



TOWN OF MELBOURNE BEACH

REGULAR TOWN COMMISSION MEETING

FEBRUARY 19, 2025

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Town of Melbourne Beach

REGULAR TOWN COMMISSION MEETING
Wednesday, February 19 2025 at 6:00 p.m.
COMMUNITY CENTER – 509 OCEAN AVENUE

PUBLIC NOTICE

AGENDA

**The Town Commission will conduct a Regular Town Commission Meeting
on Wednesday, February 19, 2025 in the Community Center
to address the items below**

Commission Members:

Mayor Alison Dennington
Vice Mayor Dawn Barlow
Commissioner Robert Baldwin
Commissioner Anna Butler
Commissioner Tim Reed

Staff Members:

Town Manager Elizabeth Mascaro
Town Attorney Ryan Knight
Town Clerk Amber Brown

Notice: Commission discussion and possible action may occur during any Commissioner Meeting. The following sections of the Agenda are always subject to such discussion and possible action without further motion by the Commission: Changes to the Agenda, Public Hearings, Unfinished Business, and New Business.

The public is advised that members of the Town Commission may be in attendance and participate in proceedings of the board. Attorney General Opinions (AGO) AGO 91-95, AGO 98-14, AGO 2000-68.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, THE TOWN HEREBY ADVISES THE PUBLIC THAT: In order to appeal any decision made at this meeting, you will need a verbatim transcript of the proceedings. It will be your responsibility to ensure such a record is made. Such person must provide a method for recording the proceedings verbatim as the Town does not do so.

In accordance with the Americans with Disability Act and Section 286.26, Florida Statutes, persons needing special accommodations for this meeting shall, at least 5 days prior to the meeting, contact the Office of the Town Clerk at (321) 724-5860 or Florida Relay System at 711.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance and Moment of Silence**
4. **Meeting Agenda – Additions/Deletions/Changes**
5. **Consent Agenda**
 - A. Approval of the Regular Town Commission Meeting minutes January 15, 2025
 - B. Approval of the Special Town Commission Meeting minutes January 27, 2025
 - C. Approval of the Special Town Commission Meeting minutes February 5, 2025
 - D. Approval of the Town Commission Workshop minutes February 5, 2025
 - E. Appointment of Marivi Walker as an alternate board member on the Board of Adjustment
 - F. Appointment of Barbara Struttman as a board member on the History Center Board
6. **Proclamations/Presentations/Awards**
 - A. Proclamation recognizing July 24, 2025 as Space Coast Day
7. **Finance/Budget Report**
8. **Department and Board/Committee Reports**
 - A. History Center Board
 - B. Ryckman House Historical Preservation and Awareness Board Report
 - C. Building Department
 - D. Public Works Department
 - E. Code Enforcement
 - F. Fire Department
 - G. Police Department
 - H. Town Clerk
9. **Public Comment (Non-Agenda Items)**

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda.
10. **Public Hearings/Special Orders**
 - A. Ordinance 2024-05 Chapter 74 Vacation Rentals – Second reading
**AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, FLORIDA,
AMENDING CHAPTER 74, “VACATION RENTALS”; AMENDING
REGISTRATION REQUIREMENTS; PROVIDING ADVERTISING
REQUIREMENTS FOR VACATION RENTALS; AMENDING PARKING**

REQUIREMENTS TO LIMIT AMOUNT OF VEHICLES AT VACATION RENTALS AND ADVERTISING REQUIREMENTS; AMENDING MAXIMUM OCCUPANCY CAPACITY AND ADVERTISING REQUIREMENTS; PROVIDING FOR BACKGROUND CHECKS OF OCCUPANTS OVER EIGHTEEN YEARS OLD; PROVIDING FOR NOISE REGULATIONS AND PENALTIES; PROVIDING FOR REGISTRATION SUSPENSION; REMOVING THE EXEMPTION FOR OWNER-OCCUPIED VACATION RENTALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Ordinance 2024-06 Chapter 48 Noise Control – Second reading

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, FLORIDA, AMENDING CHAPTER 48, “NOISE CONTROL,” RELATING TO NOISE REGULATIONS; AMENDING REGULATIONS, DEFINITIONS, AND TESTING PROTOCOLS RELATED TO NOISE RESTRICTIONS; PROVIDING MAXIMUM PERMISSIBLE SOUND LEVELS IN RESIDENTIAL USE CATEGORY; PROVIDING FOR EXEMPTIONS; PROVIDING FOR SPECIAL PERMITS AND LICENSE; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

11. Unfinished Business

- A. Approval of the Regular Town Commission Meeting minutes December 18, 2024

- B. Resolution 2025-01 Supporting the 2025 Florida League of Cities Legislative Platform

A RESOLUTION OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2025 FLORIDA LEAGUE OF CITIES’ LEGISLATIVE PLATFORM.

- C. Resolution 2025-03 Town Commission Rules and Procedures

A RESOLUTION OF THE TOWN OF MELBOURNE BEACH BREVARD COUNTY, FLORIDA MODIFYING AND RESTATING TOWN COMMISSION RULES AND PROCEDURES; MAKING FINDINGS; ESTABLISHING MEETING RULES OF PROCEDURE; ESTABLISHING THE SEATING ARRANGEMENTS AT MEETINGS; SETTING THE AGENDA; PROVIDING FOR ACTION BY CONSENT; SETTING THE TYPES OF MEETINGS; PUBLIC NOTICE OF MEETINGS; SETTING FORTH RULES TO ADDRESS THE TOWN COMMISSION AND PROCEDURES TO ADDRESS LAND DEVELOPMENT AND QUASI-JUDICIAL MATTERS; PROVIDING FOR COMMISSION AND STAFF RESPONSE TO PUBLIC COMMENTS; SETTING RULES OF DEBATE; SETTING A TIME FOR ADJOURNMENT OF MEETINGS; PROCEDURES FOR MINUTES OF TOWN COMMISSION MEETINGS; PROVIDING PROCEDURES FOR AMENDING OF THE RULES; REPEALING PRIOR RULES OF PROCEDURE; PROVIDING THE METHODOLOGY FOR REQUESTS BY A

COMMISSION FOR ACTION BY THE TOWN MANAGER, TOWN CLERK, OR TOWN STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. Update on the consideration to institute paid parking at the 6th Ave boat ramp – Town Manager Elizabeth Mascaro
- E. Consideration on the Old Town Hall roof – Town Manager Elizabeth Mascaro

12. New Business

- A. Ordinance 2025-01 Building Elevation – First Reading
AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY FLORIDA, AMENDING APPENDIX “A” OF THE TOWN CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE; AMENDING SECTION 7A-55, “BUILDING CONSTRUCTION”; ESTABLISHING MAXIMUM HEIGHT MEASUREMENTS FOR LOWEST FLOOR LEVEL AT EXISTING GRADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- B. Resolution 2025-02 Public Records Exemption for Municipal Clerks and Employees who Perform Municipal Elections – Town Clerk Amber Brown
A RESOLUTION OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY AND PROVIDING FOR AN EFFECTIVE DATE.
- C. Consideration of the Planning and Zoning Board recommendations for accessory structures – Building Official Robert Bitgood
- D. Consideration on hiring a Deputy Town Clerk – Town Manager Elizabeth Mascaro
- E. Consideration on the updated contract with BSE Consultants, Inc. and LJA – Town Manager Elizabeth Mascaro
- F. Consideration on completing the town improvements (street signs, poles & banners) and closing Fund 351 Land and Road Improvements – Town Manager Elizabeth Mascaro
- G. Consideration to purchase Power DMS Power Policy software program supporting Human Resources and employee training – Town Manager Elizabeth Mascaro
- H. Discussion on the Town’s Personnel Policies – Town Manager Elizabeth Mascaro
- I. Consideration on creating a Technology Advisory Board – Commissioner Tim Reed
- J. Consideration to transition the Town of Melbourne Beach Newsletter to online and email distribution – Commissioner Tim Reed
- K. Discussion on leasing a large pump to provide emergency flood protection – Commissioner Tim Reed
- L. Consideration to schedule a workshop meeting to address the Town Managers contract – Commissioner Tim Reed

13. Administrative Reports

- A. Town Attorney
- B. Town Manager

14. Commission Reports

- A. Vice Mayor Dawn Barlow's Commission Report

15. Task List

16. Public Comment

17. Adjournment

Town of Melbourne Beach

REGULAR TOWN COMMISSION MEETING January 15, 2025 at 6:00 p.m. COMMUNITY CENTER - 509 OCEAN AVENUE

MINUTES

Commission Members:

Mayor Alison Dennington
Vice Mayor Dawn Barlow
Commissioner Robert Baldwin
Commissioner Anna Butler
Commissioner Tim Reed

Staff Members:

Town Manager Elizabeth Mascaro
Town Attorney Ryan Knight
Town Clerk Amber Brown

1. Call to Order

Mayor Alison Dennington called the meeting to order at 6:01 p.m.

2. Roll Call

Town Clerk Amber Brown conducted a roll call.

Commission Members Present

Mayor Alison Dennington
Vice Mayor Dawn Barlow
Commissioner Robert Baldwin
Commissioner Anna Butler
Commissioner Tim Reed

Staff Members Present

Town Manager Elizabeth Mascaro
Town Attorney Ryan Knight
Police Chief Tim Zander
Fire Chief Gavin Brown
Town Clerk Amber Brown

3. Pledge of Allegiance and Moment of Silence

Mayor Alison Dennington led the Pledge of Allegiance.

4. Meeting Agenda – Additions/Deletions/Changes – 04:10

Town Clerk Amber Brown said that there were two supporting documents added, one of them is the Interlocal Agreement between Indian Harbour Beach and Melbourne Beach related to Fire Protection and Rescue Services and the other is related to the Vacation Rental Ordinance.

Commissioner Robert Baldwin made a motion to accept the agenda; Vice Mayor Dawn Barlow seconded; Motion carried 5-0.

5. Consent Agenda – 06:00

- A. Approval of the Regular Town Commission Meeting minutes December 18, 2024
- B. Approval of the Town Commission Workshop minutes December 16, 2024
- C. Reappointment of Mary Gene Gold as a board member on the History Center Board
- D. Approval of the Town Board Volunteer Application for Carol Crispen
- E. Approval of the Town Board Volunteer Application for Ben Hammet

Mayor Alison Dennington pulled Consent Agenda Item A.

Commissioner Tim Reed asked what board the Commission is approving the applications for, Items D and E.

Town Clerk Amber Brown said she did not stipulate what board because they were submitted for the same position, there is only one seat available on the Parks Board and two people applied at the same time. She spoke with Ben Hammet and is in the process of speaking with Carol Crispen about the requirements of a Parks Board member, said the other person could assist as a non board member.

Mayor Alison Dennington confirmed that if there is an alternate for a board and a position becomes available, the alternate would become a regular member without a vote. These two applications are to fill the alternate position.

Vice Mayor Dawn Barlow mentioned that Carol Crispin indicated both EAB as well as the Parks Board.

Town Clerk Amber Brown said there is an alternate position on EAB currently available, has not spoken with Carol Crispen yet, so she has not received her feedback yet. Spoke with Ben Hammet and he said he would be fine assisting the board as a non board member.

Mayor Alison Dennington said Carol Cripsin is a civil engineer and might be great on the EAB board.

Commissioner Tim Reed made a motion to accept the Consent Agenda Items B-E; Vice Mayor Dawn Barlow seconded; Motion carried 5-0.

Mayor Alison Dennington said Consent Agenda Item A would be moved down to Unfinished Business, but would like to move it to the end at that point.

6. Proclamations/Presentations/Awards

7. Finance/Budget Report – 11:15

Commissioner Tim Reed expressed his concern about the transfer to spend \$30,000 on street signs. Asked if the Commission has had a say in the approval of that expenditure amount.

Town Manager Elizabeth Mascaro spoke about how the transfer was part of the approved budget. The prior Commission approved the funds for beautification, looked at doing curb work and the median, they wanted to be able to track any money that was spent in a different fund. Since the Town is not pursuing that, there is not any reason to keep that as its own fund. Said the cost is the poles and the signs.

Commissioner Tim Reed asked if there is a plan in place to spend \$30,000 on street signs. Asked if the Commission did not have any particular say in that expenditure other than how it was folded into the budget when it got approved.

Town Manager Elizabeth Mascaro mentioned the cost is for the poles and the signs, the fund is there to continue to add to the Town. Believes the Commission at the time was aware of what the money was for.

Commissioner Tim Reed said he is bothered by the fact that they are committing to spend \$30,000 on street signs. Asked if the Commission could decide not to do that expenditure or hold off on it.

Commissioner Robert Baldwin expanded on Commissioner Tim Reed's point by asking if the Town has committed to spending that from a contractual standpoint. Has anything been signed or can this be reversed?

Town Manager Elizabeth Mascaro said it can be reversed. They could have the money put back into the Parks fund. Said it was budgeted in both years, 2024 and 2025. In 2025, it comes up as Ryckman Park money. The prior Commission was involved in doing street signs, decorative signs, etc. That Commission was still seated when the 2025 budget was approved. Page 49, \$40,000 for land and road. Fund 351 was designated with \$30,000 for signs and \$10,000 for Veteran's Park.

Mayor Alison Dennington asked for clarification about where and how this was budgeted. Thinks the money for signs could be reallocated to Code Enforcement.

Vice Mayor Dawn Barlow said Commissioner Robert Baldwin asked what needs to be done in order to edit this and said we've got to edit it by resolution.

Town Manager Elizabeth Mascaro spoke about how the money needs to be transferred to a specific line item because the money is restricted.

Commissioner Tim Reed made a motion to draft a resolution to transfer the remaining balance from fund 351, land and road improvements under Department 41 Public Works street signs, the remaining balance of \$29,569.04 back into the Ryckman Park Fund 175 in a new contingency line item; Commissioner Robert Baldwin seconded; Motion carried 5-0.

Mayor Alison Dennington clarified that this would go to a new line item under Ryckman, but would not be allocated to anything specific, so to take money out, they would need approval from the Commission.

Commissioner Tim Reed spoke about the \$50,000 expenditure for hurricane reimbursement. It was an unfunded fund that is negative. Asked to have a way to track when reimbursements come in.

Town Manager Elizabeth Mascaro said they could do that. Said she knows that the money spent for storm cleanup is close to being dispersed and will show up in the report as revenue received from FEMA.

Mayor Alison Dennington spoke about how the Town does not currently budget for hurricanes and believes the Town should budget for hurricanes every year.

Commissioner Tim Reed made a motion to approve the finance report; Commissioner Robert Baldwin seconded; Motion carried 4-1 with Mayor Alison Dennington dissenting.

Mayor Alison Dennington spoke about voting against the finance report because the Town does not have a contract with BSE Engineering.

8. Department and Board/Committee Reports

A. Building Department

B. Public Works Department – 36:00

Mayor Alison Dennington had a question about minor road issues (mentioned Harland and Ocean), and if there are pictures taken when they are inspected. Mentioned it being hard to see around certain corners when driving because of plants, wants to know if Mr. Davis has a list of the more problematic areas.

Town Manager Elizabeth Mascaro said sometimes they do, if it needs repair work, they will take pictures. Says there is a list of problematic areas and line of sight issues on corners, sends a notice to people with overgrown plants because it is a code compliance issue.

C. Code Enforcement – 39:00

Town Manager Elizabeth Mascaro said the new Code Officer started the prior Monday. Issued several notices of violations since he has started. Also mentioned the software and making a decision on that and moving forward. Contacted the Magistrate and have a date set about the violations that have gone out, but is working on changing that date so the Town Clerk can be present. The Town Attorney suggested having a set date so everyone will know when the Magistrate meets.

Mayor Alison Dennington said she is happy with having a lot more information, and said having a category is nice but some of them do not have anything in the category section.

Town Manager Elizabeth Mascaro said it is currently showing blank but they are moving it to an excel spreadsheet to have more factual data so it reads a little cleaner.

Vice Mayor Dawn Barlow said 319 3rd Ave shows up twice with an open complaint on 12/13 and another complaint on 1/09.

Town Manager Elizabeth Mascaro said the new Code Officer entered it again when it was already in there. In the next report that will be removed.

Commissioner Anna Butler said she called in a complaint on her street for an unusual situation, it was before the new person started, but it was reacted to quickly and efficiently and there was good communication, so she wanted to state that because it was very helpful. The situation was a young man working for a lawn service company was allowing lawn remnants to be dumped in his yard. Said the man threatened the neighbors when the police were called.

Mayor Alison Dennington mentioned the custom certificate report for short term rentals, looks like several have failed their fire inspection. Asked when they fail an inspection, if they go past their registration, do they no longer have a registration?

Town Manager Elizabeth Mascaro said when they file, they file a renewal, they pay, once they've done that, the fire inspector goes out. If they fail, the Fire Department talks to them about why, some repairs are minor, and some are more costly. Follow up with them after that. For example, if the certificate expired in November and they didn't get done till January 1st, then the certificate expires in November of 2025.

Fire Chief Gavin Brown said it depends on the severity of the situation and is more of a case by case basis. For a brand new listing, they would not get their certificate until they passed.

Town Clerk Amber Brown suggested if drafting the letters is going to be a Task List item, the Commission should make a motion.

Vice Mayor Dawn Barlow made a motion to task the Fire Department for next meeting for the delineation between a minor and a severe infraction on STR certifications.

Failed for a lack of second.

Commissioner Anna Butler made a motion that the Fire Chief draft two separate form letters that we would need to approve, one for lesser egregious infractions and one for the more serious ones; Commissioner Robert Baldwin seconded; Motion carried 5-0.

D. Fire Department – 1:00:45

Fire Chief Gavin Brown spoke about the Fire Department recruitment efforts.

Commissioner Robert Baldwin asked how a fire hydrant breaks.

Fire Chief Gavin Brown said fire hydrants get old and break from rust or corrosion so they will leak, and this one broke during the yearly testing. Said there are 109 total fire hydrants in the Town.

Mayor Alison Dennington spoke about donations that were made and thanked the donors. Asked about hybrid certification programs. Asked about helping other areas with Fire and Water Rescue, and said she would appreciate that being tracked in the reports.

Fire Chief Gavin Brown said that program is the volunteer firefighter certification program, which is required to be a volunteer firefighter by the state of Florida. It is a mix of learning in person and at home. Said for 2024, for Fire and Water Rescue incidents, the Town helped others 16 times and the Town received help 15 times. Said he could track those numbers in the report.

Commissioner Tim Reed spoke about how last month's report had something about preparing to come to the Commission with a proposal regarding changes to the department and was wondering where things stand with that presentation.

Fire Chief Gavin Brown mentioned that he wants to hold a Town Commission Workshop sometime in February and that would be where that gets discussed.

The Commission discussed setting a date for the Workshop on February 5th, even though the Mayor will not be able to attend, and will include the Fire Department presentation.

E. Police Department – 01:12:55

Mayor Alison Dennington asked what FTO programs were. Asked about making the records digital. Also asked about assists.

Police Chief Tim Zander said those were the Field Training Officer programs for when someone new is hired. It is the same program they always had. It is usually 3 and a half months long. He said their papers are being scanned with the plan to get rid of 90% of the paper. Said that the volunteers are helping a lot with this project. Said he can track assists each month, can track when we assist them, but cannot track when they come to us.

F. Town Clerk – 1:17:20

Town Clerk Amber Brown wanted to reiterate that everything on the website is functioning, and if it is not to contact her because there would be an error. They are still working on digitizing the records, but that will be a new feature of the new website. Said there was a company that did the scanning and a separate company for the software. Said she could ask the software company to postpone charging but that the scanning pace is not on them.

Mayor Alison Dennington said that there is the initial scanning fee but then there's a yearly cost associated for housing the digitized information. Asked if a software fee was paid in 2024.

Commissioner Robert Baldwin said asking for a refund seems inappropriate since it is on the Town to scan the documents.

Town Manager Elizabeth Mascaro said they are having an intern to help very soon.

Commissioner Robert Baldwin asked about meetings with BIS Digital.

Town Clerk Amber Brown said that there have been issues with the software, volume was too quiet, issues transferring things to new computer, etc, so she is working on that.

Mayor Alison Dennington spoke about switching her Mayor hours to Wednesday from 10:00 am-12:00 pm. Asked about getting stationary for Commissioners.

Town Manager Elizabeth Mascaro said they have letterheads that they all use, can have notecards with the Town logo and names.

9. Public Comment (Non-Agenda Items) – 01:26:50

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda.

10. Public Hearings/Special Orders

11. Unfinished Business

A. Approval of the Regular Town Commission Meeting minutes November 20, 2024– 01:27:10

Commissioner Robert Baldwin made a motion that we approve the Regular Town Commission Meeting minutes for November 20th 2024; Commissioner Tim Reed seconded; Motion carried 5-0.

B. Ordinance 2024-05 Chapter 74 Vacation Rentals – First reading – 01:28:05

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, FLORIDA, AMENDING CHAPTER 74, “VACATION RENTALS”; AMENDING REGISTRATION REQUIREMENTS; PROVIDING ADVERTISING REQUIREMENTS FOR VACATION RENTALS; AMENDING PARKING REQUIREMENTS TO LIMIT AMOUNT OF VEHICLES AT VACATION RENTALS AND ADVERTISING REQUIREMENTS; AMENDING MAXIMUM OCCUPANCY CAPACITY AND ADVERTISING REQUIREMENTS; PROVIDING FOR BACKGROUND CHECKS OF OCCUPANTS OVER EIGHTEEN YEARS OLD; PROVIDING FOR NOISE REGULATIONS AND PENALTIES; PROVIDING FOR REGISTRATION SUSPENSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Ryan Knight spoke about the new highlighted updates are the references to the 1RS, 2RS, 3RS zoning districts, those have been struck through to be removed. The ordinance does have additions. 4RMO and 5RMO zoning districts have a separate code

provision that rentals must be a minimum of 30 days, so they would not be able to get a short term rental certificate. Clarified this ordinance is not banning short term rentals in 1RS, 2RS and 3RS units.

Mayor Alison Dennington spoke about the highlighted changes.

Town Attorney Ryan Knight said there are two remaining issues, one was the owner occupied exemption, could not remember if there was consensus regarding that issue. The other issue does not have to do with this ordinance but is regarding the sexual predator language. Temporary residence currently states someone would have to reside for a period of four or more days. Suggested changing the language from temporary residence to lodging which would allow changing the language from 4 consecutive nights to just saying no overnight sexual predators can stay within 2,000 feet of a school or a park which would be all of Melbourne Beach. Could still pass them tonight.

Mayor Alison Dennington mentioned that at the workshop there seemed to be consensus among the Commission for removing the owner occupied exemption. Mayor Alison Dennington, Commissioner Tim Reed, and Commissioner Anna Butler agreed to wanting the owner occupied exemption removed.

Town Attorney Ryan Knight said that section could be removed, the Commission would just need to figure out if the inspections want to be different for that, would just need to amend the ordinance at a later time.

Mayor Alison Dennington spoke about the fee aspect, and working on the language.

Town Manager Elizabeth Mascaro spoke about how there is a fee to apply, there is an inspection fee, and then every time we go back, there is an additional charge. One bedroom does not require an inspection by State Statute. Said the Vacation Rental Fee Schedule can be brought forward next month.

Vice Mayor Dawn Barlow spoke about a person that rents their whole house but they are considered owner occupied and wants to clarify there is a difference between that and renting out one bedroom.

Commissioner Anna Butler asked if the County oversees if someone is getting a homestead and doing an STR and do they notify the Town.

Town Manager Elizabeth Mascaro said the County does have oversight, they ask the Town for help because they are overwhelmed.

Mayor Alison Dennington mentioned adding to the Task List that the Town Manager could email the county about this issue.

Commissioner Tim Reed said his opinion is that the current code conflicts with the land development code. In 1RS, 2RS and 3RS, there is a provision that if the use is not listed then it is not allowed. - 1:42:00

Mayor Alison Dennington said that is why 1RS, 2RS and 3RS were removed from the ordinance. Believes we need to pass this to have occupancy limits and parking limits. After the ordinance is passed, we could always revisit it to get an opinion.

Commissioner Tim Reed said why not get those opinions first.

Mayor Alison Dennington said this is a legal issue of interpretation and opinions of the interpretation may differ, it could end up being up to the courts, not the Town Attorney's opinion.

Town Attorney Ryan Knight spoke about how the LDC was changed in 2017 that changed the definition of dwelling which opened the door for rentals of less than 7 days in 1RS, 2RS, and 3RS. Said there are AGO opinions that STRs can be in residential zones. The other option the Town would have is to try to ban STRs in 1RS, 2RS and 3RS but there would be litigation.

Commissioner Tim Reed said they are not proposing a ban, but spoke about not accepting new applications.

Town Attorney Ryan Knight said there would be no authority under the ordinance to just stop accepting applications.

Mayor Alison Dennington spoke about passing this ordinance without a reference to 1RS, 2RS, and 3RS zones then it reverts to the Land Development Code. Then it would allow us to approach several other cities to get the Supreme Court to decide.

Commissioner Tim Reed spoke about how the original ordinance was adopted in error and violated the LDC. - 1:54:55

Mayor Alison Dennington suggested someone make a motion for the Town Attorney to finish looking into the changes and report back.

Town Attorney Ryan Knight clarified that the discussion about the error is related to the LDC update that was done to change the definition. The only other new change is in 74-40 (a) to remove the penalty of arrest because the point is for noise violations is to go through code enforcement.

Commissioner Tim Reed spoke about how he is not an attorney but does believe there is some authority that we can go in front of to get a stand on it. Said our neighborhoods matter.

Mayor Alison Dennington said we are at an impasse with this issue, and pressing it is doing a disservice to Commissioner Tim Reed's own cause.

Commissioner Tim Reed agreed to disagree.

Town Attorney Ryan Knight said that when he hears authority, he thinks of a court, but what he believes Commissioner Tim Reed means is a second opinion from another attorney or law firm. The Commission would be free to get a second opinion. Mayor Alison Dennington and Town Attorney Ryan Knight discussed routes to get this to the Supreme Court including filing a declaratory judgement.

Commissioner Tim Reed asked Town Attorney Ryan Knight to provide the Commission with an email on the delineation of that path.

Commissioner Robert Baldwin asked about getting a second opinion from another attorney and an estimation of that cost versus a declaratory judgement. 2:04:30

Town Attorney Ryan Knight said you would be looking at \$300-350 an hour for an outside attorney's help. Does not know the amount of hours, but guessing a total of \$10,000.

Mayor Alison Dennington said she has already started speaking with other cities to go through that route and does not believe they need a second opinion. Clarified that the owner occupied exemption is supposed to be taken out. Asked if safety could be added to the whereas clauses and spoke about beefing it up. Also mentioned that language directly and indirectly impacted.

Town Attorney Ryan Knight said he can add to the whereas provisions but it would essentially be what would be included in the findings of fact.

Vice Mayor Dawn Barlow asked about the term lodging and if it needs to be captured in definitions.

Town Attorney Ryan Knight said no, because that would be defined in section 73-52.

Commissioner Anna Butler asked about dwelling unit and living unit, and if we need to put in kitchen facilities.

Mayor Alison Dennington said she spoke with Bruce Larson about having an issue with the language, one or more rooms with private bath and kitchen facilities comprising an independent self-contained dwelling unit. Leaves potential for ambiguity.

Town Attorney Ryan Knight said that definition is the same as what is in the LDC.

Mayor Alison Dennington spoke about how the owner-occupied definition seems overly complicated.

Town Attorney Ryan Knight said that since the owner occupied exemption is being moved, the definition is not necessary.

Mayor Alison Dennington asked if there could be language like, some vacation rentals that do not rent the entire house and only rent one room, there is discretion for a reduced fee.

Town Attorney Ryan Knight said there would have to be some type of guideline for that.

The definition of owner-occupied will be struck.

Mayor Alison Dennington spoke about how the language of 74-15 ought to say the owner and the responsible party.

Town Attorney Ryan Knight spoke about how the definition of responsible party is the owner or the person designated by the owner, so it would be redundant.

Commissioner Robert Baldwin, Commissioner Anna Butler, Vice Mayor Dawn Barlow, and Commissioner Tim Reed agreed that the definition of responsible party covers it.

Recess 8:25 pm-8:30 pm

Town Clerk Amber Brown conducted a roll call.

Commission Members Present

Mayor Alison Dennington
Vice Mayor Dawn Barlow
Commissioner Robert Baldwin
Commissioner Anna Butler
Commissioner Tim Reed

Staff Members Present

Town Manager Elizabeth Mascaro
Town Attorney Ryan Knight
Fire Chief Gavin Brown
Town Clerk Amber Brown

Mayor Alison Dennington spoke about taking out the landline section. Mentioned requiring the street address be posted since that was the point of the landline anyway in emergencies.

The Commission agreed.

Town Attorney Ryan Knight verified page 129 section 11 would be struck, and replace it with the same language the Town has requiring the street address be posted.

Town Clerk Amber Brown said the language used is, in case of an emergency the street address should be posted in several locations throughout the property including the pool area, the kitchen, and the bathrooms.

Mayor Alison Dennington mentioned taking out in case of emergencies. Spoke about page 129 using the word shall instead of must, (shall being more concrete, must being more ambiguous).

The Commission agreed with using shall.

Mayor Alison Dennington spoke about adding something requiring owners to certify if they sell the property the new owner would have to apply for a registration. Stressed it is important to be clear that future bookings do not carry over. - 2:37:45

Town Attorney Ryan Knight said that with a change of ownership they are already required to get a new application. Says that future bookings do not carry over and believes requiring a new application is enough to convey that.

Vice Mayor Dawn Barlow asked about other types of change of ownership and got clarification that this applies to any form of change of ownership.

Mayor Alison Dennington spoke about how 74-18 says one year after registration, and suggested changing it to one year after the certification date.

Vice Mayor Dawn Barlow said if the Town is evaluating software, is any of this approval and registration going to be captured digitally?

Town Manager Elizabeth Mascaro said they issue the certifications and will continue to do so even if they use the software.

The Commission agreed to change the language to the certification date.

Mayor Alison Dennington spoke about 74-22, the last sentence add, or the official zoning map designations. - 2:48:20

Town Attorney Ryan Knight spoke about how the zoning map would fall under the Code of Ordinances. Said he thinks it would be redundant, but it would be up to the Commission. Suggested the official zoning map as provided in 7A-15 of the LDC.

Vice Mayor Dawn Barlow asked if this was needed or redundant and if it was defined.

Mayor Alison Dennington spoke about section 74-24, and suggested where it says vacation rental properties, adding that they have a current, valid, approved written certificate of registration.

The Commission agreed.

Commissioner Robert Baldwin clarified that the certificate of compliance is the certificate that they have been speaking about, the certificate of registration. Suggests taking out compliance.

Town Manager Elizabeth Mascaro said they call it a vacation rental certificate, but would need to check that it does not say vacation rental certificate of compliance.

Mayor Alison Dennington spoke about the importance of using the same language throughout in regards to the certificate and speaks about the ambiguity of certain language, such as the word partial. Discussed the section about advertising requirements and having 180 days to comply.

Town Attorney Ryan Knight spoke about striking that section, section 74-24. Renumber the remaining sections.

The Commission decided to leave the first sentence that it will become effective March 1, 2025. Makes it clear and numbers would not need to be changed for remaining sections.

Commissioner Anna Butler spoke about not keeping photo IDs. - 3:08:22

Mayor Alison Dennington spoke about getting photo IDs, but only keeping them for 6 months.

Vice Mayor Dawn Barlow asked if there are background checks, is it necessary to keep IDs.

Mayor Alison Dennington said that to do a background check, they need to get IDs.

The Commission agreed for section 74-25 to change the one year to 6 months.

Commissioner Tim Reed spoke about section 74-36 (D) adding the requirement of a fire extinguisher outside by any grill, fire pit, or outside kitchen.

Commissioner Robert Baldwin spoke about how the language could say open flame.

The Commission agreed.

Mayor Alison Dennington got clarification about several things on page 135 section (B), and asked about sections (4) and (5). Asked who they are referring to by "the Town", suggested changing that language to only the Town Manager.

The Commission agreed.

Mayor Alison Dennington spoke about page 136 and to strike section 74-37(7) which mentions if an STR remains expired for an excess of 60 days any grandfathering shall be deemed abandoned. Said the 10-year compliance was struck last time, now it's to the end of registration.

The Commission agreed.

Mayor Alison Dennington spoke about 74-38(D), occupants and or owners or both can be cited.

Town Attorney Ryan Knight said if the occupants do something that is a code violation, the owner would be cited, i.e. parking issues. Also spoke about how section 74-36(A) mentions landline, so that will need to be taken out as well.

Commissioner Robert Baldwin spoke about referencing the noise ordinance.

Mayor Alison Dennington asked if a STR is doing construction, can they rent during it..

Town Attorney Ryan Knight said it would depend on the type of construction.

Mayor Alison Dennington spoke about striking all references to landlines. Mentioned 74-50, preexisting future contracts for rental, mentions occupancy levels. She wants to change the language.

Town Attorney Ryan Knight said he could change that so there is a time period on that.

The Commission agreed to strike Page 141 section 74-51 owner-occupied exemption.

Joyce Barton – 322 Third Ave – *Spoke about how this topic has been discussed for years, and asked how this could possibly be considered a first reading with so many important changes. There are many residents that are being affected by this. Do we need to overregulate? She has no idea where the owner-occupied stands right now. The packet included it, mentioned the walk on and now it is being stricken through. Believes there will be lawsuit possibilities. Why are other businesses in Town only paying \$50.00 per year and \$79.50 for an inspection? Would like clarification on the grandfathering.*

Mayor Alison Dennington clarified that the walk on is one line item that was changed and had already been discussed in December, same with owner occupied exemption.

Ken Lebrato – Cherry Drive – *Spoke about being concerned with removing the landline because cell phones do not give the exact location. Has had STRs around him call 911 and they ended up at his home. People who are from other parts of the country are not familiar with the area and emergency evacuations and the phones can do reverse 911 notifications.*

Bruce Larson – 1507 Pine St – *Spoke about the current owner occupied exemption is way too broad, of course they should have less fees. Spoke about homestead exemptions being taken out. Page 130 74-18, add void on sale of property, page 131 74-24 the 180 days was to get anyone not complying to compliance, page 133 74-25(D) 6 months is not okay, should be through the end of the current registration period, page 135 74-35(C) should be the lesser or one year or the end of the contract registration certificate, page 140 74-51 should have never been there to begin with.*

Mayor Alison Dennington and Commissioner Robert Baldwin asked clarifying questions.

Mark Emerson – 512 Ocean Ave – *Spoke about how there are a lot of people in Town on a fixed income, someone might need to rent a room in their home to make a little extra money. You have no idea how many rental problems are in this community, or how many people are renting out one bedroom in order to survive. There needs to be some compassion and understanding. You are finding a way to penalize them.*

Charles Leps – 212 Cherry – *Thanked the Commission for their perseverance on the issue. What needs to be done is control and regulation. They are running a business, most are whole-home rentals. What kind of future do we want, and how do we preserve the Town?*

Gail Gowdy – 215 Ash Ave – *Spoke about this has been a long time, but this is necessary. Most of our Town is residential and we want to preserve that. Be mindful of how it impacts people that live here.*

Town Attorney Ryan Knight spoke about how there is a valid point that there are 20 changes being made, so there is an argument that someone could challenge it.

Mayor Alison Dennington mentioned that some of the changes should have already been made coming into this reading.

Commissioner Robert Baldwin mentioned doing the second reading at the Special Meeting on January 27th.

Commissioner Robert Baldwin made a motion to postpone first reading of the short term rental ordinance to the upcoming workshop on January 27th, and ask the town attorney to incorporate all of the changes that we've discussed tonight into that and have that to us at least 5 days ahead; Commissioner Anna Butler seconded; Motion carried 5-0.

Commissioner Robert Baldwin spoke about how he was not originally in favor of getting rid of the owner occupied exemption, believes proving financial hardship would be difficult. Likes the idea of having different requirements for single room, or 1-2 occupant rentals.

Commissioner Tim Reed asked for clarification if Commissioner Robert Baldwin was wanting people to prove financial hardship.

Mayor Alison Dennington, Commissioner Anna Butler, and Commissioner Tim Reed spoke against it.

Vice Mayor Dawn Barlow spoke about struggling with it because they discussed having uniform regulation across the board, but maybe it needs to be reassessed in the future.

C. Ordinance 2024-06 Chapter 48 Noise Control – First reading – 3:59:00

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, FLORIDA, AMENDING CHAPTER 48, "NOISE CONTROL," RELATING TO NOISE REGULATIONS; AMENDING REGULATIONS, DEFINITIONS, AND TESTING PROTOCOLS RELATED TO NOISE RESTRICTIONS; PROVIDING MAXIMUM PERMISSIBLE SOUND LEVELS IN RESIDENTIAL USE CATEGORY; PROVIDING FOR EXEMPTIONS; PROVIDING FOR SPECIAL PERMITS AND LICENSE; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Commissioner Tim Reed spoke about page 148 having an exemption for generators.

Commissioner Anna Butler spoke about it being on page 149, number 6.

Commissioner Tim Reed asked about page 148, Table 1, sound levels and time periods, is that a change, are those the same times?

Commissioner Robert Baldwin said it was changed at the workshop and has not changed since the workshop.

Mayor Alison Dennington thought the time was earlier on weekdays, but got confirmation that it was not.

Vice Mayor Dawn Barlow asked if there was discussion around exceptions to early start time on a weekend, like on a Sunday.

The Commission said there was no discussion around that.

Commissioner Tim Reed mentioned this is another example where we are enacting this and time will tell if we need to adjust.

Town Clerk Amber Brown mentioned keeping the ordinance number the same so it can be tracked.

Town Attorney Ryan Knight read the ordinance.

Vice Mayor Dawn Barlow made a motion that we approve Ordinance 2024-06 Chapter 48 Noise Ordinance on the first reading; Commissioner Robert Baldwin seconded; Motion carried 5-0.

- D. Consideration on contracts for vacation rental tracking companies – Town Manager Elizabeth Mascaro – 04:05:30

Town Manager Elizabeth Mascaro spoke about having 2 meetings with GovOS. Their cost is \$30,000 whereas Deckard was \$13,500 for the same thing. Strongly suggested approving Deckard. They can also get up and running faster than GovOS.

Commissioner Robert Baldwin asked what the 24/7 live hotline is for. Will this take the burden off of Town Staff and Police?

Town Manager Elizabeth Mascaro spoke about how that would be a hotline for residents to call in complaints, they could also contact the owners or responsible party and call police when needed. The number would be published so people know to call it. Feels this will take a burden off Town Staff and Police especially on nights and weekends.

Commissioner Anna Butler asked if the complaint could be anonymous.

Town Manager Elizabeth Mascaro said they do have to leave a name for code violations or they cannot execute on that, does not know if that company makes that determination or not. Said she will ask the company that specific question. The software company will also reach out to VRBO, AirBNB, etc, if there is a problem, they handle that communication.

Commissioner Robert Baldwin asked if other municipalities have provided feedback.

Town Manager Elizabeth Mascaro spoke about getting good feedback from other municipalities.

Mayor Alison Dennington likes the hotline, if people don't call they can change it later.

Commissioner Tim Reed asked about the online complaint form, if that is included and if it is a publicly available form. How would we provide that to people?

Town Manager Elizabeth Mascaro said they can access everything through the portal.

Mayor Alison Dennington confirmed that if they are posting on AirBNB, the company will call AirBNB if there is no certificate number.

Town Attorney Ryan Knight said that before this agreement is signed there needs to be additional changes such as providing for public records law and changing the venue to Brevard County. -1:14:55

Vice Mayor Dawn Barlow asked about the budget.

Town Manager Elizabeth Mascaro said \$50,000 was budgeted for the software.

Mayor Alison Dennington spoke about doing a resolution to move the remaining funds.

Town Manager Elizabeth Mascaro spoke about some of the remaining funds would go towards the cost of hiring a full time code enforcement person.

***Bruce Larson – 1507 Pine St** – Spoke about holding on the budget until you see what's needed.*

Vice Mayor Dawn Barlow made a motion to approve the Town Manager entering into an agreement with Deckard Technologies in the amount of \$13,500 subject to the revisions in the agreement by the Town Attorney; Commissioner Anna Butler seconded; Motion carried 5-0.

12. New Business

- A. Consideration of adoption of Interlocal agreement between the City of Indian Harbour Beach and the Town of Melbourne Beach regarding automatic aid for fire protection and rescue services – Fire Chief Gavin Brown – 04:21:25

Fire Chief Gavin Brown spoke about how the agreement is to do automatic aid with the City of Indian Harbour Beach at no cost unless the are consumable materials used. Said they are currently in a mutual aid which means they need to request help and an automatic aid means they will automatically help which will save time. Spoke about the sections changing numbers and about the changes to Section 10, which allows the fire chief to develop a plan to put this into place. Section 11 was added, saying this is going to be public record. Section 12 was added about jurisdiction venue and choice of law. Section 13 was added, saying they would each be responsible for their own attorneys fees and costs. Section 14 was added for severability. Section 15 was added which will each hold each other harmless. Section 16 was added for assignment, legal things. Section 17 was added, more legal stuff, nothing that changes the substance about independent contractors. Section 18 was added, agreement is whole as is, if we want to change something, the parties need to agree in writing between the Town Managers. This allows

Fire Chiefs to modify in writing mutually agreed sections 3A-3H. Gives the ability to change things down the road, such as the number of firefighters being sent.

Commissioner Robert Baldwin said they are also a volunteer department, so this would not fix the issue of getting on scene quickly.

Fire Chief Gavin Brown said they are further away so it does not fix the issue of Indianalantic backing out but adds a layer of protection. Is going through this process because the agreement with Indianalantic was not a formal agreement through the Commission.

Mayor Alison Dennington said Section 16, the assignment clause is confusing.

Town Attorney Ryan Knight said they could assign it as long as there was prior written approval.

Mayor Alison Dennington asked about Section 10. - 4:29:40

Fire Chief Gavin Brown spoke about how every municipality in the county has a mutual aid agreement. This is an automatic aid so there does not have to be a request and it's only for structure fires.

Mayor Alison Dennington spoke about adding an addendum when the logistics are figured out. Concerned about how much larger they are than Melbourne Beach.

Fire Chief Gavin Brown spoke about how the two departments are comparable in fire vehicles, members, and call numbers.

Commissioner Tim Reed spoke about how the automatic aid is only for structure fires. Why does this agreement reference the mutual aid in Section 2 (B)?

Fire Chief Gavin Brown said this slightly changes the mutual aid agreement. For other call types, either party can request mutual aid prior to getting on scene. For example, one day we are short staffed, prior to getting a vehicle on scene we can request them for any call type.

Commissioner Tim Reed spoke about it would be a cleaner document if the document was only for automatic aid and did not include mutual aid. Asked how he knows they need additional help before being on scene. Does Indian Harbour Beach have a similar agreement with Satellite? Is Indianalantic going to be involved?

Fire Chief Gavin Brown spoke about how if only he shows up at the fire station, he will need additional help when he gets on scene, one of the disadvantages of a volunteer fire station. Also spoke about how Indian Harbour Beach is currently working on a similar agreement with Satellite. Indianalantic previously opted out of our automatic aid agreement.

Town Manager Elizabeth Mascaro said they have not responded when she has asked.

Mayor Alison Dennington asked about where it specifically says structure fires. Mentioned that the word only would make it more clear.

Fire Chief Gavin Brown said the first sentence in Section 2(A) says hereby agree to provide automatic aid for all structural fire incidents including residential and commercial structures.

Vice Mayor Dawn Barlow made a motion that we approve the Interlocal Agreement between the City of Indian Harbour Beach and the Town of Melbourne Beach regarding automatic aid for fire protection and rescue services; Commissioner Robert Baldwin seconded; Motion carried 5-0.

- B. Discussion on adopting a resolution supporting the 2025 Florida League of Cities Legislative Platform – Mayor Alison Dennington – 04:49:20

Mayor Alison Dennington spoke about how this would be to create a resolution supporting the 2025 Florida League of Cities Legislative Platform.

Commissioner Tim Reed spoke of it being an all or nothing deal, and does not understand the affordable workforce housing item. Said there is nothing clearly laying out what their position is. Suggested tabling this.

Mayor Alison Dennington spoke about how essentially you can build a four story structure if it is for affordable housing and the League of Cities is against that. Says they don't like the provisions the legislature has passed saying you don't have to go through local permitting, if they don't respond within 30 days, it gets automatically approved.

Vice Mayor Dawn Barlow asked what has been our historical participation in this.

Mayor Alison Dennington said they have pretty much always done these, not passing it would be unusual.

Commissioner Tim Reed made a motion to table the adoption of the Resolution supporting the 2025 FLC Legislative Platform until the next RTCM; Commissioner Robert Baldwin seconded; Motion fails 2-3 with Mayor Alison Dennington, Vice Mayor Dawn Barlow, and Commissioner Anna Butler dissenting.

Vice Mayor Dawn Barlow made a motion that we adopt the resolution supporting the FLC Legislative Platform; Commissioner Anna Butler seconded; Motion carried 3-2 with Commissioner Robert Baldwin and Commissioner Tim Reed dissenting.

- C. Consideration to amend Resolution 2023-10 Town Commission Rules and Procedures – Commissioner Anna Butler – 04:55:17

Commissioner Anna Butler spoke about residents not wanting to attend meetings because they are too long, there is a lot of time wasted, and this would incentivize people to do their homework and meet with department heads prior to be able to shorten meetings.

Mayor Alison Dennington spoke about trying to have meetings with staff and they are either not there, or they do not get back to her. Spoke about having a workshop on Robert's Rules. There are ways for the Commission to limit debate. Suggests the Commissioners to make a motion to limit the debate.

Commissioner Anna Butler spoke about it being too easy to ignore procedures when we want to. This would incentivize us to follow the rules and speed things along.

Mayor Alison Dennington spoke about how it has been like this for a long time, before she was Mayor. Said they needed to get through the tough issues the meetings will be shorter. The Commission can make a motion to limit debate. Concerned about limiting it to 9:30pm because we wouldn't be able to get to everything. Would like to move things around. Have a workshop where we go through it and come up with some rules.

Commissioner Anna Butler spoke about including an example from Robert's Rules, how do you call the question. Spoke about rearranging the order of the agenda. Switch public comment and department reports.

Mayor Alison Dennington said there is a new term for call the question, that you call a vote or end debate. Said public comment is currently at 9 and it would move to 7 which is still after department reports. Asked about requirements to approve the agenda.

Town Attorney Ryan Knight said there is no specific legal requirement for approving an agenda, it's usually a quick thing. You can have public comment on non agenda items at the beginning if you want.

Vice Mayor Dawn Barlow asked if the motion to limit debate would have to be made per section.

Town Attorney Ryan Knight said that if the Commission agreed, you could limit the amount of time to whatever you wanted. 10 minutes is long with 5 people, that's an hour per issue.

Vice Mayor Dawn Barlow spoke about how the public gets 3 minutes, and suggested the Commission could have 3 minutes plus a 2 minutes rebuttal.

Mayor Alison Dennington spoke about having questions that go unanswered before the meeting so she cannot come to the meeting with all the information she needs. Says if they could get answers to her within 7 days she would not need to go through it at meetings.

Commissioner Robert Baldwin said he liked the idea of limiting the length of meetings, thinks it will force efficiency and believes it works better than limiting the time to speak.

Commissioner Tim Reed spoke about not being in favor of a hard cut off, because we have to get through the material or it will just lead to more meetings. Would prefer to have the materials a week before the meeting. Would prefer to have public comment between 3-4, and have the Town Manager's report be with the department reports.

Vice Mayor Dawn Barlow spoke about workshopping this at the February 5th meeting. Come up with ways to make these meetings more efficient.

Gail Dowdy – 215 Ash Ave – *Appreciates the subject coming up, but it would be a disservice to cut yourselves off at 9:30 pm. Getting public comment earlier is always a good thing. Robert's Rules, get the book and start reading.*

Bruce Larson – 1507 Pine St – *Spoke about being on the right path. The real goals are participation so if there is a detriment then that needs to be rectified, need transparency, do not limit the meeting because that will affect transparency, and progress. Need to get the packets out 7 days in advance. Room to play with the order of the agenda.*

Vice Mayor Dawn Barlow made a motion that we table this and shift to the workshop the first week of February as it relates to the consideration to amend the 2023-10 Town Commission Rules and Procedures; Commissioner Tim Reed seconded; Motion carried 5-0.

Mayor Alison Dennington mentioned she will not be attending that meeting but will send some material to the clerk.

- D. Discussion and recommendations on the proposed task list – Vice Mayor Dawn Barlow – 05:24:25

Vice Mayor Dawn Barlow spoke about the task list not being utilized for the past year, and with there being 4 new Commissioners this is a list of items. Thinks there are some items that can come off the task list and go into the Town Department Reports. Believes other things should remain on the task list such as short term rentals ordinance language changes, P&Z foundation height and tree removal and replacement, stormwater, budget being incorporated in April timeframe, reviewing contract and Town policies and procedures, Magistrate backup, boat ramp, Fire Department presentation and sand tennis.

Mayor Alison Dennington said a solution could be at the workshop, coming up with definitions of task items, to do items and basic outlines of reports. Spoke about adding Special Reports to department reports for updates on things. Also mentioned Mayor for a Day and what needs to be done to get that going.

Vice Mayor Dawn Barlow said this was an opportunity to be a working document for everybody to review and add items to. Is not opposed to coupling this with the meeting structure at the February Workshop and spearheading where specific items need to fall.

Commissioner Tim Reed confirmed that the consensus is to move this to a workshop.

Mayor Alison Dennington reminded that nothing can be voted on at the workshop but that it can be discussed and brought to the Regular Town Commission Meeting.

Commissioner Anna Butler said the topic of forming definitions is not necessary.

Vice Mayor Dawn Barlow agreed it did not need to be overcomplicated with definitions.

Mayor Alison Dennington said there is no official definition but that the Town Manager has her own definition because she will not put certain things on the task list.

Town Manager Elizabeth Mascaro said that is not true. Explained that certain things like the short term rental ordinance changes, that is for the Town Attorney, that is not a task. Things like reports from P&Z are updates and they can be updated on the reports. A lot of this would fall under department reports.

Vice Mayor Dawn Barlow expressed how she does not want certain topics to fall into no man's land and not have updates and not have forward momentum.

Town Manager Elizabeth Mascaro said she has a lot of these things also coming on her report, and just wants the Commission to decide how this will work.

Mayor Alison Dennington said she finally understands what the task list is, said updates are all she has been wanting. Could potentially say there are task lists that are things that have been voted on to do, but other things are items of ongoing special interest which could be an item that needs an update.

E. Approval of the Regular Town Commission Meeting minutes December 18, 2024 – 05:43:45

Mayor Alison Dennington spoke about page 10 to add BSE where it just says engineering.

Commissioner Anna Butler said this is a good example of things that could have been received by the Commission beforehand to avoid going over in the meeting.

Commissioner Tim Reed made a motion to table this until the next meeting; Vice Mayor Dawn Barlow seconded; Motion carried 5-0.

Mayor Alison Dennington clarified with the Town Clerk that she could send it in an email.

13. Administrative Reports

A. Town Attorney

No additions.

B. Town Manager – 05:48:05

Town Manager Elizabeth Mascaro spoke about not receiving a response from the County Attorney yet regarding Old Town Hall. The Building Official went to see if any other repairs would be needed structurally. The contract does not expire until October of 2026, there is a 5-year extension clause. Asked if they would consider selling the building or the land back to the Town. The question of ADA compliance was brought up. In this year's budget there is \$12,500 budgeted for the roof. Basin 1 meeting is scheduled for January 29th. Should have the plans for engineering and break out the phases and what order should they be done in. Met with the former Town Manager for Palm Bay who is now the Assistant City

Manager for Satellite about stormwater grant money, how Melbourne Beach can get that done quickly. Spoke about the ramp and the Goodson Paving project.

Mayor Alison Dennington confirmed that the ramp will be in by the next election.

Vice Mayor Dawn Barlow asked if the stormwater meeting would be taped.

Town Manager Elizabeth Mascaro said they could record it but there would not be minutes. Spoke about the Christmas Fund – there was not \$12,500 spent. There was only \$4,592.44 and \$1,292.81 in public donations. Said the Goodson Paving project is pretty much done. The engineer has inspected the work. It will be a couple more months before the sod in Circle Park is replaced, so it is done during the growing season.

Mayor Alison Dennington also asked about having an inventory of contracts, lists the contract, the parties to the contract and the expiration date.

Town Manager Elizabeth Mascaro said we do have an inventory of contracts, it is by vendor.

14. Commission Reports

15. Task List

16. Public Comment

17. Adjournment

Commissioner Robert Baldwin made a motion to adjourn; Vice Mayor Dawn Barlow seconded; Motion carried 5-0.

Meeting adjourned at 12:01 p.m.

ATTEST:

Alison Dennington
Mayor

Rachel Pembroke
Transcriptionist

Town of Melbourne Beach

SPECIAL TOWN COMMISSION MEETING January 27, 2025 at 6:00 p.m. COMMUNITY CENTER – 509 OCEAN AVENUE

MINUTES

Commission Members:

Mayor Alison Dennington
Vice Mayor Dawn Barlow
Commissioner Robert Baldwin
Commissioner Anna Butler
Commissioner Tim Reed

Staff Members:

Town Manager Elizabeth Mascaro
Town Attorney Ryan Knight
Town Clerk Amber Brown

1. Call to Order

Mayor Alison Dennington called the meeting to order at 6:01 p.m.

2. Roll Call

Town Clerk Amber Brown conducted roll call

Commission Members Present

Mayor Alison Dennington
Commissioner Robert Baldwin
Commissioner Anna Butler
Commissioner Tim Reed

Staff Members Present

Town Manager Elizabeth Mascaro
Town Attorney Ryan Knight
Town Clerk Amber Brown

Commission Members Absent

Vice Mayor Dawn Barlow

3. Pledge of Allegiance and Moment of Silence

Mayor Alison Dennington led the Pledge of Allegiance.

Mayor Alison Dennington spoke about parts of Robert's Rules of Order. Said there is a workshop coming up to discuss this matter, but she cannot attend and wanted to touch on a couple specific things. Said that debate opens when someone makes a motion, so you are allowed to speak after there is a motion. Chair can interrupt for a point of information or

clarification. Speaking before recognition, said the Commission in the past has had a custom and practice of allowing open debate. If a member says point of order, the Chair has to resort back to regular rules. Says going forward she will require recognition before speaking, each member will be called on and has the opportunity to speak twice. For any reason ahead of time, any member can say, I would move that we suspend formal debate so we don't have to wait to be called on. The chair is not supposed to be the one to do that. Members can move to limit or extend debate on any particular issue. Robert's Rules has a specific discussion on small town councils and says that if the chair is a voting member, they have every right to discuss and debate things, they just have to pass the gavel. Said a member cannot move to limit or end debate if everyone has not gotten the chance to speak. Suggested turning on microphones as an indication that a member wants to speak.

4. Public Comments – 12:04

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda.

None

5. New Business – 14:00

A. Ordinance 2024-05 Charter 74 Vacation Rentals – First reading

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, FLORIDA, AMENDING CHAPTER 74, "VACATION RENTALS"; AMENDING REGISTRATION REQUIREMENTS; PROVIDING ADVERTISING REQUIREMENTS FOR VACATION RENTALS; AMENDING PARKING REQUIREMENTS TO LIMIT AMOUNT OF VEHICLES AT VACATION RENTALS AND ADVERTISING REQUIREMENTS; AMENDING MAXIMUM OCCUPANCY CAPACITY AND ADVERTISING REQUIREMENTS; PROVIDING FOR BACKGROUND CHECKS OF OCCUPANTS OVER EIGHTEEN YEARS OLD; PROVIDING FOR NOISE REGULATIONS AND PENALTIES; PROVIDING FOR REGISTRATION SUSPENSION; REMOVING THE EXEMPTION FOR OWNER-OCCUPIED VACATION RENTALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Ryan Knight read the title Ordinance 2024-05 Charter 74 Vacation Rentals.

Commissioner Tim Reed made a motion for informal limited debate with a maximum time of 15 minutes per person; Commissioner Anna Butler seconded; Motion carried 4-0.

Commissioner Tim Reed said he felt this first reading did not completely address the issue of fire inspection for owner occupied units. His recommendation based on what the Fire Chief has said is that we would need to exempt the fire inspections on owner occupied.

Commissioner Robert Baldwin asked if he said anything about if there is just one rented bedroom, that does not require an inspection.

Commissioner Anna Butler said she believes he did say that, but if we are going to require that they no longer get an exemption, then won't they be adhering to the same regulations as far as registration which would include inspections.

Mayor Alison Dennington said there is nothing that says you can't inspect at all but there's also nothing that says for this limited space you have to inspect all of it. Could say it can be waived for certain limited subset. Have some flexibility in this requirement because there is not a state requirement about this issue.

Town Manager Elizabeth Mascaro said if they are owner occupied and renting one bedroom, there is not an inspection required.

Commissioner Robert Baldwin asked if that is something we can relegate to policy, we don't have to define every nuance of fire inspections in this provision.

Town Manager Elizabeth Mascaro said the owner occupied rental could indicate how many bedrooms they are renting out so the Town can determine if they would be subject to an inspection.

Town Attorney Ryan Knight said that is not something that would specifically have to go into the ordinance, it would be more on the policy and procedures side.

Mayor Alison Dennington said that the Fire Chief could write up a memo that says in these cases, these are the requirements. Could also use this as a basis for a reduced fee structure as well.

Commissioner Tim Reed said he liked that idea, he had been struggling to see where it was addressed.

Commissioner Tim Reed made a motion to task the Fire Chief to create a policy for owner occupied short term rentals related to fire inspections; Commissioner Robert Baldwin seconded; Motion carried 4-0.

Mayor Alison Dennington said she was pleased with the updated version. Said there are still places that do not say certificate, like provisions 74-22, 74-21.

Commissioner Anna Butler said there was one at 74-17A.

Town Attorney Ryan Knight said he can do a strikethrough.

Mayor Alison Dennington said she was confused about potential conflict or ambiguity about when the responsible party has to be available for what circumstances, referenced 74-25.

Town Attorney Ryan Knight said that a code violation could fall within the 24 hours because it is a complaint. There would not be a code enforcement officer calling at midnight, that would end up being a police officer, so that would fall under responding to police.

Mayor Alison Dennington asked about citations issued to renters, gave the example of a car being parked where it's not supposed to.

Town Attorney Ryan Knight said that the citation would go to the owner of the vehicle but there could also be a code violation sent to the rental property owner.

Commissioner Anna Butler made a motion to pass Ordinance 2024-05 as revised this evening; Commissioner Robert Baldwin seconded;

Gary Prutow – 228 Sixth Ave - 32:50 - Spoke about how reasonable regulation is not an issue and should be expected. Don't punish good residents that have always followed the rules. Requested the grandfathering be extended. Said the part about sex offenders will be hard to pull off. Believes owner occupied should remain exempt.

Jan Futch-Guilbeau – 806 Oak – Spoke about how the sex offender check has to stay.

Joyce Barton – 322 Third Ave – Spoke about her concerns with lumping owner occupied STRs with others. Believes the inspection might be a property rights issue, and the inspection might cause an issue with homestead exemptions. Feels there is overregulation.

Commissioner Robert Baldwin made a motion to allow Joyce Barton to finish her comment for up to two minutes; Commissioner Anna Butler seconded; Motion carried 4-0.

Mark McBride – 310 Second Ave – Spoke about having three vacation rentals around his home and the proposed parking requirement still allows more vehicles if they are visitors. Wants it to say occupants and visitors must be in the driveway. Spoke about how the noise violation regulation needs to be addressed and the owner needs to be held responsible.

Town Clerk Amber Brown read a public comment received from Sherri Quarrie – 701 Pine St – Do not remove the definition of owner occupied, do not group owner occupied with any others, and keep landlines.

Mayor Alison Dennington said that in regards to the landline issue, asked the Town Attorney that in a situation regarding a boil water alert, would the Town be liable if someone were to get sick.

Town Attorney Ryan Knight said that the Town would not be liable, if you're putting it on the website, that would be enough notice.

Commissioner Robert Baldwin brought up the parking issue Mark McBride brought up during public comment and could see guest parking being an issue.

Mayor Alison Dennington said she remembered discussing it, but said the Town Attorney revised it saying after a certain amount of time a guest becomes an occupant. Said if there is an issue in the future with guest parking that keeps coming up even after these changes have been implemented, they can address that strategically at that point.

Town Attorney Ryan Knight said the maximum collective number of automobiles will be limited to 4 at any vacation rental, so if there are more than 4 there is a violation. Said it would be difficult for the police to distinguish if cars are there for a STR or another home.

Commissioner Anna Butler said maybe it would help if the police had a list of STRs, if there are several on one street perhaps police can do more drive-bys.

Commissioner Robert Baldwin asked if neighboring communities maintain owner occupied exemptions.

Town Attorney Ryan Knight said many of the Towns that he looked over do maintain owner occupied exemptions, but some do, some don't.

Mayor Alison Dennington said some of the Towns have it to where you cannot rent for less than 3 months, so their STR regulations would not be an accurate comparison.

Commissioner Tim Reed clarified that this is the first reading that is being voted on, but they are still going to do a second reading.

Motion carried 4-0.

6. Adjournment

Commissioner Robert Baldwin moved to adjourn; Commissioner Anna Butler seconded; Motion carried 4-0.

Meeting adjourned at 6:59 pm.

ATTEST:

Alison Dennington
Mayor

Rachel Pembroke
Transcriptionist

Town of Melbourne Beach

SPECIAL TOWN COMMISSION MEETING

February 5, 2025 at 5:30 p.m.

COMMUNITY CENTER – 509 OCEAN AVENUE

MINUTES

Commission Members:

Mayor Alison Dennington
 Vice Mayor Dawn Barlow
 Commissioner Robert Baldwin
 Commissioner Anna Butler
 Commissioner Tim Reed

Staff Members:

Town Manager Elizabeth Mascaro
 Town Attorney Ryan Knight
 Town Clerk Amber Brown

1. Call to Order

Vice Mayor Dawn Barlow called the meeting to order at 5:30 p.m.

2. Roll Call

Town Clerk Amber Brown conducted roll call

Commission Members Present

Vice Mayor Dawn Barlow
 Commissioner Robert Baldwin
 Commissioner Anna Butler
 Commissioner Tim Reed

Staff Members Present

Town Manager Elizabeth Mascaro
 Public Works Director Tom Davis
 Town Clerk Amber Brown

Commission Members Absent

Mayor Alison Dennington

3. Pledge of Allegiance and Moment of Silence

Vice Mayor Dawn Barlow led the Pledge of Allegiance.

4. Public Comments – 01:55

After being acknowledged by the Vice Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda.

5. New Business – 02:30

A. Consideration to replace sewage line for the Ryckman Park restrooms – Public Works Director Tom Davis

Public Works Director Tom Davis spoke about the sewage line issue in the Ryckman Park restrooms. Said the problem is a natural phenomenon in Florida with the sandy soil, it causes settling. The water and waste accumulate in lower spots, and while they have been able to keep up with it by cleaning it up over the last few years, the actual problem really needs to be fixed. He reached out to a few companies to get quotes. Sun Plumbing came in roughly \$1,300 under Tucker Plumbing. Said PE pipe is the most forgiving and durable.

Commissioner Tim Reed asked if the code specifies a type of pipe.

Public Works Director Tom Davis said it could be either PVC or PE pipe as long as they are rated as the drain waste vent.

Commissioner Robert Baldwin said it sounded like the flexibility in the pipe caused the issue, so would a rigid pipe be better, and if work needs to be done to the trench?

Public Works Director Tom Davis said he asked that question and did not get a positive answer. Said the research makes it seem like the rigid pipe is okay, but that the more forgiving PE pipe is better. Said he does not know if it is a cost factor that makes the decision. Said work needs to be done to the trench and will ask what type of compaction it needs. Spoke about how he has the equipment to do it himself.

Commissioner Anna Butler made a motion to open this up for discussion; Commissioner Robert Baldwin seconded; Motion carried 4-0.

Public Works Director Tom Davis said the turnaround time would be two weeks. Said the porta potties are in place and that cost \$463.83 for a month - 12:30

Commissioner Tim Reed asked about the remaining items on the quotes being the same, and if there is anything special to this project, and where the funds are coming from.

Public Works Director Tom Davis said 80 feet is what they factor by feet, 90s and 40s are standard PVC fitting. Nothing special to this project, the pipe runs right down the middle, and we have sufficient landscaping funds.

Town Manager Elizabeth Mascaro spoke about how the funds will come from the General Fund Building Maintenance.

Vice Mayor Dawn Barlow asked about permit fees, and if the Building Official has weighed in on the type of pipe. Asked what his recommendation would be.

Public Works Director Tom Davis spoke about there would be a permit, but there would not be any fees. Would be following industry standards as far as the type of pipe. Recommends going with Sun Plumbing.

Commissioner Robert Baldwin asked what type of pipe is currently there.

Public Works Director Tom Davis said the pipe is regular PVC pipe. Will get with the Building Official to see if he would use a different type of pipe.

Commissioner Robert Baldwin moved to accept the recommendation from the Public Works Official in accepting the bid of Sun Plumbing to repair the bathroom sewer pipe, with the caveat that he check with the Building Inspector prior to letting the contract to make sure the PE pipe is acceptable; Commissioner Anna Butler seconded; Motion carried 4-0.

6. Adjournment

Commissioner Anna Butler moved to adjourn; Commissioner Tim Reed seconded; Motion carried 4-0.

Meeting adjourned at 5:49 pm.

ATTEST:

Alison Dennington
Mayor

Rachel Pembroke
Transcriptionist

Town of Melbourne Beach

TOWN COMMISSION WORKSHOP

February 5, 2025 at 6:00 p.m.

COMMUNITY CENTER – 509 OCEAN AVENUE

MINUTES

Commission Members:

Mayor Alison Dennington
 Vice Mayor Dawn Barlow
 Commissioner Robert Baldwin
 Commissioner Anna Butler
 Commissioner Tim Reed

Staff Members:

Town Manager Elizabeth Mascaro
 Town Clerk Amber Brown

1. Call to Order

Vice Mayor Dawn Barlow called the meeting to order at 6:00 p.m.

2. Roll Call

Town Clerk Amber Brown conducted roll call

Commission Members Present

Vice Mayor Dawn Barlow
 Commissioner Robert Baldwin
 Commissioner Anna Butler
 Commissioner Tim Reed

Staff Members Present

Town Manager Elizabeth Mascaro
 Fire Chief Gavin Brown
 Town Clerk Amber Brown

Commission Members Absent

Mayor Alison Dennington

3. Pledge of Allegiance and Moment of Silence

Vice Mayor Dawn Barlow led the Pledge of Allegiance.

4. Public Comments – 1:45

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda.

5. New Business – 2:15

- A. Presentation from the Melbourne Beach Volunteer Fire Department pertaining to the need to adjust the Department's current staffing model to a combination-type (hybrid) system, with a few paid staff to supplement the existing volunteers – Fire Chief Gavin Brown

Fire Chief Gavin Brown said he will be presenting part one tonight which is who we are as a Fire Department, challenges they are facing, possible solutions and what benefits the solution could bring the community. Part two will be presented in a month and will go over hard dollar figures and funding sources. The Melbourne Beach Volunteer Fire Department was established in 1953 by 6 Town residents. They are ISO class 3 which means the protection they provide is in the top 18% of all fire departments in the US. Staffing is himself, the only paid full time employee as Fire Chief, and one part time employee who is a Maintenance Technician. They also have 35 volunteers; 21 are state certified volunteer firefighters, 7 are EMTs or paramedics, 10 are state certified fire instructors, 2 are fire inspectors and 7 are stop the bleed and CPR instructors. Also have one Master Safety Officer in the department and 2 qualified strike team leaders. They respond to fire related and other emergencies in Melbourne Beach 24/7, 365. They write their own grants.

Commissioner Tim Reed asked what the success rate is for grants.

Fire Chief Gavin Brown estimated their success rate is 65% roughly, said most grants they apply for are federal, which means they are competing with all Fire Departments in the US. Feels confident they receive over 50% but sometimes the needs of other communities are greater. Said they are one of few Volunteer Fire Department's left. A lot of the volunteers bring knowledge from different backgrounds/careers in addition to the training they receive. They are a non-staffed fire station, the volunteers have pagers and are on call. They train other municipalities firefighters. They have a Volunteer Firefighters Association which is a 501c3 which donated over \$100,000 in benefits to the Town last year and provides many helpful programs. The Fire Department helps the Town host events and helps with non-emergency services. They also assist other Town Departments.

Commissioner Tim Reed asked what area the Fire Chief is referring to when he says they are one of the only Volunteer Fire Departments in the area. Asked about how Melbourne Beach compares in size and demographics.

Fire Chief Gavin Brown said Brevard County and surrounding Counties in Central Florida. Said there are not very many comparable sizes, the closest would be Indialantic, although there are more residents and square footage in Melbourne Beach than Indialantic. Indialantic has some volunteers but relies on their paid Fire Department staff. Says people should care because the Melbourne Beach Fire Department provides professional service with a small town feel. Community expectations of the Fire Department are that people are going to show up with proper equipment to handle the emergency, that they are going to have the proper staffing for the emergency, and a guaranteed quick response. Says there are less fires now than there used to be but the fires are different now. They burn up to 8 times faster and reach hotter temperatures and grow larger in size due to more

synthetic materials and lithium batteries being used and new construction techniques which reduce cost but increase fire risk. Spoke about some of the issues with the department being made up of volunteers, they are hard to get and hard to keep.

Fire Chief Gavin Brown said the reason this is being brought forward today is because of changes in the local partnership with Indialantic. They cancelled the automatic aid agreement that was in place, saying it was not equitable due to them sending paid firefighters and Melbourne Beach sends volunteers, so it was costing Indialantic more. Fire Chief Gavin Brown said while it was not equal it was fair, both departments provided different things that benefitted both communities. The current model is not sustainable. We are unable to guarantee a quick response of 5 minutes or less which is critical.

Commissioner Robert Baldwin asked if volunteers are harder to find because requirements have gone up.

Fire Chief Gavin Brown said the training requirements have increased both for initial training and for continuing education. Said that people ask if we got more volunteers would that fix the problem and the short answer is no. It would help, but it would not fix prolonged response times and the shortage of volunteers with the skills for leadership roles within the organization. It takes a year to train a new volunteer. Says he wants to transition to a combination style department which will have some paid staff members to supplement the volunteers. Spoke about the various ways this would benefit the Town and that this could potentially bring back the automatic aid agreement with Indialantic and would allow for a partnership with Brevard County Fire Rescue. Does not want to outsource because it would cost a significant amount, will provide numbers at his next presentation, also once you outsource it is not a decision that can be reversed. The Fire Department is looking at applying for a grant for staffing.

Commissioner Robert Baldwin asked when the grant would take effect. - 42:25

Fire Chief Gavin Brown said it is hard to say, it depends when the grant is awarded and takes 6-12 months to start awarding them. Probably meet again in April before the budget to review costs/figures and the Commission can vote how they want to proceed.

Vice Mayor Dawn Barlow asked for data as far as the number of volunteers, number of calls, and budget. Asked the Fire Chief to provide the budget per year, number of volunteers, and the number of calls per year since 2019. Asked about the community paramedicine program that Satellite Beach has implemented, number of homes, general feedback, and data from their program.

Fire Chief Gavin Brown said he could get those figures, but the amount of calls does not matter when it comes to the speed at which emergencies need to be addressed and how many people that would require. Said the Police Department currently responds to medical incidents in Melbourne Beach but this would allow the Fire Department to be able to respond in addition to or instead of the Police. Said the ISO rating could potentially be lowered with a combination style Fire Department, but that would most likely affect insurance rates for businesses over residents. Said he will reach out to Satellite and get some data from them.

Commissioner Anna Butler asked in the event that we hire paid staff, if they would be 24/7, and asked if we have accommodations for that. Would there be any concerns about current volunteers wanting to transition to paid positions, leaving you with less people.

Fire Chief Gavin Brown said yes, they would be 24/7 and there would be slight retrofitting but there would not be any significant cost. Said he does not believe the paid positions would take away people that are volunteers currently, but could be used as a recruiting tool in the future saying they hire for paid positions out of the pool of volunteers first.

Deputy Chief John Miller spoke about how everyone is hiring right now and there is a staffing shortage.

Commissioner Robert Baldwin asked about the idea of paying Indialantic to continue to be the quick response to our Town.

Deputy Chief John Miller said that is something that could be looked into. He said it is important to know the roles of each department in that kind of agreement. Said in the previous agreement they only come out for fire, not medical. The inequity is that Indialantic does fire and medical services and Melbourne Beach only does fire. A community running medical and fire will get a lot more call volume.

Fire Chief Gavin Brown said the Town does not pay anything to the County for EMS, it's included in the resident's taxes. We cannot say we do not want to use those services because they are the only ones allowed to transport in Brevard County.

Commissioner Robert Baldwin clarified that currently, the County provides transport and medical and the Town provides fire and that the quickest responses would be in the Town.

Commissioner Tim Reed asked if it is possible to quantify the volunteer response versus a paid response time. - 1:08:48

Fire Chief Gavin Brown spoke about how NFPA recommendation for paid departments is on scene in 5 minutes. Typically today with the volunteers it's between 10-15 minutes to be on scene.

Deputy John Miller spoke about how there is no difference in time putting gear on and getting on scene. The time difference is the time it takes to get to the station in order to respond to the call.

Fire Chief Gavin Brown spoke about how he can provide the stats on response times. If the department had paid staff the response time could be 3-4 minutes.

Commissioner Tim Reed asked about what number he means by a few paid staff.

Fire Chief Gavin Brown spoke about the minimum would be 6 and the maximum would be 8. You must have 2 on shift per shift for 24 hours and 48 hours off. The other possibility is 8 staff and they would work 24 hours on and 72 hours off. This would lower overtime when someone takes time off, and the yearly salary would be lower.

Commissioner Tim Reed asked about the statement if there were 20 new volunteers, that still wouldn't fix the issue.

Fire Chief Gavin Brown spoke about how it would not change the response times and it would not change the automatic aid. He spoke about the requirements to become a firefighter which includes 191 hours of classroom training for minimum level members.

Deputy Fire Chief John Miller spoke about how manpower is as important as response time. The volunteer system provides the manpower.

Fire Chief Gavin Brown spoke about how Florida requires 2 in and 2 out. Two people can start rescues but trying to put the fire out requires 4 certified firefighters on scene.

Vice Mayor Dawn Barlow asked if there is a grant out there to extend beyond the first 3 years if the Town did receive that grant. As budget is coming, that is something that needs to be looked at. - 1:22:08

Fire Chief Gavin Brown said the Safer Grant allowed people to apply for extensions which we could apply for but would not rely on it.

Town Manager Elizabeth Mascaro spoke about the response from Indialantic was that they would just hire more staff to help Melbourne Beach. Would rather invest in our department than pay another department to hire more staff.

Commissioner Robert Baldwin spoke about leaving no stone unturned and discussing all of the options.

Deputy Chief John Miller spoke about how the difference is culture.

Commissioner Robert Baldwin asked about the possibility of volunteers staffing the station for additional pay.

Fire Chief Gavin Brown said they would be able to be at the station, but none of the volunteers want to and he understands it is a big ask but he would take applications if they are willing to. But as far as pay, you can only pay so much in stipend (20%) for it to be considered a volunteer position.

Commissioner Robert Baldwin spoke about getting data and quotes prior to that workshop.

Fire Chief Gavin Brown spoke about how right now volunteers are covering the Town, but it's not realistic to not allow our volunteers to leave Town because they have to cover the area.

Commissioner Anna Butler spoke about how the Town is vulnerable. We do need to do all of the due diligence, but something has to happen.

The Commission confirmed the next workshop will be in April.

Town Manager Elizabeth Mascaro spoke about how a lot of the volunteers have a full time job and they still volunteer a lot and it is a lot to ask.

Vice Mayor Dawn Barlow spoke about how skilled and qualified our department is.

Deputy Chief John Miller encouraged the Commissioner to ask questions and spoke about how compliance is mandated for us, we do not get to pick the requirements.

B. Discussion on amending Resolution 2023-10 Town Commission Rules and Procedures – Commissioner Anna Butler – 01:37:00

Commissioner Anna Butler spoke about reaching out to other municipalities to ask about time limits. A lot of them had time limits. One of them that had limits started having 2 meetings per week which she does not want.

The Commission agreed there is room for improvement.

Vice Mayor Dawn Barlow spoke about how the resolution drives how the meetings should go, and the prior Commission got away from following it.

Commissioner Anna Butler spoke about how the main things are the Chair drives the entire meeting and keeps everything on task. We don't necessarily need a hard stop time, but we should pick certain parts of Robert's Rules of Order and put them into the Resolution. Limit the debate to each Commissioner gets 2 times to speak the first time is 3 minutes and the second time is 2 minutes. Limit the total amount of time allotted for Public Comment to 30 minutes. Feels this would be a good starting point.

Commissioner Robert Baldwin asked how you would limit Public Comment. Suggested making a list to speak and go in order until the time is up.

Commissioner Anna Butler said we could do that or limit the time each person speaks.

Vice Mayor Dawn Barlow spoke about section J4 and that is a section to limit the Commission. This talks about how before a Commissioner member is allowed to speak a second time, the others have to have been given the opportunity to speak first. Said if one Commission member is speaking after each person, it is on the rest to say out of order.

Commissioner Anna Butler said a minimum of 7 days prior to the meeting the packets should be available.

Commissioner Tim Reed said he wanted to touch on the sequence of the agenda. Said if he is understanding correctly, the current resolution has aspects of it that if the Commission followed more closely, we would be more on track for an efficient meeting.

Vice Mayor Dawn Barlow mentioned that each resident can speak for 3 minutes and there should only be 3 responses to anyone speaking at the podium. Commissioners can ask follow up questions. Public Comment is not intended to be a 15 minute discussion.

Town Clerk Amber Brown said the three minutes is not specified by the State, that is by municipality, we do have to allow Public Comment, said to ask the Town Attorney if you can cap the time for Public Comment. A lot of other municipalities have a card the residents have to fill out that has their information and a summary of what they will speak about, must turn in the card before they are allowed to speak.

Commissioner Robert Baldwin asked if the time allotted to each individual speaking is based upon how many cards they get ahead of time to which no one had the answer.

Vice Mayor Dawn Barlow mentioned getting the Town Attorney's opinion.

Commissioner Tim Reed said it would be hard to limit public comment to 30 minutes. That comes across harshly.

Commissioner Robert Baldwin said they are more so focusing on limiting time per speaker.

Town Manager Elizabeth Mascaro said the Commission does not have to respond to public comment at all. It should not be a conversation.

Vice Mayor Dawn Barlow said it says, if under Public Comments a citizen's concerns can be addressed by answering their question, provide a short explanation, or by the Commission directing the Town Manager to follow up. Said we could build in a time limit for each Commissioner responding to Public Comment.

Town Manager Elizabeth Mascaro said there have never been meetings that last as long as these have, with very limited agenda items. Suggests stopping the back and forth and having things put on the task list to put on another meeting or workshop agenda. - 1:53:10

Commissioner Anna Butler said if we get our packets early, that will help if we have questions we can have a meeting with that department head and ask them.

Vice Mayor Dawn Barlow reiterated the importance of using out of order.

Commissioner Tim Reed said he could lead, starting with page 6, Non Agenda Public Comment, would be happy if that was at the very beginning.

Town Clerk Amber Brown said the agenda additions, changes and deletions are typically done towards the beginning of the agenda because that is the Commission's agreement to the agenda so no one can go out of order.

Vice Mayor Dawn Barlow said the order should be Call to Order, Roll Call, Pledge of Allegiance, then the Meeting Agenda. The Commission agreed. Then she said number 5 would be Proclamations and Awards.

Town Manager Elizabeth Mascaro said it might be good to have the visitors speak and then go into Public Comment and then the boards could make their presentations.

Commissioner Robert Baldwin asked who approves special guests.

Town Manager Elizabeth Mascaro said that may be by request, someone may contact a Commission member to sponsor x, y or z. Said things still get vetted.

Vice Mayor Dawn Barlow said it could come through the Town through departments or through the Commission.

Commissioner Anna Butler clarified that if someone comes to her with a request to sponsor something, she does not need further approval.

Town Manager Elizabeth Mascaro said if a Commissioner does not want to sponsor something they can suggest having the person come speak during Public Comment.

Vice Mayor Dawn Barlow said after number 5, Proclamations and Awards would come number 6, Special Guests and then number 7, Public Comment for Non Agenda Items.

Commissioner Tim Reed suggested a time limit for Special Guests. Asked about adding a place for the Commission to talk about Non Agenda Items.

Town Manager Elizabeth Mascaro said that issue would fall under Commission Report which falls towards the end of the meeting, but could be moved up.

Vice Mayor Dawn Barlow brought up translating her summary of open items into a Commission Report that would get inserted to help have visibility to share with everybody. Suggested number 8 would be Consent Agenda. Number 9 Unfinished Business. Number 10 is New Business.

Town Clerk Amber Brown brought up Public Hearing and Special Orders.

Vice Mayor Dawn Barlow updated the order putting Public Hearing and Special Orders at number 9, Unfinished Business becoming 10 and New Business becoming 11. Asked if department heads not coming to meetings included the Finance Manager.

Town Manager Elizabeth Mascaro said it does include the Finance Manager but they will be coming at certain times when relevant.

Town Clerk Amber Brown said the Finance Report is different from other departments because there is typically a vote on that one.

Vice Mayor Dawn Barlow said in that case, the Finance Budget Report should come first at number 12, and number 13 would be Department Boards and Committees.

The Commission discussed appointments and Town Clerk Amber Brown said that typically falls under Consent Agenda. - 2:17:35

Vice Mayor Dawn Barlow asked about Administrative Reports which is the Town Manager and Town Attorney Reports becoming part of the Department Reports.

Town Manager Elizabeth Mascaro said that could all fall under Department Reports.

Vice Mayor Dawn Barlow said number 14 would be Commission Reports, number 15 would be Task List and number 16 would be adjournment. So the total list looks like: 1 Call to Order, 2 Roll Call, 3 Pledge of Allegiance and Moment of Silence, 4 Meeting Agenda Additions, Deletions, Changes, 5 Proclamations and Awards, 6 Presentations by Special Guests with 5 minute maximum, 7 Public Comment Non Agenda Items, 8 Consent Agenda, 9 Public Hearings Special Orders, 10 Unfinished Business, 11 New Business, 12 Finance Budget Report, 13 Town Staff and Board Reports, 14 Commission Reports, 15 Task List, 16 Adjournment.

Town Clerk Amber Brown said this will now be part of a resolution that will be drafted and presented to the Commission to be voted on as a whole. If there are items the Commission would like to change that could be done now or at another workshop.

Vice Mayor Dawn Barlow asked for 10-15 minutes to make recommendations on the resolution and additional amendments.

Town Clerk Amber Brown clarified that the Commission's resolution will supersede Robert's Rules of Order.

Vice Mayor Dawn Barlow continued, saying to keep TCW, STCW, and RTCM the same deadline to provide the agenda packets 7 days ahead. Page 13 and page 14 to say, 5:00 p.m. on the second Friday before the meeting.

Town Manager Elizabeth Mascaro said that the Town Attorney said walk ons are allowed.

Vice Mayor Dawn Barlow said page 14 number 3, remove the last sentence not allowing walk ons. Asked the Town Clerk about section 4.

Town Clerk Amber Brown said what that was saying is if there are no verbal objections, there is unanimous consent.

Vice Mayor Dawn Barlow said page 15 Section 6, change to 7 days before the meeting on Wednesday. Said there is no deadline defined about the Commission getting questions about the packet to the Town.

Town Manager Elizabeth Mascaro said the Commission can ask her questions up until right before the meeting, and does not believe they need a deadline. - 2:34:25

Vice Mayor Dawn Barlow said page 16 Section 7 notes the public is to address the Commission, not a single person.

Commissioner Robert Baldwin said that at the start of Public Comment, it is a good time to remind them that they are supposed to address the Commission as a whole and not to address an individual Commissioner or Town Staff at all.

Vice Mayor Dawn Barlow asked if the Commission wanted to add Public Comment cards.

Commissioner Tim Reed said he was not in favor at this time, and the Commission agreed.

Vice Mayor Dawn Barlow referenced limits on each Commissioner's speaking time. Says she personally feels that if the public is limited to 3 minutes and the Commissioners have been able to do their homework they should also be limited to 3 minutes. Asked if the Commission wants the public to speak before the Commissioners do.

Town Manager Elizabeth Mascaro said you have to make a motion before you speak because it is possible that no one is in favor of it.

Vice Mayor Dawn Barlow said as it states now, the Mayor introduces an item, asks for a brief discussion, each Commission Member is given an opportunity to speak, then Public Comment, then Commission Members speak again.

Town Clerk Amber Brown said the reason this is written in the resolution is because it is not following Robert's Rules of Order. It is up to the Commission to change it if they want.

Vice Mayor Dawn Barlow said that means J7 needs to go to 3.

Commissioner Robert Baldwin said you can always amend your motion after learning things from other Commissioners or the public, but a motion needs to be put out first.

Town Manager Elizabeth Mascaro mentioned that anyone on the Commission can respond to Public Comment, but asked if they wanted a time limit on response times.

Vice Mayor Dawn Barlow said to limit Commissioner's responses to 1 minute, page 17 J6.

Town Clerk Amber Brown said she would have to see if she could program multiple times to be able to keep time for various things during the meetings, but could figure it out later.

Town Manager Elizabeth Mascaro suggested purchasing another timer.

Vice Mayor Dawn Barlow wanted to mention page 20 Section 12 Minutes – Currently says the deadline is Tuesday before the meeting on Wednesday for the minutes and spoke about changing it to the second Friday before the meeting.

Town Clerk Amber Brown asked if revisions should be included in the packet or presented at the meeting. Also spoke about the Consent Agenda, anyone can pull something from it, it would still become an agenda item, but not a Consent Agenda item.

Vice Mayor Dawn Barlow said section 13, it takes four votes to pass the resolution. Section 1 (C) said this language says 2/3rds of the Commission is needed for a vote which is 3.33 people. Sounds the same but has different language than 13. Can we remove Section 1(C)?

Town Clerk Amber Brown said she will verify what Section 1-20 of the code says.

Commissioner Robert Baldwin left at 8:54pm.

C. Discussion on the proposed Task List – Vice Mayor Dawn Barlow – 02:55:00

Vice Mayor Dawn Barlow said she is going to build out a written Commission Report that any of the Commissioners can see in the packet.

Commissioner Tim Reed said the way he has currently seen it is tasks for the Town Staff. The list that the Vice Mayor is building out is more like a Commission list, the topics and items we want to work through and prioritize.

Vice Mayor Dawn Barlow spoke about getting minutes from the various Boards to be in the know about what they are doing. Suggested having each Board formalize in an email what was done in the past year and what will be done in the coming year. Also asked about any other lawsuits pending or known at this time and how communication with the Town Commission has taken place.

Town Manager Elizabeth Mascaro said on Monday there was a ruling where the request was denied. They have 30 days to appeal. Said there is a meeting, it's called a Shade meeting, and those are strategy meetings. Once the lawsuit is finalized it becomes public record.

Vice Mayor Dawn Barlow asked about the Magistrate.

Town Manager Elizabeth Mascaro said the Magistrate passed away yesterday. Said the Town Attorney was already meeting with another attorney in Rockledge to talk about a local magistrate before the current Magistrate passed. Discussed asking another member of his firm to come up until the Town can find someone.

Commissioner Tim Reed spoke about having a workshop to start the discussion about the Town Manager's Contract renewal which ends this fiscal year.

6. Adjournment

Commissioner Anna Butler moved to adjourn; Commissioner Tim Reed seconded; Motion carried 4-0.

Meeting adjourned at 9:16 pm.

ATTEST:

Alison Dennington
Mayor

Rachel Pembrook
Transcriptionist



TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

Phone: (321) 724-5860 Fax: (321) 984-8994

1. Name: MARIVI WALKER Home Phone: _____
2. Home Address: 511 RIVERSIDE DR
3. Mobile Phone: 321-505-8727 E-mail address: MARIVIW@GMAIL.COM
4. Business Name: _____ Business Phone: _____
5. Resume or Education & Experience: see attached
(Use additional sheets if necessary or submit resume)
6. Date of birth: 05/18/1966 (to verify voter registration)
(optional)
7. Are you a qualified elector of the town? ☒ YES ☐ NO
8. Are you a resident of the town? ☒ YES ☐ NO
9. Do you reside in the town for at least ten (10) months of each calendar year? ☒ YES ☐ NO
10. Do you hold a public office? ☐ YES ☒ NO
11. Do you currently serve on a Town board? ☐ YES ☒ NO
If yes, which board? _____
12. Please check the board(s) you are interested in serving on:

<input type="checkbox"/> Audit Committee	<input type="checkbox"/> History Center Board
<input checked="" type="checkbox"/> Board of Adjustment	<input type="checkbox"/> History Preservation and Awareness
<input type="checkbox"/> Civil Service Board	<input type="checkbox"/> Parks Board
<input type="checkbox"/> Code Enforcement Board	<input checked="" type="checkbox"/> Planning and Zoning Board
<input type="checkbox"/> Environmental Advisory Board	<input type="checkbox"/> Police Pension Fund Board of Trustees
13. Why do you think you are qualified to serve on this board? PREVIOUS TOWN COMMISSIONER
see attached
14. Would you consider serving on another board other than the one(s) you have selected above?
☒ YES ☐ NO

Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.

Signature: _____

Date: 1/17/2025

Marivi Walker

511 RIVERSIDE DR. MELBOURNE BEACH FL 32951 321|505-8727

Education

BS Biology, **Boston College**, Boston, MA 1987

MBA, **Nova Southeastern University**, Fort Lauderdale, FL 1992

Experience

Florida Institute of Technology

2022-Present **Director, Graduate and International Admission**

2020 – 2022 **Associate Director, Graduate Admission**

2016 – 2020 **Assistant Director, International & Graduate Admission**

2012 – 2016 **International Undergraduate & Graduate Admission Counselor**

2010 – 2012, Melbourne, FL

Substitute Teacher

2009 - 2010 St. Clements Parish School, El Paso, TX

2nd Grade Assistant

2007 - 2009 St. Clements Parish School, El Paso, TX

Kindergarten Assistant

2006 - 2007 St. Clements Episcopal School, El Paso Texas

Full Time Substitute Teacher (Kindergarten thru 8th grade)

1996-2003 BBMNET, Miami, FL

Latin American Sales

1994-1996 Standard Microsystems Corporation, Miami FL

Latin American Sales

1992-1994 The Presidio Corporation, Lanham, MD

GSA contract sales

1990-1992 Smithsonian Tropical Research Institute (STRI), Panama, Republic of Panama

Research assistant

1989-1990 Gorgas Army Community Hospital, Preventive Medicine Service, Canal Zone, Panama

Medical Technologist assistant

MEMEBERSHIPS & ASSOCIATIONS

Council of International Schools, Latin America Committee 2019-2023

International Association of College Admission Counselors 2012-present

National Association of Foreign Student Advisors 2012-present

CERTIFICATIONS & LICENSURES

Florid Sales Associate Real Estate License SL3516061, expiration March 2025

Designated School Official (DSO) Bureau of Citizenship and Immigration Services

Cross Cultural Competence & Management Seminar

Florida Tech's "I Give 5 Star Service" annual certification

ADDITIONAL SKILLS

Fluent in Spanish and Greek. Basic French and Italian.

Excellent presentation skills in small and large group environment

Proficient in MS Office Suite, BANNER, Slate



TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

Phone: (321) 724-5860 Fax: (321) 984-8994

1. Name: Barbara J Struttman Home Phone: 321-614-5568
2. Home Address: 802 Pine St Melbourne Beach 32951
3. Mobile Phone: 321-614-5568 E-mail address: indialanticace@gmail.com
4. Business Name: _____ Business Phone: _____
5. Resume or Education & Experience: BFA Bachelor of Fine Arts
(Use additional sheets if necessary or submit resume)
6. Date of birth: 3-23-1960 (to verify voter registration)
(optional)
7. Are you a qualified elector of the town? ☐ YES ☐ NO
8. Are you a resident of the town? ☒ YES ☐ NO
9. Do you reside in the town for at least ten (10) months of each calendar year? ☒ YES ☐ NO
10. Do you hold a public office? ☐ YES ☒ NO
11. Do you currently serve on a Town board? ☐ YES ☒ NO
If yes, which board? _____
12. Please check the board(s) you are interested in serving on:

<input type="checkbox"/> Audit Committee	<input checked="" type="checkbox"/> History Center Board
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> History Preservation and Awareness
<input type="checkbox"/> Civil Service Board	<input type="checkbox"/> Parks Board
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> Planning and Zoning Board
<input type="checkbox"/> Environmental Advisory Board	<input type="checkbox"/> Police Pension Fund Board of Trustees
13. Why do you think you are qualified to serve on this board? I've been serving as a volunteer Docent for approx 3 years and would like to contribute further
14. Would you consider serving on another board other than the one(s) you have selected above?
☐ YES ☒ NO

Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.

Signature: Barbara J Struttman

Date: Feb 4, 2025

Official Proclamation

TOWN OF MELBOURNE BEACH, FLORIDA

Space Coast Day

July 24, 2025

WHEREAS, on July 24, 1950, at 9:28a.m., a small group of scientists, engineers, and technicians accelerated America into the space age by successfully launching a modified V-2 rocket, Bumper 8, from the sands of Cape Canaveral; and

WHEREAS, today, 75 years after that historic event, thousands of launches have been conducted by military, NASA, and private contractors for national security, or scientific or commercial purposes; and

WHEREAS, the missile program led to the deployment of such missions as America's first satellite, *Explorer I*, orbiting the Earth in 1958, Alan Shepard riding the first manned Mercury capsule in 1961, John Glenn orbiting the Earth in 1962, and Apollo 11 landing on the moon in 1969. Further ventures include probes traveling to other planets and journeying outside of our solar system, the Space Shuttle and an overwhelmingly successful manned space program, and a permanent human presence in space aboard the International Space Station; and

WHEREAS, many of these launches began their journey from Cape Canaveral Space Force Station; and

WHEREAS, the use of space has had an immense impact on the world, from wireless capabilities to weather prediction, from medical advancements to global navigation, and beyond; and

WHEREAS, currently, inactive launch complexes are being rejuvenated for a new generation of launch vehicles to support space exploration and the increased commercial application of space; and

WHEREAS, the launch of Bumper 8 had national implications as it set the stage for the development of the World's Premier Gateway to Space;

NOW, THEREFORE, I, Alison Dennington, Mayor of the Town of Melbourne Beach, in the State of Florida, do hereby declare July 24, 2025, to be

Space Coast Day

and urge all residents to observe this day in honor of the first launch from Cape Canaveral. Space discoveries are the result of many episodes, many people, many days of inspiration, frustration, and elation, resulting from the dreams, visions, and foresight, and personal contributions from many walks of life. All this began with one launch on July 24, 1950, at Cape Canaveral.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Melbourne Beach to be affixed this Nineteenth day of February Two Thousand Twenty-Five.

_____ day of _____, 20_____

Mayor

Attest:_____

Town Clerk



Town of Melbourne Beach
Finance Department

Memo

To: Mayor, Vice Mayor and Commissioners
From: Jennifer Kerr, Finance Manager
Date: February 6, 2025
Re: January Fiscal Year 2025

We are in the fourth month of our fiscal year 2025. The target expenditure rate for January is 33.33%. All departments are doing well keeping their total expenditure budget within the target rate. Some budget lines are fully expended early in the budget year while other lines like salaries and health insurance are paid on a monthly basis. The total General Fund expenditure rate, year to date is 45.77%. The higher rate than the target rate is due to capital items being purchased early in the new Fiscal Year. The Departmental expenditure rate breakdown is as follows:

Legislative:	27.61%
Executive:	32.16%
Finance:	28.58%
Legal:	19.55%
Planning:	02.32%
General Services:	41.00%
Law Enforcement:	35.60%
Fire:	49.20%
Code:	07.08%
Public Works:	36.66%
Grounds Keeping:	13.38%

Expenditure line items in the Finance Report that are over the budgeted amount in January:

General Fund 001 – Department 19 – 001-19-510.35.00 – Pre-employment Expense is over by \$28.00 for the cost of the drug screening of the new Code Officer.

General Fund 001 – Department 29 – Office Supplies – 001-29-520.51.00 is over by \$357.04 for the Life Safety Inspection forms for Vacation Rentals, Desk Name Plate and ID Badge for the new Code Officer, and office supplies for the Code Enforcement Department.

General Fund 001 – Department 42 – Vehicle Maintenance – 001-42-530.46.20 is over by \$16.50 for a backup alarm for the Grounds Keeping vehicle.

Line items that were over the budgeted amount and previously addressed in the November and December Report are not discussed in this report.

The individual line items going over their budgeted amounts do not affect the bottom line. The Town is still within the approved budget.



Town of Melbourne Beach
Finance Department

Discussion Items:

The Town received Parking Revenue for January FY2025 in the amount of \$7,666.45.
Parking revenue for January FY2024 was \$7,524.16.

- A Fiscal Year (FY) parking revenue comparison is attached.

A copy of the Attorney's monthly invoice is provided with the Finance Report.

A spreadsheet of FEMA GRANT FUNDS that the Town has applied for is included.

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH
Balance as of 01/31/2025

Fund: 001 GENERAL FUND						
Account Category: Revenues	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-00-311.00.00	AD VALOREM TAXES	2,830,233.00	2,830,233.00	0.00	370,409.24	86.91
001-00-312.41.00	LOCAL OPTION COUNTY GAS TAX	136,000.00	136,000.00	0.00	122,478.29	9.94
001-00-314.10.00	UTILITY SERVICES TAX FPL	285,000.00	285,000.00	0.00	203,621.01	28.55
001-00-314.30.00	UTILITY SERVICES TAX WATER	60,000.00	60,000.00	0.00	45,166.33	24.72
001-00-314.40.00	UTILITY SERVICES TAX GAS	0.00	0.00	0.00	(260.29)	100.00
001-00-314.40.10	UTILITY GAS TAX AMERIGAS	7,000.00	7,000.00	0.00	4,774.63	31.79
001-00-314.40.20	UTILITY GAS TAX SUBURBAN	1,000.00	1,000.00	0.00	873.58	12.64
001-00-314.40.30	UTILITY GAS TAX FERRELL	3,000.00	3,000.00	0.00	1,695.40	43.49
001-00-314.40.40	UTILITY GAS TAX SAM'S GAS	300.00	300.00	0.00	(39.07)	113.02
001-00-315.00.00	COMMUNICATIONS SERVICE TAX	145,000.00	145,000.00	0.00	114,492.73	21.04
001-00-316.00.00	OCCP. LIC	16,000.00	16,000.00	0.00	4,898.99	69.38
001-00-323.10.00	FRANCHISE FEES FPL	216,000.00	216,000.00	0.00	177,487.73	17.83
001-00-323.70.00	FRANCHISE FEES SOLID WASTE	50,000.00	50,000.00	0.00	23,332.58	53.33
001-00-323.70.10	SOLID WASTE COMMERCIAL	16,000.00	16,000.00	0.00	8,629.93	46.06
001-00-329.20.00	BONFIRE PERMIT	900.00	900.00	0.00	(500.00)	155.56
001-00-329.50.00	LOW SPEED VEHICLE REGISTRATION	2,000.00	2,000.00	0.00	1,000.00	50.00
001-00-329.50.10	LOW SPEED VEHICLE PERMIT FEE	13,000.00	13,000.00	0.00	12,100.00	6.92
001-00-334.40.00	FMIT SAFETY GRANT	5,000.00	5,000.00	0.00	5,000.00	0.00
001-00-335.12.00	STATE REVENUE SHARING PROCEEDS	106,000.00	106,000.00	0.00	72,437.32	31.66
001-00-335.15.00	ALCOHOLIC BEVERAGE LICENSES	44,000.00	44,000.00	0.00	44,000.00	0.00
001-00-335.18.00	HALF CENT SALES TAX LOCAL GOV	230,000.00	230,000.00	0.00	193,988.80	15.66
001-00-342.20.00	SAFETY INSPECT FEE VAC RENTAL	1,650.00	1,650.00	0.00	550.00	66.67
001-00-342.20.10	SAFETY RENEWAL-VAC RENTALS	2,500.00	2,500.00	0.00	750.00	70.00
001-00-345.10.00	VAC RENTAL APP FEE-INITIAL	5,500.00	5,500.00	0.00	1,650.00	70.00
001-00-345.10.10	VAC RENEWAL FEE - RENTALS	4,550.00	4,550.00	0.00	150.00	96.70
001-00-349.00.29	LIEN SEARCH REQUEST	1,260.00	1,260.00	0.00	135.00	89.29
001-00-361.10.00	INTEREST ON INVESTMENTS	23,000.00	23,000.00	0.00	18,465.66	19.71
001-00-369.00.00	MISCELLANEOUS REVENUE	3,200.00	3,200.00	0.00	2,612.26	18.37
001-00-369.00.49	INSURANCE RECOVERY	100.00	100.00	0.00	100.00	0.00

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-00-381.00.00	TRANSFERS IN	3,800.00	3,800.00	0.00	3,800.00	0.00
						65.96
Department: 21 LAW ENFORCEMENT						
001-21-312.52.00	INSURANCE PREMIUM TAX	52,500.00	52,500.00	0.00	52,500.00	0.00
001-21-337.20.00	SCHOOL RESOURCE OFFICER	72,000.00	72,000.00	0.00	18,000.00	75.00
001-21-337.90.01	OTHER GRANTS	5,000.00	5,000.00	0.00	5,000.00	0.00
001-21-347.90.01	SPECIAL EVENTS	1,000.00	1,000.00	0.00	1,000.00	0.00
001-21-351.00.00	FINES - LAW ENFORCEMENT	5,000.00	5,000.00	0.00	1,504.68	69.91
001-21-351.13.00	PARKING TICKETS	500.00	500.00	0.00	500.00	0.00
001-21-351.13.10	ACCIDENT REPORT	200.00	200.00	0.00	128.00	36.00
001-21-369.00.00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	(7.00)	100.00
						42.27
Department: 22 FIRE CONTROL						
001-22-322.30.00	FIRE PROTECTIVE SERVICES	4,500.00	4,500.00	0.00	2,675.00	40.56
001-22-364.20.00	DISPOSAL OF ASSETS - OTHER	100.00	100.00	0.00	100.00	0.00
001-22-369.55.10	SHARED TRAINING	300.00	300.00	0.00	300.00	0.00
						37.24
Department: 29 CODE ENFORCEMENT						
001-29-359.00.00	OTHER FINES AND FORFEITURES	300.00	300.00	0.00	300.00	0.00
						0.00
Department: 41 PUBLIC WORKS						
001-41-364.10.00	DISPOSAL OF ASSETS - VEHICLES	100.00	100.00	0.00	100.00	0.00
						0.00
Department: 72 PARKS & RECREATION						
001-72-366.19.00	TH DONATIONS - KIDS BUSINESS FAIR	0.00	0.00	0.00	(40.00)	100.00
						100.00
Overall Revenue Rate:						65.18

Account Category: Expenditures	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
Department: 00						
001-00-581.00.00	TRANSFER OUT	638,114.28	638,114.28	0.00	(150.51)	100.02
						100.02
Department: 11 LEGISLATIVE						
001-11-500.11.00	EXECUTIVE SALARIES	16,200.00	16,200.00	0.00	12,066.72	25.51
001-11-500.12.00	REGULAR SALARIES	66,274.00	66,274.00	0.00	44,466.97	32.90
001-11-500.21.00	FICA TAXES - EMPLOYER PORTION	6,309.00	6,309.00	0.00	4,374.99	30.65
001-11-500.22.20	RETIREMENT TOWN EMPLOYEES	9,033.00	9,033.00	0.00	6,060.70	32.90
001-11-500.23.01	HEALTH INSURANCE	6,561.00	6,561.00	0.00	3,827.55	41.66
001-11-500.23.02	LIFE INSURANCE	70.00	70.00	0.00	41.85	40.21
001-11-500.25.00	UNEMPLOYMENT COMPENSATION	99.00	99.00	0.00	72.57	26.70
001-11-510.31.00	PROFESSIONAL SERVICES	18,300.00	18,300.00	0.00	16,970.00	7.27
001-11-510.40.00	TRAVEL & MEETINGS	4,465.00	4,465.00	0.00	3,551.40	20.46
001-11-510.40.10	TRAVEL & MEETINGS - STAFF	1,900.00	1,900.00	0.00	1,900.00	0.00
001-11-510.47.00	PRINTING	16,000.00	16,000.00	0.00	12,433.77	22.29
001-11-510.48.00	PROMOTIONAL ACTIVITIES	400.00	400.00	0.00	214.65	46.34
001-11-510.48.40	LEGAL NOTICES	5,000.00	5,000.00	0.00	5,000.00	0.00
001-11-510.49.50	ELECTION EXPENSE	2,000.00	2,000.00	0.00	1,742.47	12.88
001-11-510.54.00	DUES & SUBSCRIPTIONS	830.00	830.00	0.00	120.49	85.48
001-11-510.54.10	TRAINING & SCHOOLS	3,540.00	3,540.00	0.00	2,965.00	16.24
001-11-543.00.00	LICENSES & FEES	40,436.00	40,436.00	0.00	27,095.87	32.99
						27.61
Department: 12 EXECUTIVE						
001-12-500.12.00	REGULAR SALARIES	159,118.00	159,118.00	0.00	106,841.02	32.85
001-12-500.21.00	FICA TAXES - EMPLOYER PORTION	12,173.00	12,173.00	0.00	7,802.31	35.90
001-12-500.22.01	RETIREMENT - ICMA	21,592.00	21,592.00	0.00	16,252.38	24.73
001-12-500.22.20	RETIREMENT TOWN EMPLOYEES	5,445.00	5,445.00	0.00	3,653.42	32.90
001-12-500.23.01	HEALTH INSURANCE	16,212.00	16,212.00	0.00	10,168.92	37.28
001-12-500.23.02	LIFE INSURANCE	916.00	916.00	0.00	613.68	33.00
001-12-500.25.00	UNEMPLOYMENT COMPENSATION	191.00	191.00	0.00	129.74	32.07
001-12-510.40.00	TRAVEL & MEETINGS	2,200.00	2,200.00	0.00	2,200.00	0.00
001-12-510.49.99	MISCELLANEOUS	400.00	400.00	0.00	400.00	0.00

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-12-510.52.50	GAS & OIL	2,400.00	2,400.00	0.00	1,600.00	33.33
001-12-510.54.00	DUES & SUBSCRIPTIONS	3,430.00	3,430.00	0.00	2,178.67	36.48
001-12-510.54.10	TRAINING & SCHOOLS	1,000.00	1,000.00	0.00	860.96	13.90
						32.16
Department: 13 FINANCE						
001-13-500.12.00	REGULAR SALARIES	119,630.00	119,630.00	0.00	80,707.96	32.54
001-13-500.21.00	FICA TAXES - EMPLOYER PORTION	9,152.00	9,152.00	0.00	6,159.14	32.70
001-13-500.22.20	RETIREMENT TOWN EMPLOYEES	16,306.00	16,306.00	0.00	10,942.52	32.89
001-13-500.23.01	HEALTH INSURANCE	25,604.00	25,604.00	0.00	14,935.95	41.67
001-13-500.23.02	LIFE INSURANCE	136.00	136.00	0.00	79.70	41.40
001-13-500.25.00	UNEMPLOYMENT COMPENSATION	155.00	155.00	0.00	109.63	29.27
001-13-510.32.00	AUDITING SERVICES	37,500.00	37,500.00	0.00	32,500.00	13.33
001-13-510.32.90	BANKING FEES	10,540.00	10,540.00	0.00	8,014.65	23.96
001-13-510.40.00	TRAVEL & MEETINGS	1,550.00	1,550.00	0.00	1,550.00	0.00
001-13-510.47.00	PRINTING	216.00	216.00	0.00	194.79	9.82
001-13-510.54.00	DUES & SUBSCRIPTIONS	60.00	60.00	0.00	60.00	0.00
001-13-510.54.10	TRAINING & SCHOOLS	900.00	900.00	0.00	900.00	0.00
001-13-543.00.00	LICENSES & FEES	7,785.00	7,785.00	0.00	7,785.00	0.00
						28.58
Department: 14 LEGAL COUNSEL						
001-14-510.31.00	PROFESSIONAL SERVICES	106,000.00	106,000.00	0.00	81,526.67	23.09
001-14-510.31.01	CODE ENFORCEMENT ATTORNEY	19,200.00	19,200.00	0.00	19,200.00	0.00
						19.55
Department: 15 PLANNING						
001-15-510.31.00	PROFESSIONAL SERVICES	35,000.00	35,000.00	0.00	34,187.50	2.32
						2.32
Department: 16 HURRICANE EXPI						
001-16-520.51.00	OFFICE SUPPLIES	0.00	0.00	0.00	(915.70)	100.00
001-16-520.52.05	PROTECTIVE GEAR	0.00	0.00	0.00	(294.23)	100.00
001-16-520.52.20	TOOLS & HARDWARE	0.00	0.00	0.00	(90.00)	100.00
001-16-530.46.35	PIER MAINTENANCE	0.00	0.00	0.00	(2,394.52)	100.00
001-16-530.46.40	GROUNDS MAINTENANCE	0.00	0.00	0.00	(2,319.85)	100.00

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-16-534.00.00	SOLID WASTE SERVICES	0.00	0.00	0.00	(43,500.00)	100.00
						100.00
Department: 19 GENERAL SERVICE						
001-19-500.24.00	WORKERS COMPENSATION	400.00	400.00	0.00	400.00	0.00
001-19-510.31.00	PROFESSIONAL SERVICES	3,920.00	3,920.00	0.00	2,408.75	38.55
001-19-510.31.11	SECURITY	411.00	411.00	0.00	411.00	0.00
001-19-510.34.10	JANITORIAL SERVICES	15,500.00	15,500.00	0.00	10,614.00	31.52
001-19-510.35.00	PRE-EMPLOYMENT EXP	0.00	0.00	0.00	(28.00)	100.00
001-19-510.41.00	TELEPHONE	24,876.00	24,876.00	0.00	20,022.72	19.51
001-19-510.41.10	COMMUNICATION SERVICES	39,658.00	39,658.00	0.00	20,215.78	49.02
001-19-510.43.00	STREET LIGHTS	51,000.00	51,000.00	0.00	38,393.57	24.72
001-19-510.43.10	ELECTRICITY	28,000.00	28,000.00	0.00	20,486.05	26.84
001-19-510.43.20	WATER & SEWER	4,000.00	4,000.00	0.00	2,721.32	31.97
001-19-510.43.50	WASTE TAX SERVICE	2,500.00	2,500.00	0.00	(1,414.44)	156.58
001-19-510.45.00	GENERAL LIABILITY INSURANCE	91,903.00	91,903.00	0.00	49,094.00	46.58
001-19-510.45.01	FLOOD INSURANCE	6,655.00	6,655.00	0.00	6,655.00	0.00
001-19-510.45.02	PROPERTY INSURANCE	124,200.00	124,200.00	0.00	54,862.50	55.83
001-19-510.45.03	AUTO INSURANCE	11,238.00	11,238.00	0.00	5,739.00	48.93
001-19-510.46.10	OFFICE EQUIPMENT MAINTENANCE	3,588.00	3,588.00	0.00	2,596.05	27.65
001-19-510.46.15	EQUIPMENT MAINTENANCE	20,000.00	20,000.00	0.00	19,433.63	2.83
001-19-510.46.36	PEST CONTROL	3,720.00	3,720.00	0.00	2,480.00	33.33
001-19-510.51.00	OFFICE SUPPLIES	3,500.00	3,500.00	0.00	2,371.82	32.23
001-19-510.51.10	POSTAGE	1,500.00	1,500.00	0.00	1,105.80	26.28
001-19-510.52.10	JANITORIAL SUPPLIES	6,000.00	6,000.00	0.00	4,961.34	17.31
001-19-510.54.00	DUES & SUBSCRIPTIONS	400.00	400.00	0.00	400.00	0.00
001-19-510.64.01	CAPITAL OUTLAY	30,000.00	30,000.00	0.00	24,025.79	19.91
001-19-543.00.00	LICENSES & FEES	22,277.00	22,277.00	0.00	8,673.67	61.06
001-19-581.00.00	TRANSFER OUT	7,500.00	7,500.00	0.00	0.00	100.00
						41.00
Department: 21 LAW ENFORCEMENT						
001-21-500.12.00	REGULAR SALARIES	739,793.00	739,793.00	0.00	493,775.41	33.25
001-21-500.12.50	HOLIDAY PAY	29,634.00	29,634.00	0.00	5,700.84	80.76
001-21-500.14.00	SALARIES OVERTIME	5,000.00	5,000.00	0.00	428.87	91.42

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-21-500.14.16	HURRICANE PAY	32,328.00	32,328.00	0.00	11,693.36	63.83
001-21-500.15.00	EDUCATION INCENTIVE PAY	7,150.00	7,150.00	0.00	4,480.71	37.33
001-21-500.15.01	FIRST RESPONDER	6,000.00	6,000.00	0.00	3,892.86	35.12
001-21-500.21.00	FICA TAXES - EMPLOYER PORTION	62,723.00	62,723.00	0.00	40,400.42	35.59
001-21-500.22.02	POLICE PENSION	167,850.00	167,850.00	0.00	126,850.00	24.43
001-21-500.22.20	RETIREMENT TOWN EMPLOYEES	5,443.00	5,443.00	0.00	4,526.47	16.84
001-21-500.23.01	HEALTH INSURANCE	116,155.00	116,155.00	0.00	69,209.78	40.42
001-21-500.23.02	LIFE INSURANCE	2,766.00	2,766.00	0.00	1,641.32	40.66
001-21-500.23.10	STATUTORY AD&D	1,163.00	1,163.00	0.00	1,163.00	0.00
001-21-500.24.00	WORKERS COMPENSATION	9,398.00	9,398.00	0.00	9,398.00	0.00
001-21-500.25.00	UNEMPLOYMENT COMPENSATION	984.00	984.00	0.00	638.47	35.11
001-21-520.31.00	PROFESSIONAL SERVICES	725.00	725.00	0.00	575.00	20.69
001-21-520.34.40	DISPATCHING SERVICES	19,510.00	19,510.00	0.00	(290.00)	101.49
001-21-520.35.00	PRE-EMPLOYMENT EXPENSE	1,200.00	1,200.00	0.00	846.00	29.50
001-21-520.40.00	TRAVEL & MEETINGS	1,892.00	1,892.00	0.00	1,751.77	7.41
001-21-520.41.10	COMMUNICATION SERVICES	6,972.00	6,972.00	0.00	2,089.77	70.03
001-21-520.46.10	OFFICE EQUIPMENT MAINTENANCE	200.00	200.00	0.00	172.02	13.99
001-21-520.46.15	EQUIPMENT	11,260.00	11,260.00	0.00	8,500.51	24.51
001-21-520.46.16	RADAR CALIBRATION	550.00	550.00	0.00	387.50	29.55
001-21-520.46.20	VEHICLE MAINTENANCE	17,000.00	17,000.00	0.00	10,044.94	40.91
001-21-520.48.00	PROMOTIONAL ACTIVITIES	800.00	800.00	0.00	480.05	39.99
001-21-520.48.50	CRIME PREVENTION	500.00	500.00	0.00	500.00	0.00
001-21-520.52.00	UNIFORMS	8,500.00	8,500.00	0.00	5,779.12	32.01
001-21-520.52.05	PROTECTIVE GEAR	13,531.00	13,531.00	0.00	6,667.24	50.73
001-21-520.52.50	GAS & OIL	20,000.00	20,000.00	0.00	14,608.08	26.96
001-21-520.52.70	MEDICAL	1,014.00	1,014.00	0.00	886.55	12.57
001-21-520.52.90	OPERATING SUPPLIES	2,400.00	2,400.00	0.00	1,869.52	22.10
001-21-520.54.00	DUES & SUBSCRIPTIONS	695.00	695.00	0.00	100.00	85.61
001-21-520.54.10	TRAINING & SCHOOLS	2,900.00	2,900.00	0.00	1,820.00	37.24
001-21-520.64.01	Capital Outlay	30,121.00	30,121.00	27,379.15	2,741.85	90.90
001-21-543.00.00	LICENSES & FEES	45,580.00	45,580.00	0.00	22,756.53	50.07
						35.60

Department: 22 FIRE CONTROL	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-22-500.12.00	REGULAR SALARIES	101,038.00	101,038.00	0.00	67,923.49	32.77
001-22-500.14.16	HURRICANE PAY	1,890.00	1,890.00	0.00	(311.65)	116.49
001-22-500.14.50	STIPEND PAYROLL	38,000.00	38,000.00	0.00	38,000.00	0.00
001-22-500.21.00	FICA TAXES - EMPLOYER PORTION	10,636.00	10,636.00	0.00	7,926.75	25.47
001-22-500.22.01	RETIREMENT - ICMA	9,753.00	9,753.00	0.00	6,288.37	35.52
001-22-500.22.20	RETIREMENT TOWN EMPLOYEES	4,019.00	4,019.00	0.00	2,670.03	33.56
001-22-500.23.01	HEALTH INSURANCE	36,795.00	36,795.00	0.00	24,698.30	32.88
001-22-500.23.02	LIFE INSURANCE	136.00	136.00	0.00	79.70	41.40
001-22-500.23.10	STATUTORY AD&D	380.00	380.00	0.00	380.00	0.00
001-22-500.24.00	WORKERS COMPENSATION	9,000.00	9,000.00	0.00	9,000.00	0.00
001-22-500.25.00	UNEMPLOYMENT COMPENSATION	161.00	161.00	0.00	120.22	25.33
001-22-520.31.00	PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	1,000.00	0.00
001-22-520.34.40	DISPATCHING SERVICES	5,670.00	5,670.00	0.00	4,270.00	24.69
001-22-520.35.00	PRE-EMPLOYMENT EXPENSE	744.00	744.00	0.00	699.00	6.05
001-22-520.36.00	ANNUAL PHYSICALS	2,500.00	2,500.00	0.00	2,200.00	12.00
001-22-520.40.00	TRAVEL & MEETINGS	1,000.00	1,000.00	0.00	1,000.00	0.00
001-22-520.41.10	COMMUNICATION SERVICES	1,944.00	1,944.00	0.00	1,134.00	41.67
001-22-520.46.15	EQUIPMENT	10,000.00	10,000.00	0.00	9,546.91	4.53
001-22-520.46.20	VEHICLE MAINTENANCE	28,000.00	28,000.00	0.00	14,618.11	47.79
001-22-520.46.30	BUILDING MAINTENANCE	2,000.00	2,000.00	0.00	1,132.70	43.37
001-22-520.51.00	OFFICE SUPPLIES	600.00	600.00	0.00	515.68	14.05
001-22-520.52.00	UNIFORMS	5,000.00	5,000.00	0.00	3,678.25	26.44
001-22-520.52.02	S.C.B.A.	4,000.00	4,000.00	0.00	1,238.36	69.04
001-22-520.52.05	PROTECTIVE GEAR	3,200.00	3,200.00	0.00	3,200.00	0.00
001-22-520.52.10	JANITORIAL SUPPLIES	1,000.00	1,000.00	0.00	892.91	10.71
001-22-520.52.20	TOOLS & HARDWARE	3,000.00	3,000.00	0.00	2,988.45	0.39
001-22-520.52.50	GAS & OIL	3,200.00	3,200.00	0.00	2,861.41	10.58
001-22-520.52.70	MEDICAL	1,400.00	1,400.00	0.00	1,400.00	0.00
001-22-520.54.00	DUES & SUBSCRIPTIONS	610.00	610.00	0.00	360.00	40.98
001-22-520.54.10	TRAINING & SCHOOLS	5,525.00	5,525.00	0.00	4,193.00	24.11
001-22-520.54.12	TRAINING MATERIALS	2,000.00	2,000.00	0.00	1,040.12	47.99
001-22-520.64.01	Capital Outlay	82,369.00	82,369.00	0.00	2,909.98	96.47
001-22-543.00.00	LICENSES & FEES	24,983.00	24,983.00	0.00	4,103.49	83.57

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-22-581.00.00	TRANSFER OUT	35,000.00	35,000.00	0.00	0.00	100.00
						49.20
Department: 29 CODE ENFORCEMENT						
001-29-500.12.00	REGULAR SALARIES	39,520.00	39,520.00	0.00	35,863.18	9.25
001-29-500.21.00	FICA TAXES - EMPLOYER PORTION	3,023.00	3,023.00	0.00	2,647.62	12.42
001-29-500.22.20	RETIREMENT TOWN EMPLOYEES	5,363.00	5,363.00	0.00	4,762.36	11.20
001-29-500.23.01	HEALTH INSURANCE	9,777.36	9,777.36	0.00	8,555.19	12.50
001-29-500.23.02	LIFE INSURANCE	45.04	0.00	0.00	39.41	12.50
001-29-500.23.10	STATUTORY AD&D	42.00	42.00	0.00	42.00	0.00
001-29-500.24.00	WORKERS COMPENSATION	300.00	300.00	0.00	300.00	0.00
001-29-500.25.00	UNEMPLOYMENT COMPENSATION	126.00	126.00	0.00	120.64	4.25
001-29-520.40.00	TRAVEL & MEETINGS	125.00	125.00	0.00	97.93	21.66
001-29-520.46.20	VEHICLE MAINTENANCE	150.00	150.00	0.00	150.00	0.00
001-29-520.48.55	FIRE PREVENTION	4,900.00	4,900.00	0.00	3,650.00	25.51
001-29-520.51.00	OFFICE SUPPLIES	0.00	0.00	0.00	(357.04)	100.00
001-29-520.51.10	POSTAGE	450.00	450.00	0.00	450.00	0.00
001-29-520.51.20	RECORDING COSTS	250.00	250.00	0.00	250.00	0.00
001-29-520.52.00	UNIFORMS	300.00	300.00	0.00	300.00	0.00
001-29-520.54.00	DUES & SUBSCRIPTIONS	150.00	150.00	0.00	150.00	0.00
001-29-520.54.10	TRAINING & SCHOOLS	300.00	300.00	0.00	300.00	0.00
001-29-520.64.01	Capital Outlay	40,177.60	40,177.60	0.00	40,177.60	0.00
001-29-543.00.00	LICENSES & FEES	1,000.00	1,000.00	0.00	1,000.00	0.00
						7.08

Department: 41 PUBLIC WORKS

001-41-500.12.00	REGULAR SALARIES	230,932.00	230,932.00	0.00	154,791.90	32.97
001-41-500.14.00	SALARIES OVERTIME	1,500.00	1,500.00	0.00	1,374.87	8.34
001-41-500.14.16	HURRICANE PAY	0.00	0.00	0.00	(1,740.35)	100.00
001-41-500.21.00	FICA TAXES - EMPLOYER PORTION	17,666.30	17,666.30	0.00	11,624.56	34.20
001-41-500.22.20	RETIREMENT TOWN EMPLOYEES	31,476.03	31,476.03	0.00	20,944.77	33.46
001-41-500.23.01	HEALTH INSURANCE	38,510.00	38,510.00	0.00	22,764.60	40.89
001-41-500.23.02	LIFE INSURANCE	534.00	534.00	0.00	417.18	21.88
001-41-500.23.10	STATUTORY AD&D	83.00	83.00	0.00	83.00	0.00
001-41-500.24.00	WORKERS COMPENSATION	19,796.00	19,796.00	0.00	4.50	99.98

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-41-500.25.00	UNEMPLOYMENT COMPENSATION	277.12	277.12	0.00	186.92	32.55
001-41-530.43.15	ELECTRICAL WORK	8,000.00	8,000.00	0.00	8,000.00	0.00
001-41-530.43.50	DUMP SERVICE	160.00	160.00	0.00	160.00	0.00
001-41-530.46.12	MAINTENANCE SUPPLIES	1,500.00	1,500.00	0.00	1,425.56	4.96
001-41-530.46.15	EQUIPMENT MAINTENANCE	5,000.00	5,000.00	0.00	4,862.97	2.74
001-41-530.46.20	VEHICLE MAINTENANCE	13,000.00	13,000.00	0.00	2,723.47	79.05
001-41-530.46.30	BUILDING MAINTENANCE	13,000.00	13,000.00	0.00	7,137.30	45.10
001-41-530.46.31	MAINTENANCE OLD TOWN HALL	500.00	500.00	0.00	6.00	98.80
001-41-530.46.32	RYCKMAN HOUSE	300.00	300.00	0.00	291.02	2.99
001-41-530.46.33	OLD POST OFFICE REPAIRS	300.00	300.00	0.00	300.00	0.00
001-41-530.46.35	PIER MAINTENANCE	300.00	300.00	0.00	76.15	74.62
001-41-530.46.40	GROUNDS MAINTENANCE	6,500.00	6,500.00	0.00	5,717.28	12.04
001-41-530.46.43	TREE EXPENSE	2,709.00	2,709.00	0.00	2,709.00	0.00
001-41-530.52.00	UNIFORMS	1,875.00	1,875.00	0.00	1,493.96	20.32
001-41-530.52.05	PROTECTIVE GEAR	1,000.00	1,000.00	0.00	136.33	86.37
001-41-530.52.20	TOOLS & HARDWARE	5,500.00	5,500.00	0.00	261.31	95.25
001-41-530.52.25	TOOL RENTALS	1,000.00	1,000.00	0.00	1,000.00	0.00
001-41-530.52.50	GAS & OIL	7,500.00	7,500.00	0.00	6,777.47	9.63
001-41-530.53.10	STREET REPAIR	9,000.00	9,000.00	0.00	8,978.41	0.24
001-41-530.53.20	STREET SIGNS	3,800.00	3,800.00	0.00	3,008.20	20.84
001-41-530.54.10	TRAINING & SCHOOLS	500.00	500.00	0.00	450.05	9.99
001-41-530.64.01	CAPITAL OUTLAY	4,000.00	4,000.00	0.00	4,000.00	0.00
						36.66

Department: 42 GROUNDS KEEP

001-42-530.34.91	LANDSCAPING	15,000.00	15,000.00	0.00	14,260.09	4.93
001-42-530.46.15	EQUIPMENT MAINTENANCE	3,700.00	3,700.00	0.00	3,188.90	13.81
001-42-530.46.20	VEHICLE MAINTENANCE	0.00	0.00	0.00	(16.50)	100.00
001-42-530.46.40	GROUNDS MAINTENANCE	15,000.00	15,000.00	0.00	12,423.24	17.18
001-42-530.52.05	PROTECTIVE GEAR	200.00	200.00	0.00	54.23	72.89
001-42-530.52.20	TOOLS & HARDWARE	1,200.00	1,200.00	0.00	519.87	56.68
001-42-530.52.50	GAS & OIL	1,200.00	1,200.00	0.00	446.24	62.81
001-42-530.64.01	CAPITAL OUTLAY	4,250.00	4,250.00	0.00	4,250.00	0.00
						13.38

		Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
Overall Expenditure Rate:							45.77
Fund: 104 ENVIRONMENTAL ADV							
Account Category: Revenues							
Department: 00							
104-00-271.00.99		CARRY FORWARD	12,841.27	12,841.27	0.00	12,841.27	0.00
104-00-381.00.00		TRANSFERS IN	3,000.00	3,000.00	0.00	0.00	100.00
							18.94
Account Category: Expenditures							
Department: 72 PARKS & RECREA							
104-72-570.46.40		GROUNDS MAINTENANCE	500.00	500.00	0.00	500.00	0.00
104-72-570.46.43		TREE EXPENSE	500.00	500.00	0.00	500.00	0.00
104-72-570.49.90		ADOPT AN AREA	500.00	500.00	0.00	500.00	0.00
104-72-570.51.00		OFFICE SUPPLIES	350.00	350.00	0.00	350.00	0.00
104-72-570.52.00		UNIFORMS	80.00	80.00	0.00	80.00	0.00
104-72-570.64.01		CAPITAL OUTLAY	1,200.00	1,200.00	0.00	1,200.00	0.00
104-72-570.83.01		SUNSHINE JIM	1,500.00	1,500.00	0.00	1,214.50	19.03
							6.17
Fund: 107 PARKS BOARD							
Account Category: Revenues							
Department: 00							
107-00-366.19.00		KID'S BUSINESS FAIR DONATIONS	6,500.00	6,500.00	0.00	1,620.00	75.08
107-00-381.00.00		TRANSFERS IN	1,500.00	1,500.00	0.00	(150.51)	110.03
							81.63
Account Category: Expenditures							
Department: 72 PARKS & RECREA							
107-72-570.48.60		EASTER EGG HUNT	430.00	430.00	0.00	430.00	0.00
107-72-570.48.90		RECREATION PROGRAMS	2,000.00	2,000.00	0.00	1,877.52	6.12
107-72-570.48.91		KID'S BUSINESS FAIR	6,000.00	6,000.00	0.00	4,298.60	28.36
							21.64

Fund: 125 BUILDING DEPT	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
Account Category: Revenues						
Department: 24 PROTECTIVE INS						
125-24-322.00.00	BUILDING PERMITS	187,150.00	187,150.00	0.00	120,130.06	35.81
125-24-322.00.01	PERMIT SEARCH REQUEST	0.00	0.00	0.00	(225.00)	100.00
125-24-322.10.00	ZONING PLAN REVIEW	5,000.00	5,000.00	0.00	5,000.00	0.00
125-24-322.10.10	SITE PLAN REVIEW P&Z	7,020.00	7,020.00	0.00	7,020.00	0.00
125-24-322.20.00	BUILDING PLAN REVIEW	6,500.00	6,500.00	0.00	6,375.00	1.92
125-24-322.31.00	BOA ADVERTISING COSTS	450.00	450.00	0.00	450.00	0.00
125-24-329.00.00	OTHER LICENSES, FEES & PERMITS	11,500.00	11,500.00	0.00	5,269.50	54.18
125-24-329.00.10	BOA VARIANCE FEES	5,000.00	5,000.00	0.00	5,000.00	0.00
125-24-353.00.00	POLLUTION CONTROL	0.00	0.00	0.00	(500.00)	100.00
125-24-354.00.00	LOCAL ORDINANCE VIOLATION	6,000.00	6,000.00	0.00	(607.26)	110.12
125-24-369.00.00	MISCELLANEOUS REVENUE	100.00	100.00	0.00	100.00	0.00
125-24-381.00.00	TRANSFERS IN	22,000.00	22,000.00	0.00	0.00	100.00
						40.97

Account Category: Expenditures						
125-24-500.12.00	REGULAR SALARIES	165,324.00	165,324.00	0.00	109,164.80	33.97
125-24-500.14.00	SALARIES OVERTIME	500.00	500.00	0.00	500.00	0.00
125-24-500.14.16	HURRICANE PAY	0.00	0.00	0.00	(1,471.25)	100.00
125-24-500.21.00	FICA TAXES - EMPLOYER PORTION	12,685.54	12,685.54	0.00	8,306.22	34.52
125-24-500.22.20	RETIREMENT TOWN EMPLOYEES	22,601.81	22,601.81	0.00	14,746.77	34.75
125-24-500.23.01	HEALTH INSURANCE	12,050.52	12,050.52	0.00	7,029.47	41.67
125-24-500.23.02	LIFE INSURANCE	112.00	112.00	0.00	65.55	41.47
125-24-500.23.10	STATUTORY AD&D	42.00	42.00	0.00	42.00	0.00
125-24-500.25.00	UNEMPLOYMENT COMPENSATION	198.39	198.39	0.00	131.77	33.58
125-24-520.31.00	PROFESSIONAL SERVICES	27,167.92	27,167.92	0.00	27,167.92	0.00
125-24-520.41.10	COMMUNICATION SERVICES	390.00	390.00	0.00	130.00	66.67
125-24-520.46.20	VEHICLE MAINTENANCE	500.00	500.00	0.00	500.00	0.00
125-24-520.51.00	OFFICE SUPPLIES	75.00	75.00	0.00	(33.74)	144.99
125-24-520.51.10	POSTAGE	25.00	25.00	0.00	25.00	0.00
125-24-520.52.00	UNIFORMS	150.00	150.00	0.00	150.00	0.00
125-24-520.52.20	TOOLS & HARDWARE	100.00	100.00	0.00	100.00	0.00
125-24-520.52.50	GAS & OIL	350.00	350.00	0.00	227.68	34.95

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
125-24-520.54.00	DUES & SUBSCRIPTIONS	1,500.00	1,500.00	0.00	1,475.00	1.67
125-24-543.00.00	LICENSES & FEES	3,824.00	3,824.00	0.00	2,675.00	30.05
						30.96
Fund: 172 OCEAN PARK PARKING						
Account Category: Revenues						
Department: 00						
172-00-271.00.99	CARRY FORWARD	92,614.95	92,614.95	0.00	92,614.95	0.00
						0.00
Department: 75 TOWN PARKS						
172-75-342.10.00	PARKING TICKET REVENUE	7,500.00	7,500.00	0.00	6,850.00	8.67
172-75-344.50.00	PARKING METER REVENUE	82,000.00	82,000.00	0.00	66,614.30	18.76
						17.92
Account Category: Expenditures						
172-75-500.12.00	REGULAR SALARIES	50,000.00	50,000.00	0.00	42,307.68	15.38
172-75-500.12.50	HOLIDAY PAY	2,308.00	2,308.00	0.00	2,308.00	0.00
172-75-500.14.16	HURRICANE PAY	1,730.00	1,730.00	0.00	1,730.00	0.00
172-75-500.15.01	FIRST RESPONDER	600.00	600.00	0.00	525.00	12.50
172-75-500.21.00	FICA TAXES - EMPLOYER PORTION	3,825.00	3,825.00	0.00	3,233.11	15.47
172-75-500.23.01	HEALTH INSURANCE	7,164.00	7,164.00	0.00	7,164.00	0.00
172-75-500.23.02	LIFE INSURANCE	264.00	264.00	0.00	264.00	0.00
172-75-500.23.10	STATUTORY AD&D	106.00	106.00	0.00	106.00	0.00
172-75-500.24.00	WORKERS COMPENSATION	854.00	854.00	0.00	854.00	0.00
172-75-500.25.00	UNEMPLOYMENT COMPENSATION	67.00	67.00	0.00	58.45	12.76
172-75-575.32.90	BANKING FEES	5,000.00	5,000.00	0.00	4,426.23	11.48
172-75-575.34.10	JANITORIAL CLEANING	1,800.00	1,800.00	0.00	1,090.00	39.44
172-75-575.34.91	LANDSCAPING	800.00	800.00	0.00	800.00	0.00
172-75-575.41.10	COMMUNICATIONS FEE	4,300.00	4,300.00	0.00	2,497.82	41.91
172-75-575.43.10	ELECTRICITY	2,400.00	2,400.00	0.00	1,763.81	26.51
172-75-575.43.20	WATER & SEWER	1,200.00	1,200.00	0.00	695.42	42.05
172-75-575.46.12	MAINTENANCE SUPPLIES	3,000.00	3,000.00	0.00	3,000.00	0.00
172-75-575.46.31	BUILDING MAINT RESTROOMS	950.00	950.00	0.00	939.12	1.15
172-75-575.46.40	GROUNDS MAINTENANCE	500.00	500.00	0.00	39.74	92.05

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
172-75-575.52.10	JANITORIAL SUPPLIES	350.00	350.00	0.00	98.93	71.73
172-75-575.52.25	TOOL RENTAL	356.00	356.00	0.00	356.00	0.00
172-75-575.53.15	PARKING LOT REPAIRS	300.00	300.00	0.00	(4,690.00)	1,663.33
172-75-575.53.20	SIGNS	300.00	300.00	0.00	300.00	0.00
172-75-575.63.03	VOLLEYBALL COURT	500.00	500.00	0.00	500.00	0.00
172-75-575.63.05	BOCCE BALL COURT	300.00	300.00	0.00	300.00	0.00
						20.58

Fund: 175 RYCKMAN CROSSOVER

Account Category: Revenues

Department: 00

175-00-271.00.99	CARRY FORWARD	51,729.86	51,729.86	0.00	51,729.86	0.00
						0.00

Department: 75 TOWN PARKS

175-75-342.10.00	PARKING TICKET REVENUE	7,000.00	7,000.00	0.00	6,925.00	1.07
175-75-344.50.00	PARKING METER REVENUE	80,000.00	80,000.00	0.00	61,302.05	23.37
175-75-344.50.10	PARK PASS REVENUE	2,900.00	2,900.00	0.00	1,000.00	65.52
175-75-347.41.00	FOUNDER'S DAY	8,000.00	8,000.00	0.00	8,000.00	0.00
175-75-347.50.00	FACILITY RENTALS	5,000.00	5,000.00	0.00	(895.00)	117.90
175-75-347.90.01	SPECIAL EVENTS	0.00	0.00	0.00	(75.00)	100.00
						25.89

Account Category: Expenditures

175-75-575.32.90	BANKING FEES	2,800.00	2,800.00	0.00	2,417.48	13.66
175-75-575.34.10	JANITORIAL CLEANING	0.00	0.00	0.00	(260.00)	100.00
175-75-575.41.15	IPS COMMUNICATION FEE	2,400.00	2,400.00	0.00	1,427.00	40.54
175-75-575.47.00	PRINTING	1,500.00	1,500.00	0.00	397.86	73.48
175-75-575.48.10	FOUNDERS DAY	8,000.00	8,000.00	0.00	8,000.00	0.00
175-75-575.48.50	MOVIES IN THE PARK	1,350.00	1,350.00	0.00	860.00	36.30
175-75-575.48.51	FOURTH OF JULY	1,000.00	1,000.00	0.00	1,000.00	0.00
175-75-575.48.52	FALL FESTIVAL	4,000.00	4,000.00	0.00	2,053.24	48.67
175-75-575.48.53	CHRISTMAS DECORATIONS	4,500.00	4,500.00	0.00	(3,428.20)	176.18
175-75-575.50.00	RECREATION PROGRAMS	9,350.00	9,350.00	0.00	8,075.00	13.64
175-75-575.63.01	TENNIS COURT	250.00	250.00	0.00	250.00	0.00

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
175-75-575.63.02	BASKETBALL COURT	200.00	200.00	0.00	200.00	0.00
175-75-575.63.06	PLAYGROUND EQUIPMENT	5,000.00	5,000.00	0.00	4,990.04	0.20
175-75-575.73.00	CULTURAL SERVICES	500.00	500.00	0.00	500.00	0.00
175-75-581.00.00	TRANSFER OUT	44,500.00	44,500.00	0.00	0.00	100.00
						68.97

Fund: 351 LAND & ROAD IMPROV

Account Category: Revenues

Department: 00

351-00-271.00.99	CARRY FORWARD	44,181.27	44,181.27	0.00	44,181.27	0.00
351-00-381.00.00	TRANSFERS IN	40,000.00	40,000.00	0.00	0.00	100.00
						47.52

Account Category: Expenditures

Department: 41 PUBLIC WORKS

351-41-570.34.91	LANDSCAPING	3,000.00	3,000.00	0.00	3,000.00	0.00
351-41-570.46.40	GROUNDS MAINTENANCE	2,500.00	2,500.00	0.00	2,500.00	0.00
351-41-570.53.20	STREET SIGNS	30,000.00	30,000.00	0.00	29,569.04	1.44
351-41-570.64.01	CAPITAL OUTLAY	17,500.00	17,500.00	0.00	17,500.00	0.00
						0.81



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ATTORNEYS & COUNSELORS AT LAW

INVOICE

Shepard, Smith, Hand & Brackins, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751

Invoice #: 24363
Date: 01-31-2025

Town of Melbourne Beach
507 Ocean Avenue
Melbourne Beach, FL 32951

Matter Number:240013 - Town of Melbourne Beach - General
Matter Name:General

Services

Date	Atty	Description	Quantity	Rate	Total
01-08-25	RGK	Revise Noise Ordinance to include workshop discussion items for 1/15 agenda	0.40	200.00	\$80.00
01-09-25	RGK	Revise Vacation Rental Ordinance	2.90	200.00	\$580.00
01-09-25	RGK	Email Correspondence: Email from Elizabeth Mascaro RE: City of Melbourne Discussion on Fluoridation	0.10	200.00	\$20.00
01-13-25	RGK	Draft building height and fill ordinance for P&Z meeting	1.90	200.00	\$380.00
01-13-25	RGK	Review agenda items and attachments for 1/15 regular meeting.	1.70	200.00	\$340.00
01-14-25	RGK	Email Correspondence: Emails with Charles Leps RE: Availability to Schedule a Charter Review Committee Meeting	0.20	200.00	\$40.00
01-15-25	RGK	Prepare for and attend commission meeting	7.20	200.00	\$1,440.00
01-15-25	RGK	Email Correspondence: Email to Mayor Dennington STR Ordinance and Reference to 1-RS, 2-RS, etc	0.10	200.00	\$20.00

01-17-25	RGK	Email Correspondence: Emails with Amber Brown RE: First CRC Meeting	0.20	200.00	\$40.00
01-21-25	RGK	Review and revise business impact statements for ordinances 2024-05 and 2024-06; review and revise legal notices for ordinances	0.60	200.00	\$120.00
01-21-25	RGK	Review and revise master professional services agreement with Deckard Technologies, Inc.	0.90	200.00	\$180.00
01-22-25	RGK	Revise STR and Noise Ordinances with revisions from 1/15 regular Commission meeting	0.80	200.00	\$160.00
01-22-25	RGK	Email Correspondence: Email to Amber Brown re Revised STR and Noise Ordinances	0.10	200.00	\$20.00
01-24-25	RGK	Email Correspondence: Email to Parks Board Members Re Annual Sunshine Law	0.40	200.00	\$80.00
01-24-25	RGK	Email Correspondence: Emails with Amber Brown and Jackson Riley RE: ORDINANCE NO. 2024-05 Business Impact Report	0.20	200.00	\$40.00
01-24-25	RGK	Review MCCi Master Services Agreement and Addendums re scanned records	0.30	200.00	\$60.00
01-24-25	RGK	Prepare audit response	1.00	350.00	\$350.00
01-24-25	RGK	Email Correspondence: Emails with Jackson Riley RE: ORDINANCE NO. 2024-05 Business Impact Report	0.10	200.00	\$20.00
01-24-25	RGK	Email Correspondence: Email from Bryan Fick RE: Major Issues with Project 1 of Scanning Our Records	0.10	200.00	\$20.00
01-24-25	RGK	Email Correspondence: Emails with Gavin Brown and Elizabeth Mascaro RE: Sonia Bosinger lawsuit request for records	0.20	200.00	\$40.00
01-27-25	RGK	Meet with Commissioners Reed and Butler; meet with CRC member Bruce Larson; meet with staff re STR ordinance, noise ordinance, charter review committee; ADUs	4.00	200.00	\$800.00
01-27-25	RGK	Prepare for and attend Charter Review Committee meeting	1.70	200.00	\$340.00
01-27-25	RGK	Prepare and attend special Commission meeting re first reading STR ordinance	1.20	200.00	\$240.00

Services Subtotal: \$5,410.00

Subtotal	\$5,410.00
Total	\$5,410.00
Payment	\$0.00
Balance Owing	\$5,410.00

Trust Account Balance \$0.00

Total Matter Balance \$5,410.00

Tax ID #32-0242557

Payable upon receipt. Please remit payment to: Shepard, Smith, Hand & Brackins, P.A.. To pay by credit card, debit card or eCheck please use the link below.

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2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751

Invoice #: 24365
Date: 01-31-2025

Town of Melbourne Beach
507 Ocean Avenue
Melbourne Beach, FL 32951

Matter Number: 240208 - Town of Melbourne Beach - Building
Matter Name: Building

Services

Date	Atty	Description	Quantity	Rate	Total
01-06-25	RGK	Phone conference with Robert Bitgood and Corey O'Gorman re 7A-55 and maximum building height	0.30	200.00	\$60.00
01-29-25	RGK	Revise building height ordinance to maximum height measurements	0.30	200.00	\$60.00
01-29-25	RGK	Email Correspondence: Email to Robert Bitgood RE: Building Height Ordinance	0.10	200.00	\$20.00
01-29-25	RGK	Email Correspondence: Emails with Robert Bitgood RE: Building Height Ordinance	0.10	200.00	\$20.00
01-29-25	RGK	Email Correspondence: Email to Robert Bitgood RE: Revised Building Height Ordinance	0.10	200.00	\$20.00
01-30-25	RGK	Email Correspondence: Emails from Robert Bitgood and Mayor Dennington RE: Inspection Disapproved	0.20	200.00	\$40.00
01-30-25	RGK	Email Correspondence: Email from Mayor Dennington and Robert Bitgood Re: Inspection Disapproved	0.10	200.00	\$20.00

Services Subtotal: \$240.00

Subtotal	\$240.00
Total	\$240.00
Payment	\$0.00
Balance Owing	\$240.00

Trust Account Balance \$0.00

Total Matter Balance \$240.00

Tax ID #32-0242557

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Shepard, Smith, Hand & Brackins, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751

Invoice #: 24366
Date: 01-31-2025

Town of Melbourne Beach
507 Ocean Avenue
Melbourne Beach, FL 32951

Matter Number: 240209 - Town of Melbourne Beach - Elected Officials
Matter Name: Elected Officials

Services

Date	Atty	Description	Quantity	Rate	Total
01-14-25	RGK	Phone conference with Mayor Dennington re BSE contract and draft STR ordinance	0.40	200.00	\$80.00
01-15-25	RGK	Phone conference with Dawn Barlow re STR ordinance questions	0.30	200.00	\$60.00
01-15-25	RGK	Email Correspondence: Emails with Dawn Barlow RE: Melb Beach TC Meeting - some questions	0.20	200.00	\$40.00
01-16-25	RGK	Email Correspondence: Emails with Commissioner Butler re STR ordinance	0.20	200.00	\$40.00
01-16-25	RGK	Phone conference with Commissioner Barlow re Roberts Rules and commission meeting structure	0.50	200.00	\$100.00
01-22-25	RGK	Email Correspondence: Emails with Mayor Dennington RE: STR Ordinance and Reference to 1-RS, 2-RS, etc	0.10	200.00	\$20.00
01-22-25	RGK	Email Correspondence: Emails with Mayor Dennington RE: question - what are our requirements ethics trainings, filings etc. for 2025	0.10	200.00	\$20.00
01-22-25	RGK	Email Correspondence: Email to Commissioner Barlow re Robert's Rules	0.10	200.00	\$20.00

01-23-25	RGK	Email Correspondence: Emails with Mayor Dennington RE: STR Ordinance and Reference to 1-RS, 2-RS, etc	0.20	200.00	\$40.00
01-30-25	RGK	Email Correspondence: Email with attachment from Mayor Dennington Re Cape Canaveral	0.20	200.00	\$40.00
01-30-25	RGK	Email Correspondence: Emails from Mayor Dennington and Elizabeth Mascaro Re: Poles south of Surf	0.20	200.00	\$40.00

Services Subtotal: \$500.00

Subtotal	\$500.00
Total	\$500.00
Payment	\$0.00
Balance Owing	\$500.00

Trust Account Balance \$0.00

Total Matter Balance \$500.00

Tax ID #32-0242557

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2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751

Invoice #: 24367
Date: 01-31-2025

Town of Melbourne Beach
507 Ocean Avenue
Melbourne Beach, FL 32951

Matter Number: 240210 - Town of Melbourne Beach - Finance
Matter Name: Finance

Services

Date	Atty	Description	Quantity	Rate	Total
01-23-25	RGK	Email Correspondence: Emails with Jennifer Kerr; review court documentation RE: Past Employee and Personal Representative of Estate	0.30	200.00	\$60.00

Services Subtotal: \$60.00

Subtotal	\$60.00
Total	\$60.00
Payment	\$0.00
Balance Owing	\$60.00

Trust Account Balance \$0.00

Total Matter Balance \$60.00

Tax ID #32-0242557

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2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751

Invoice #: 24368
Date: 01-31-2025

Town of Melbourne Beach
507 Ocean Avenue
Melbourne Beach, FL 32951

Matter Number: 240211 - Town of Melbourne Beach - Fire
Matter Name: Fire

Services

Date	Atty	Description	Quantity	Rate	Total
01-15-25	RGK	Review and revise IHBVFD Automatic Aid Agreement	0.40	200.00	\$80.00
01-15-25	RGK	Email Correspondence: Emails with Chief Brown RE: Interlocal Agreement for Fire Department Automatic Aid for Town of Melbourne Beach	0.10	200.00	\$20.00

Services Subtotal: \$100.00

Subtotal	\$100.00
Total	\$100.00
Payment	\$0.00
Balance Owning	\$100.00

Trust Account Balance \$0.00

Total Matter Balance \$100.00

Tax ID #32-0242557

Payable upon receipt. Please remit payment to: Shepard, Smith, Hand & Brackins, P.A.. To pay by credit card, debit card or eCheck please use the link below.

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2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751

Invoice #: 24369
Date: 01-31-2025

Town of Melbourne Beach
507 Ocean Avenue
Melbourne Beach, FL 32951

Matter Number: 240214 - Town of Melbourne Beach - Town Clerk
Matter Name: Town Clerk

Services

Date	Atty	Description	Quantity	Rate	Total
01-09-25	RGK	Email Correspondence: Noise Ordinance	0.10	200.00	\$20.00
01-10-25	RGK	Email Correspondence: Email to Amber Brown Re Revised Vacation Rental Ordinance	0.10	200.00	\$20.00
01-14-25	RGK	Email Correspondence: Emails with Amber Brown RE: Questions Related to the A/V Equipment and Public Records Requests; review BIS Digital scope of work and proposals	0.40	200.00	\$80.00
01-14-25	RGK	Email Correspondence: Emails with Amber Brown RE: Availability in February to Schedule a CRC Meeting	0.20	200.00	\$40.00
01-21-25	RGK	Email Correspondence: Email from Amber Brown Re First Charter Review Committee Meeting January 27th	0.10	200.00	\$20.00
01-21-25	RGK	Email Correspondence: Emails with Amber Brown RE: Business Impact Statements and Legal Notice for Noise and Vacation Rental Ordinances	0.20	200.00	\$40.00
01-22-25	RGK	Email Correspondence: Email to Amber Brown re Charter Review Committee Materials	0.10	200.00	\$20.00
01-23-25	RGK	Phone conference with Amber Brown re Charter Review Agenda, scanning of documents, and resignation of Parks Board alternate	0.50	200.00	\$100.00

01-24-25	RGK	Email Correspondence: Emails with Amber Brown RE: Issues with the Scanned MCCI Records	0.20	200.00	\$40.00
01-24-25	RGK	Email Correspondence: Email from Amber Brown re Major Issues with Project 1 of Scanning Our Records	0.10	200.00	\$20.00
01-24-25	RGK	Email Correspondence: Email from Amber Brown RE: Major Issues with Project 1 of Scanning Our Records	0.10	200.00	\$20.00
01-28-25	RGK	Email Correspondence: Emails with Bryan Frick and Amber Brown RE: Major Issues with Project 1 of Scanning Our Records	0.10	200.00	\$20.00
01-30-25	RGK	Email Correspondence: Email from Amber Brown RE: Request - all town issued, paid or reimbursed cell phones, laptops, phone numbers, email addresses, and other messaging addresses	0.10	200.00	\$20.00
01-30-25	RGK	Email Correspondence: Emails with Amber Brown RE: Building Height Ordinance	0.10	200.00	\$20.00
01-31-25	RGK	Email Correspondence: Email from Amber Brown re Ongoing Issues with the A/V Equipment	0.10	200.00	\$20.00
01-31-25	RGK	Email Correspondence: Emails with Amber Brown RE: Business Impact Statement and Legal Notice for Ordinance 2025-01 Building Elevation	0.20	200.00	\$40.00
01-31-25	RGK	Email Correspondence: Email from Amber Brown re Signature requested on "IHBVFD Automatic Aid Agreement 2025 (v4 FINAL)"	0.10	200.00	\$20.00

Services Subtotal: \$560.00

Subtotal	\$560.00
Total	\$560.00
Payment	\$0.00
Balance Owing	\$560.00

Trust Account Balance \$0.00

Total Matter Balance \$560.00

Tax ID #32-0242557

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2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751

Invoice #: 24370
Date: 01-31-2025

Town of Melbourne Beach
507 Ocean Avenue
Melbourne Beach, FL 32951

Matter Number: 240215 - Town of Melbourne Beach - Town Manager
Matter Name: Town Manager

Services

Date	Atty	Description	Quantity	Rate	Total
01-03-25	RGK	Email Correspondence: Emails with Elizabeth Mascaro RE: Noise and STR Ordinances	0.40	200.00	\$80.00
01-13-25	RGK	Phone conference with Elizabeth Mascaro re agenda items and addition of powerpoint presentation on Robert's Rules	0.40	200.00	\$80.00
01-21-25	RGK	Email Correspondence: Emails with Elizabeth Mascaro RE: Deckard Tech Contract	0.20	200.00	\$40.00
01-21-25	RGK	Email Correspondence: Emails with Elizabeth Mascaro RE: Deckard Tech Contract	0.10	200.00	\$20.00
01-23-25	RGK	Email Correspondence: Emails with Elizabeth Mascaro RE: Town Commission Workshop 27th	0.10	200.00	\$20.00
01-23-25	RGK	Email Correspondence: Emails with Elizabeth Mascaro RE: Monday Meeting	0.10	200.00	\$20.00
01-23-25	RGK	Phone conference with Elizabeth Mascaro re Charter Review Committee, advisory boards, and special meeting on 1/27	0.50	200.00	\$100.00
01-28-25	RGK	Email Correspondence: Email from Elizabeth Mascaro re zip file 2010-2017 LDC Edits	0.10	200.00	\$20.00

01-28-25	RGK	Email Correspondence: Email from Elizabeth Mascaro FW: Special Session HB 11A	0.10	200.00	\$20.00
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Services Subtotal: \$400.00

Subtotal	\$400.00
Total	\$400.00
Payment	\$0.00
Balance Owing	\$400.00

Trust Account Balance \$0.00

Total Matter Balance \$400.00

Tax ID #32-0242557

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FY25 FEMA GRANT FUNDS APPLIED FOR

DATE APPLIED	EVENT	PROJECT	COST SUBMITTED	DATE RECEIVED
11/5/2024	Hurricane Milton	Debris Removal	\$ 43,500.00	
11/5/2024	Hurricane Milton	*Emergency Protective Measures	**32,000.00	
11/5/2024	Hurricane Milton	Pier Damage	\$ 4,700.00	

*Emergency Protective Measures includes Payroll, and materials and equipment used.

**This amount is an approximate. Application is in process. Total final costs to be determined based on FEMA rates for equipment.

Town of Melbourne Beach

History Center Board Report

January 1st - History Walk, led by Frank Thomas and Rick Maule

February 8 - Book talk, by Rick Maule, on his book, *The Midnight Helmsman*, to coincide with Black History month. (This will be an annual event)

May 3 - Bruce Morgan's talk on Ponce DeLeon

October - Gemini 4th graders history center tour (tentative)

Archaeological presentation by Andrew Owens, M.S., RPA – Date not yet determined

Good day and thank you for reaching out.

Indeed, we could discuss many things "Florida".

We currently work several wrecks off Melbourne, including the wreck discussed by Mr. Funk. Therefore, we could present on current shipwreck archaeology in and around Melbourne.

I am also versed in ALL of Florida history. So, we could discuss any topic from Railroads, cattle and fishing, the Civil War, Spanish Colonialism, Prehistoric hunter-gatherers, mound-building societies.. Ice Age peoples and the Mammoth... These all make great presentations.

Perhaps most notably, We have a lot of exciting information about an Early Colonial (1550-1570) shipwreck we are working near Juno Beach?? That's very exciting!

I'd love to help get the Brevard County community excited about our local and shared cultural resources and histories. Whatever your group thinks most appropriate, I'm here to help.

It's always a pleasure to promote archaeology/anthropology. If we pick a topic (any topic) I'll build a presentation.

Highest regards, and I'm standing by for your word,

Andrew Owens, MS, RPA

Ongoing -

Museum open Saturdays 11-3

front porch music jam, Saturdays 1-3

weekly Wednesday evening rental to private group

native garden open to the public daily

Some fun facts ~

In 2024 we had 480 visitors.

So far, as of Feb 1, 2025 we have had 57 visitors!

Over half our visitors are local.

We have had visitors from 20 states, and 5 other countries, including Canada, the UK, Jamaica, Austria and the United Arab Emirates.

2024 Summary of Historic Ryckman Preservation and Awareness Board activities

Prepared by: Dayle Hinman Farrell

January 1, 2024, prepare Ryckman house and participate in Melbourne Beach Annual New Years Day Walking History Tour (in period dress)	6 hours
Docent at Old Town History and Ryckman house 11 times 8 hours each date	88 hours
We received a painting from the Old Town Hall history museum of a family posing at the beach. I researched the painter, identified and located her widower and daughter and advised them of the acquisition. I further learned that Dorothy J. Marcotulio was a famous painter who had designed the T-shirt art for numerous Founders Day events. The family provided a photo of the painter and examples of her designs. I framed the portrait and the designs and placed them on the wall with the painting. Through additional research I identified the photo the artist used as the subject. Philip Marcotulio visited the Ryckman house to view the painting at the present location.	32 hours
Match stain, purchase supplies and repair boards that had been replaced in the parlor.	3 hours
Scrape windows that had been accidentally over sprayed during a past house Painting.	4 hours
Clean, paint and prepare the Ryckman House for the Founders Day celebration	28 hours
Give tours in period dress of the Ryckman House on Founders Day	10 hours
Purchase 4 led lights and install them in the china cabinet to better display the treasures	5 hours
Color match paint to coordinate with the placemats I put on the shelves in the china cabinet. Remove all the items in the cabinet and paint 2 coats on the back cabinet wall. Place all the items back in the cabinet. Photograph the completed project and send the photos to Philip Hack to share with his relatives who are descendants of the Ryckman family. Philip's mother gave the family treasures to the house.	20 hours
Rotate the silver pieces in the cabinet and polish all the items (2 times)	6 hours
Prepare the house and participate in 3 walking history tours for Gemini Elementary School 2 nd grade students for their annual class field trip	8 hours
Continue to research and document the historic significance and the name of the donors for numerous items that are on display in the historic house.	10 hours

Research the Singer sewing machine and purchase a new leather treadle belt. Install the belt with Dan Hansen's assistance.	4 hours
Retore the original sewing machine manual and make a new cover.	3 hours
Clean and repaint the back wall of the parlor after the installation of a smaller sized air conditioner left bare wood showing. Clean and paint baseboards.	5 hours
Assist the Town of Brocton, NY with documents for a town celebration by conducting research of the Ryckman family back to the 1600's in Amsterdam when they spelled their name Rijkman.	20 hours
Prepare the Ryckman house for use by the Mayor of Melbourne Beach to meet with citizens because the Community Center was not available to her. 2 times	4 hours
Locate, Identify and prepare additional photos of Ryckman family members and utilize frames that contained photos of people or places that were not relevant to the house. The people in the photos were properly identified and were arranged on the walls in the house.	15 hours
Sadly, the beautiful antique clock donated by local resident Frank Carter stopped working. After careful research and several calls, the clock was taken to Keeping Time Clocks on west New Haven. The owner estimated the repair at \$160.00 and he would Call when the repair is complete.	6 hours
Clean and decorate the Historic Ryckman House for Christmas. Gail Anderson assisted again in the awesome event design.	25 hours
A safe lamp with an led bulb was placed on a timer near an upstairs window which gives the impression the house is "lived in".	1 hour
Assist in a Christmas program on December 3rd by escorting children and their families to meet Santa Claus. We also provided photo assistance to the families and house tours at the conclusion of the event. 2 board members participated in this event. 1 Santa volunteer and 2 French horn players also participated. 2 other board members prepared small gift bags for 150 children for the event. All the gift bags were given to the children – but extra toys were available and were prepared quickly for the children.	10 hours
5 board members each attended 6 meetings	30 hours
1 st floor windows were cleaned each month	12 hours
The north and east facing sides of the building were soft washed quarterly	12 hours
Total hours: 367	

Patriotic duties performed by DAR members that benefit the citizens of the Town of Melbourne Beach

There are spaces on the porch railing to accommodate a total of 162 Flags

The flags are put up and taken down 19 times in a calendar year

The flags are inspected each day and again every night they are flying to insure proper lighting according to Flag Code. Extra bulbs are kept in the house in the event of burned-out lights. It takes 1 hour to walk to the park and check all the flags. The flags fly a minimum of 3 days each time they are up. 54 hours

Per the direction of National Society DAR each chapter shall honor the farewell tour of the Marquis de Lafayette. We purchased a French flag that was consistent with the size of our patriot Flags. I prepared a label that described his service to the 13 Colonies during the American Revolution. Additionally, I purchased a Betsy Ross Colonial flag and prepared a label for General George Washington that included a picture of his personal battle flag on his label. I added the purpose/history of the 2 new flags to the sign that is displayed on the door when the flags are flying. 5 hours

Flags/labels/tags and ribbons are prepared for each Daughter who joins our Chapter. The flags labels and ribbons are affected by the high winds that frequently occur on our barrier island. Flags are properly retired often due to wind damage. Additionally, the labels are often replaced to keep them proper and respectful. 60 hours

I conducted research to document that the original owner of the Ryckman House was a descendant of Gerrit Ryckman who fought in the American Revolution. I prepared an Honor Flag for display on the porch railing. 6 hours

We display the Kabul soldier's flags for 7 days to commemorate their tragic loss each year 14 hours

We display the Police Flags during National Police Memorial Week each year. 14 hours

The flag poles with the taller finials that better display our labels and ribbons are no longer available. To prolong the use of the old flag poles, I took them in bundles to my home and coated them with Thompsons water seal. New flags were purchased and stapled to the old-style poles. The flags were treated in separate bundles of 36. 25 hours

Total 178 hours



TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ♦ ESTABLISHED 1883

To: Town Commission
Date: January 2025
From: Robert Bitgood, Building Official
RE: Monthly Report

- The Building Official, Robert Bitgood, was selected to be on the Building Officials of Florida Legislative committee. This committee meets with State Legislators to talk with them regarding upcoming bills that will affect the construction industry. I will be going to Tallahassee in March to meet with Representatives at the opening of this year's session.
- Met with P&Z regarding the changes requested to clarify our Ordinance relating to Building Height, and the proposed Landscape Ordinance.
- Started working on spreadsheet for all Town Buildings to create a maintenance process, as well as, long-term capital expenses for budgeting purposes. This will start by estimating the cost to make roof and building repairs.
- We are currently working with the Breakers to get the appropriate Milestone Inspection reports to the State, as required by the new State Statutes.
- We have started the year off very strong with plan review and inspections. This is a good sign for the Building Department, as well as the Town with several property's that were in need of repair being purchased and renovated.
- Attended the Basin 1 Stormwater presentation by BSE Consultants. I will be acting as the liaison between the construction implementation and the engineer.

Summary- The Building Department continues to strive for good customer service with meeting home owners and contractors to ensure we are all working together to meet the Building code as well as the Town Ordinances.



TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

Building Department Report

JANUARY 2025

- permits issued 79
- Construction value of the \$2,005,496.02 permits totaled \$25,774.06
- Total permit fees \$25,774.06
- Inspections completed 126
- Plans reviewed 79
- Site plan review for P&Z 0
- New home 1
- Stop work order 4

Monthly Permit List

02/03/2025

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Accessory Structure

Permit #	Applicant	Address	Fee Total	Const. Value
PAS25-0001	FENAUGHTY, KAREN	323 THIRD AVE	\$139.03	\$4500.00
Work Description: 16 ft x 18 ft wooden pergola to be installed over existing paver pad in back yard with the 6x6 posts, 2x8 stringers, 2x6 rafters, 1x4 perlins and stainless steel hardware				

Total Permits For Type:	1
Total Fees For Type:	\$139.03
Total Const. Value For Type:	\$4500.00

Demolition

Permit #	Applicant	Address	Fee Total	Const. Value
PD25-0001	COMPLETE DRYWALL CONTRACTORS	603 MANGO DR	\$154.25	\$36000.00
Work Description: Demo interior wall and ceiling drywall and plaster and rough framing				

Total Permits For Type:	1
Total Fees For Type:	\$154.25
Total Const. Value For Type:	\$36000.00

Electrical

Permit #	Applicant	Address	Fee Total	Const. Value
PE25-0008	BECKER, JAMES	203 SECOND AVE	\$83.66	\$2655.18
Work Description: Install new hardwired worry free 10yr lithium battery back up smoke and smoke/co2 detectors, install 90 min battery emergency back up wall sconces at front and back doors and bedrooms, rewire flood light at front of garage. Power check residence and label the panel circuit breakers				
PE25-0002	COMMERCIAL ELECTRIC & MAINTENANCE	417 ANCHOR KY	\$94.48	\$3016.00
Work Description: Replace 200A electrical service with new meter main combo. Install 50A generator inlet				
PE25-0007	AROCENA, FEDERICO J	307 ATLANTIC ST	\$79.00	\$300.00
Work Description: Replace degraded meter mounting tabs				
PE25-0003	Chris Hughes	211 FIR AVE	\$113.77	\$3659.00
Work Description: Install new 200A 40/80 MLO panel with a 50A interlock kit & 50A inlet box. Also install soft start on AC				
PE25-0004	JAMES JENNINGS	603 MANGO DR	\$385.92	\$17650.00
Work Description: rewiring whole main house to code TP outlets and smokes and co smokes				
PE25-0006	SERENE BLUE LLC	313 OAK ST	\$79.00	\$300.00
Work Description: Replace degraded meter mounting clips/tabs				
PE24-0061	MENDONCA, MICHAEL	304 OAK ST	\$79.00	\$2200.00
Work Description: Replace 200 amp meter with new meter main				

PE25-0005	Hamilton, Bruce	602 PINE ST	\$79.00	\$1000.00
Work Description: Set up a temporary power pole for construction purposes				
PE25-0001	Peter J Grandinetti	1807 REDWOOD AVE	\$79.00	\$1832.00
Work Description: Remove rusted meter and main breaker disconnect. Rprovide and install 200 amp meter main combo with surge protection. Upgrade grounding system per code.				

Total Permits For Type: 9
Total Fees For Type: \$1072.83
Total Const. Value For Type: \$32612.18

Fence

Permit #	Applicant	Address	Fee Total	Const. Value
PF25-0004	SUPERIOR FENCE & RAIL OF BREVARD COUNTY INC	420 SECOND AVE	\$152.08	\$4928.78
Work Description: INSTALL 136' OF 6' WOOD FENCE AND INSTALL 4' OF 4' WOOD FENCE WITH 1-4' GATE				
PF25-0005	SUPERIOR FENCE & RAIL OF BREVARD COUNTY INC	208 BIRCH AVE	\$140.64	\$4552.99
Work Description: Install 96' of 6' PVC fence				
PF25-0001	FENCE OUTLET INC	205 FLAMINGO LN	\$136.45	\$4415.00
Work Description: Fence install 6' board on board wood				
PF24-0045	ALL PRO HOME SOLUTIONS	322 HIBISCUS TRL	\$79.00	\$1950.00
Work Description: remove and replace 521f of wood fence and replace with same as existing				
PF25-0003	SUPERIOR FENCE & RAIL OF BREVARD COUNTY INC	410 MAGNOLIA AVE	\$246.07	\$8002.24
Work Description: Install 238' of 6' wood fence				

Total Permits For Type: 5
Total Fees For Type: \$754.24
Total Const. Value For Type: \$23849.01

Marine - Docks/Boathouses

Permit #	Applicant	Address	Fee Total	Const. Value
PMD25-0001	BAKER MARINE CONSTRUCTION	410 ANCHOR KY	\$666.25	\$45000.00
Work Description: New dock and seawall				
PMD25-0003	BAKER MARINE CONSTRUCTION	408 ANCHOR KY	\$666.25	\$45000.00
Work Description: New Dock and Seawall				

Total Permits For Type: 2
Total Fees For Type: \$1332.50
Total Const. Value For Type: \$90000.00

Mechanical

Permit #	Applicant	Address	Fee Total	Const. Value
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PM25-0013	David Mastrodonardo	211 SIXTH AVE	\$233.52	\$7594.00
	Work Description: Replace existing A/C system			
PM25-0003	WHITLOCK, GARY	417 ANCHOR KY	\$342.65	\$13430.00
	Work Description: Change out AC with 4ton 16.50 SEER Cappler System			
PM25-0015	Joseph E Dittmar	1702 ATLANTIC ST 1E	\$332.55	\$12444.00
	Work Description: like for like replacement of ductwork, like for like replacement of A/C unit			
PM25-0001	WHITLOCK, GARY	2005 ATLANTIC ST 414	\$225.12	\$7321.00
	Work Description: Change out AC with a 3 ton 14.30 seer 2 Rheem			
PM25-0005	RENNER, ROBERT	2203 ATLANTIC ST 715	\$343.21	\$13484.00
	Work Description: HVAC system change out. No duct work. Like with like			
PM25-0002	Joseph E Dittmar	213 BIRCH AVE	\$276.22	\$8983.00
	Work Description: Like for like equipment change out HVAC			
PM25-0006	NATHAN IACOBACCI	206 FOURTH AVE	\$306.27	\$9960.00
	Work Description: Replace exact HVAC system			
PM25-0014	JAMES ZALEWSKI	608 HIBISCUS TRL	\$250.12	\$8134.00
	Work Description: Replace existing duct system			
PM25-0012	Stephen Buckley	603 MANGO DR	\$350.04	\$14150.00
	Work Description: AC CHANGE OUT 3 TON COMFORT MAKER 15.2 SEER 2 W/DUCT REPLACEMENT			
PM25-0007	Sullivan, Peter	321 OCEAN AVE STE 101	\$199.93	\$6500.00
	Work Description: Same Size HVAC changeout no ductwork			
PM25-0008	Sullivan, Peter	321 OCEAN AVE STE 206	\$199.93	\$6500.00
	Work Description: same siz HVAC changeout - no duct work			
PM25-0009	Sullivan, Peter	321 OCEAN AVE STE 207	\$199.93	\$6500.00
	Work Description: Same size HVAC change out no duct work			
PM25-0010	Sullivan, Peter	321 OCEAN AVE STE 208	\$199.93	\$6500.00
	Work Description: same size HVAC change out no ductwork			
PM25-0004	Ralph W Durham	400 PELICAN KY	\$272.04	\$8847.00
	Work Description: Exact replacement of 2.5 ton AC system w/10kw electric heat			

Total Permits For Type:	14
Total Fees For Type:	\$3731.46
Total Const. Value For Type:	\$130347.00

Miscellaneous

Permit #	Applicant	Address	Fee Total	Const. Value
PMC24-0002	CROSSOVER 2ND, AVE	507 OCEAN AVE	\$0.00	\$0.01
	Work Description: Place 4 support poles mount Historical water tank- cistern on them			

Total Permits For Type:	1
Total Fees For Type:	\$0.00

Total Const. Value For Type: \$0.01⁹⁵

Paver, Concrete, & Deck

Permit #	Applicant	Address	Fee Total	Const. Value
PCD25-0002	Dave Nielsen LLC	609 ALDEN PL	\$253.69	\$8250.00
Work Description: Existing driveway and pavers to be replaced with paver drive. widening driveway by 1.5' on either side				
PCD24-0012	MELBOURNE BEACH, TOWN OF	507 OCEAN AVE	\$0.00	\$0.01
Work Description: Rebuild R&R Existing beach access crossover at 2nd ave				
PCD25-0003	MELBOURNE BEACH, TOWN OF	507 OCEAN AVE	\$0.00	\$0.01
Work Description: Remove and replace exact foot print of beach access crossover				
PCD25-0001	Surfside Pavers Inc.	1803 ORANGE ST	\$319.80	\$11200.00
Work Description: Replace existing cement driveway with brick pavers widen driveway 3' on left side				

Total Permits For Type: 4
Total Fees For Type: \$573.49
Total Const. Value For Type: \$19450.02

Plumbing

Permit #	Applicant	Address	Fee Total	Const. Value
PP25-0003	Sinclair, James	305 FOURTH AVE	\$256.77	\$8350.00
Work Description: Repalce sewerline from meter to home approx 90 ft				
PP25-0001	Steven Rutherford	509 AVENUE A	\$311.09	\$10350.00
Work Description: Install new 4" sewer line from SE corner of house to city tap located under driveway				
PP25-0002	WILLIAM HONEYCUTT	603 MANGO DR	\$355.68	\$14700.00
Work Description: Replace cast iron drain, waste, and vent piping				

Total Permits For Type: 3
Total Fees For Type: \$923.54
Total Const. Value For Type: \$33400.00

Pool Enclosure

Permit #	Applicant	Address	Fee Total	Const. Value
PPE25-0001	HOME RESCREENING INC.	315 AVENUE B	\$375.35	\$16620.00
Work Description: Construct new screen room on existing concrete slab 37x12 3" insulated patio roof/screen				
PPE25-0002	Tripod Aluminum Inc.	207 DOGWOOD AVE	\$332.07	\$12397.00
Work Description: tear out existing and install new pool screen enclosure				

Total Permits For Type: 2
Total Fees For Type: \$707.42
Total Const. Value For Type: \$29017.00

Permit #	Applicant	Address	Fee Total	Const. Value
PRR25-0003	RALPH CARPENTER ROOFING INC	304 FOURTH AVE	\$315.70	\$10800.00
	Work Description: Reroof: remove and replace shingles & flat roof			
PRR25-0011	FLORIDA ROOF BROS LLC	201 SIXTH AVE 6	\$193.57	\$6291.25
	Work Description: shingle roof replacement			
PRR25-0005	FLORIDA ROOF BROS LLC	201 SIXTH AVE A	\$193.57	\$6291.25
	Work Description: SHINGLE ROOF REPLACEMENT			
PRR25-0007	FLORIDA ROOF BROS LLC	201 SIXTH AVE C	\$193.57	\$6291.25
	Work Description: shingle roof replacment			
PRR25-0009	FLORIDA ROOF BROS LLC	201 SIXTH AVE D	\$193.57	\$6291.25
	Work Description: shingle reroof replacement			
PRR25-0010	FLORIDA ROOF BROS LLC	201 SIXTH AVE F	\$193.57	\$6291.25
	Work Description: shingle roof replacement			
PRR25-0012	FLORIDA ROOF BROS LLC	203 SIXTH AVE 7	\$193.57	\$6291.25
	Work Description: shingle roof replacement			
PRR25-0014	FLORIDA ROOF BROS LLC	203 SIXTH AVE 9	\$193.57	\$6291.25
	Work Description: SHINGLE ROOF REPLACEMENT			
PRR25-0016	FLORIDA ROOF BROS LLC	203 SIXTH AVE 11	\$193.57	\$6291.25
	Work Description: SHINGLE ROOF REPLACEMENT			
PRR25-0020	G&G ROOFING CONSTRUCTION INC CHEYANNE@CFLROOFING.COM	213 SIXTH AVE	\$439.11	\$22840.00
	Work Description: shingle RR 37 sq P&S, ridge vent, 6 sq flat			
PRR25-0001	PRECISION TRADES & SERVICES	409 SIXTH AVE	\$543.25	\$33000.00
	Work Description: Re-roof with full tear off and instal of metal roofing system with all its components			
PRR25-0013	FLORIDA ROOF BROS LLC	203 SIXTH AVE 8	\$193.57	\$6291.25
	Work Description: SHINGLE ROOF REPLACEMENT			
PRR25-0015	FLORIDA ROOF BROS LLC	203 SIXTH AVE 10	\$193.57	\$6291.25
	Work Description: SHINGLE ROOF REPLACEMENT			
PRR25-0021	JPARKER ROOFING LLC	204 ASH AVE	\$440.75	\$23000.00
	Work Description: shingle reroof			
PRR25-0004	RELIABLE ROOFING INC	1350 ATLANTIC ST	\$352.09	\$14350.00
	Work Description: Re-roof using S/A underlayment and architectural shingles on sloped roof and S/A 2-ply roll roofing onlow slope roof			
PRR24-0070	ELO ROOFING	204 ELM AVE	\$435.63	\$22500.00
	Work Description: Reroof, remove and install 37.13 sq shingles and 5.53sq mod bit pitch 5/12 single family residence. shingle FL#10674.1 & FL# FL2533-R32			
PRR25-0019	RALPH CARPENTER ROOFING INC	1503 OAK ST	\$401.80	\$19200.00

Work Description: reroof - remove and replace shingles

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PRR25-0002	Patrick Roofing Inc	2017 OAK ST	\$466.07	\$25470.00
Work Description: shingle roof replacement				
PRR25-0008	FLORIDA ROOF BROS LLC	203 SIXTH AVE	\$512.40	\$29990.00
Work Description: shingle roof replacement - garages				
PRR25-0017	FLORIDA ROOF BROS LLC	203 SIXTH AVE 12	\$193.57	\$6291.25
Work Description: SHINGLE ROOF REPLACEMENT				
PRR25-0018	RALPH CARPENTER ROOFING INC	410 SUNSET BLVD	\$393.60	\$18400.00
Work Description: reroof: remove and replace shingles				

Total Permits For Type:	21
Total Fees For Type:	\$6429.67
Total Const. Value For Type:	\$288753.75

Res Building

Permit #	Applicant	Address	Fee Total	Const. Value
PRB22-0025	BARFIELD CONTRACTING & ASSOCIATES	312 THIRD AVE	\$329.00	\$1800.00
Work Description: REMODEL, BATHROOM				
PRB24-0021	LEWIS, JEANNE	506 HIBISCUS TRL	\$184.70	\$6000.00
Work Description: Bathroom remodel				
PRB24-0037	WASHBURN, BRENT SCOTT JR	502 MAGNOLIA AVE	\$1025.00	\$80000.00
Work Description: Addition to existing structure				
PRB24-0038	Big 5 General Construction Company Inc	602 PINE ST	\$1076.25	\$85000.00
Work Description: Addition Add on				
PRB25-0001	Jparker Contracting LLC	507 POINSETTIA RD	\$973.75	\$75000.00
Work Description: Interior and exterior improvements				

Total Permits For Type:	5
Total Fees For Type:	\$3588.70
Total Const. Value For Type:	\$247800.00

Res New Construction

Permit #	Applicant	Address	Fee Total	Const. Value
PRB24-0036	MONARCH HOMES OF BREVARD LLC	1609 ATLANTIC ST	\$4558.69	\$999000.00
Work Description: new construction home on existing foundation				

Total Permits For Type:	1
Total Fees For Type:	\$4558.69
Total Const. Value For Type:	\$999000.00

Permit #	Applicant	Address	Fee Total	Const. Value
PTR24-0018	ALLGOOD, MARY	314 SIXTH AVE	\$0.00	\$0.01
Work Description: removal of coconut palm by street				

Total Permits For Type: 1
Total Fees For Type: \$0.00
Total Const. Value For Type: \$0.01

Window, Door, and Shutter Permit

Permit #	Applicant	Address	Fee Total	Const. Value
PWS24-0118	Maximum Resistance Storm Shutters	209 SECOND AVE	\$79.00	\$1775.00
Work Description: Install 2 55mm manual roll shutters - hurricane shutters				
PWS24-0120	Roll Tite Shutters East, Inc.	1905 ATLANTIC ST 325	\$229.09	\$7450.00
Work Description: Installation of electric roll down hurricane shutters facing east				
PWS24-0117	SUNSET VIEW WINDOWS AND DOORS RYAN BITGOOD	1950 ATLANTIC ST 222	\$213.63	\$6947.37
Work Description: Installation of sliding glass door				
PWS25-0007	RENEWAL BY ANDERSON	1205 ATLANTIC ST	\$180.80	\$5872.00
Work Description: Remove and replace 1 picture window, like for like, impact resistant. No structural changes				
PWS25-0001	IKON WINDOWS AND DOORS LLC	402 CORAL AVE	\$520.73	\$30802.67
Work Description: R&R windows & Doors like for like				
PWS24-0108	Windward Building Company	411 DRIFTWOOD AVE	\$199.93	\$6500.00
Work Description: Remove window, modify opening, install sliding glass door				
PWS25-0004	W. Anthes Inc.	514 HIBISCUS TRL	\$148.16	\$4800.00
Work Description: install impact rated garage door				
PWS25-0005	ECOVIEV WINDOW OF BREVARD LLC	413 MAGNOLIA AVE	\$157.90	\$5120.00
Work Description: 7dh.1 MULLION WINDOW REPLACEMENTS; SIZE FOR SIZE AND NON IMP (EXISTING SHUTTERS)				
PWS25-0002	EAST COAST CRAFTSMEN LLC	414 POINSETTIA RD	\$79.00	\$1500.00
Work Description: replace 2 windows with new impact grade windows				

Total Permits For Type: 9
Total Fees For Type: \$1808.24
Total Const. Value For Type: \$70767.04

Grand Total Fees:	\$25,774.06
Grand Total Permits:	79.00
Grand Total Const. Value:	\$2005496.02

Public Works Activities

January 2025

The beach crossover at Cherry Street was completely rebuilt. The new crossover was the exact footprint as the old one.

A crossover maintenance plan was written to prolong the life of them and eliminate any hazards from splintering loose screws etc. . Once per year a wood sealer will be applied to the crossovers which should extend the life expectancy of them.

New trailer lighting was installed on our utility trailer. LED were installed for better safer lighting. The existing light system was badly deteriorated and had been repaired several times.

Dealt with sewage problem at Ryckman Park restroom. Commission approved replacing sewer line.

Repaired a loose step at the Beaujean House – Old Post Office

Constructed a swale on 700 block of Atlantic St. and re-sodded it

Removed bushes in front of Town Limit signs to making them more visible.

Trimmed Loggerhead Park – significant growth

Replaced damaged street name signs 5th and Atlantic

Two road kills removed and disposed of

Viewed area where pavement had been cut by Brevard County months and only had road base fill. A pot hole is developing in area of 400 block Sandy Key. Reported the same to Brevard county requesting paving repair.

Removed three dump truck loads of trash from 605 Riverside

Dealt with a free flowing well that had broken 413 Driftwood. Notified St. Johns Water Management. Could not get in contact with the property owner. We had gotten several calls in reference to this because the water was flowing into the street. Owners repaired the well so I cancelled St. Johns.

Permanently affixed a small locker for janitor supplies at Ryckman Bathroom in order to clear out the area previously used by them. This was done in order to comply with no storage in electrical breaker boxes area.

Met with St. Johns Water Management to begin process to seal the existing irrigation well near the Community Center. This is being done because the casing on the existing well is 50 plus years old and is very badly deteriorated. Sealing this well will then allow us to install a new well for the irrigation system.

Replaced three wooden fencing panels on North Side of Ocean Park (OP). The existing fence was in very poor condition due to aging. Was falling over.

Trim the entire sea grape area on North side of Ocean Park (OP)

Met with Truly Nolen ref. monthly rodent inspection at Old Town Hall/History Center

Trimmed areas at the beach crossovers

Replaced the roof covering at the Rita Karpie Pavilion with more durable longer lasting roof covering. More storm resistant.

Removed invasive plants near the north end of OP. This is an ongoing maintenance task.

Replaced one of the children's swing seats – wear and tear

Set up for meetings in Community Center

Blocked intersection of Pine and First ref. water main break – recovered barricades when repair was completed.

Enforcement List

02/06/2025

1/2

Enforcement #	Address	Category	Status	Origin	Filed	Closed
ECE25-0269	409 THIRD AVE	Attractive Nuisance	Open - Complaint Received	Public - Phone	01/16/25	
ECE25-0274	416 THIRD AVE	Lawns - Overgrowth	Closed - Complied	Staff	01/21/25	01/28/25
ECE25-0275	415 SIXTH AVE	Right of Way	Closed - Complied	Public - Phone	01/21/25	01/23/25
ECE25-0277	415 SIXTH AVE	Lighting Violations	Open - Complaint Received	Public - walk In	01/23/25	
ECE25-0281	212 CHERRY DR	Signs	Open - Complaint Received	Staff	01/29/25	
ECE25-0283	213 CHERRY DRIVE	Signs	Open - Complaint Received	Staff	01/29/25	
ECE25-0282	214 CHERRY DR	Signs	Closed - No Violations Found	Staff	01/29/25	01/31/25
ECE25-0268	413 DRIFTWOOD AVE	Lawns - Garbage & Trash	Closed - Complied	Public - Phone	01/13/25	01/22/25
ECE25-0261	207 FLAMINGO LN	Building Permit Violation	Open - Complaint Received	Public - Phone	01/03/25	
ECE25-0270	206 FOURTH AVE	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	01/21/25	
ECE25-0263	504 MAGNOLIA AVE	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Public - Email	01/06/25	01/13/25
ECE25-0264	2103 NEPTUNE DR	Signs	Closed - Complied	Public - walk In	01/07/25	01/23/25
ECE25-0284	1500 ORANGE ST	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	01/29/25	02/03/25
ECE25-0273	1505 ORANGE ST	Lawns - Overgrowth	Closed - Complied	Staff	01/21/25	01/27/25
ECE25-0286	1500 PINE ST	Fences and walls	Closed - Complied	Staff	01/31/25	02/03/25
ECE25-0287	1508 PINE ST	Lawns - Garbage & Trash	Closed - Complied	Staff	01/31/25	02/03/25
ECE25-0262	514 POINSETTIA RD	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Public - Email	01/06/25	01/13/25
ECE25-0280	2105 REDWOOD AVE	Signs	Open - Complaint Received	Staff	01/29/25	
ECE25-0278	605 RIVERSIDE DR	Lawns - Garbage & Trash	Closed - Complied	Public - Email	01/23/25	02/03/25
ECE25-0279	200 SHANNON AVE	Lawns - Overgrowth	Open - Complaint Received	Staff	01/28/25	
ECE25-0272	208 SURF RD	Lawns - Overgrowth	Closed - Complied	Staff	01/21/25	01/27/25
ECE25-0285	300 SURF RD	Signs	Open - Complaint Received	Staff	01/29/25	

Enforcement List

Enforcement #	Address	Category	Status	Origin	Filed	Closed
ECE25-0271	303 SURF RD	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	01/21/25	01/27/25

Total # of Enforcements: 23

Enforcement List

02/06/2023

1/1

Enforcement #	Address	Category	Status	Origin	Filed	Closed
ECE25-0274	416 THIRD AVE	Lawns - Overgrowth	Closed - Complied	Staff	01/21/25	01/28/25
ECE25-0275	415 SIXTH AVE	Right of way	Closed - Complied	Public - Phone	01/21/25	01/23/25
ECE24-0260	306 AVENUE B	Short Term Rental Violations	Closed - Complied	Public - walk In	12/19/24	01/09/25
ECE24-0250	526 AVENUE B	Signs	Closed - Complied	Public - Email	12/11/24	01/09/25
ECE25-0282	214 CHERRY DR	Signs	Closed - No Violations Found	Staff	01/29/25	01/31/25
ECE25-0268	413 DRIFTWOOD AVE	Lawns - Garbage & Trash	Closed - Complied	Public - Phone	01/13/25	01/22/25
ECE24-0255	219 FIFTH AVE	Short Term Rental Violations	Closed - No Violations Found	Public - walk In	12/13/24	01/09/25
ECE25-0263	504 MAGNOLIA AVE	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Public - Email	01/06/25	01/13/25
ECE25-0264	2103 NEPTUNE DR	Signs	Closed - Complied	Public - walk In	01/07/25	01/23/25
ECE25-0273	1505 ORANGE ST	Lawns - Overgrowth	Closed - Complied	Staff	01/21/25	01/27/25
ECE24-0247	800 PINE ST	Lawns - Overgrowth	Closed - Complied	Public - Email	11/18/24	01/14/25
ECE25-0262	514 POINSETTIA RD	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Public - Email	01/06/25	01/13/25
ECE24-0252	207 RIVERSIDE DR	Signs	Closed - Complied	Public - Email	12/12/24	01/22/25
ECE25-0272	208 SURF RD	Lawns - Overgrowth	Closed - Complied	Staff	01/21/25	01/27/25
ECE25-0271	303 SURF RD	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	01/21/25	01/27/25

Total # of Enforcements: 15

Certificate List

Certificate #	Property Address	Certificate Type	Holder	Status	Issued	Amount Due
CVR24-0023	411 OAK ST	Vacation Rental	MOLINA OAK LLC	Issued	11/14/2024	\$0.00
CVR24-0024	1905 REDWOOD AVE	Vacation Rental	BRUNING, RICHARD A	Issued	11/14/2024	\$0.00
CVR24-0025	401 AVENUE B	Vacation Rental	NEWTON, JOHN	Issued	11/04/2024	\$0.00
CVR24-0026	317 FIRST AVE	Vacation Rental	LESINSKI, ZACH	Issued	11/04/2024	\$0.00
CVR24-0027	217 FOURTH AVE	Vacation Rental	FOURTH AVENUE LLC	Issued	12/09/2024	\$0.00
CVR24-0028	304 OAK ST	Vacation Rental	DAILEY, CHRISTOPHER	Issued	12/10/2024	\$0.00
CVR24-0029	2015 OAK ST	Owner Occupied Exempt	PRUTOW, GARY	Issued	11/01/2024	\$0.00
CVR24-0034	315 AVENUE B	Vacation Rental	KOGOK, RONALD C, JR	Issued	12/09/2024	\$0.00
CVR24-0039	2201 REDWOOD AVE	Vacation Rental	NLD9, INC JOHN NEWTON	Issued	01/09/2025	\$0.00
CVR24-0043	304 FOURTH AVE	Vacation Rental	SAMMELMAN, MARK T	Issued	01/09/2025	\$0.00
CVR24-0047	217 THIRD AVE	Owner Occupied Exempt	MC KERCHER, TIMOTHY	Issued	12/23/2024	\$0.00

Total # of Certificates:	11
Total Amount Due:	\$0.00

RENTAL RE-REGISTRATION FEES

Owner Occupied Exempt

Address	Responsible Party	Fee Total	Amount Paid	Amount Due
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Total Outstanding Fees Due For Type:
Total Number of Rental Units:

Vacation Rental

Address	Responsible Party	Fee Total	Amount Paid	Amount Due
312 SECOND AVE	HENSEL, KURT	\$500.00	\$0.00	\$500.00
204 CHERRY DR	BAIRD, KERRY ROBERT BAIRD	\$900.00	\$0.00	\$900.00
512 HARLAND AVE	BAIRD, KERRY ROBERT BAIRD	\$900.00	\$0.00	\$900.00
319 THIRD AVE	SEVILA, WILLIAM AUSTIN	\$650.00	\$0.00	\$650.00
311 FIRST AVE	JEPPSON, RICHARD C	\$900.00	\$0.00	\$900.00
228 SIXTH AVE	WELLENS, DOUGLAS M	\$800.00	\$0.00	\$800.00
306 AVENUE B	HEUCHAN, JOSHUA	\$800.00	\$0.00	\$800.00

Total Outstanding Fees Due For Type: \$5,450.0
Total Number of Rental Units: 0

Report Summary

Grand Total Outstanding Fees Due: \$5,450.0

Certificate Number	Location	Certificate Type	Holder Person	Date/Time Created	Status	Expires Date
CVR24-0032	1503 ATLANTIC ST A	Vacation Rental	YOUNG, KAREN	11/08/2024	Hold	
CVR24-0035	302 FIFTH AVE	Vacation Rental	EDILENE, TOBIAS JOHANSSON	11/12/2024	Hold	11/30/2025
CVR24-0038	228 SIXTH AVE	Vacation Rental	WELLENS, DOUGLAS M	11/25/2024	Hold	
CVR24-0042	224 FIFTH AVE	Vacation Rental	POVICH, ROBYN S	11/26/2024	Hold	
CVR24-0046	306 AVENUE B	Vacation Rental	HEUCHAN, JOSHUA	12/12/2024	Hold	
Report Total:						



Town of Melbourne Beach



Fire Department

MONTHLY REPORT – FEBRUARY 2025

Incident Response

From January 10th through February 4th, the Melbourne Beach Volunteer Fire Department responded to 8 calls for service. The average number of responding volunteer personnel per paged out call for the time period listed above was 11.

Breakdown:

- 5 Fire/Rescue 911 Calls (paged out)
 - Incidents: 4, 5, 6, 8, 9
- 1 Assist Other Agency
 - Area Coverage (Incident # 3)
- 2 Fire & Life Safety Inspection
 - Incidents 7 & 10

Notable Incidents

- ***2/1/2025 (08:54am) – Mutual Aid Multi-Agency Water Rescue for Drowning Victim in Indian Harbour Beach***
 - MBVFD dispatched mutual aid for reports of possible drowning victim in ocean in Indian Harbour Beach. MB Fire-1, D-58, ATV-58, & Ski-58 responded as part of a multi-agency response along with units from Indian Harbour Beach, Satellite Beach, Indialantic, Brevard County Sheriff's Office, Brevard County Fire Rescue, and Brevard County Ocean Rescue. Victim recovered by Satellite Beach water rescue unit. MBVFD units canceled by incident command while en-route to scene.

Aid Given or Received

- **1/11/2025 – Aid Given: Area Coverage for Indian Harbour Beach Fire Dept.**
- **2/1/2025 – Aid Given: Multi-Agency Water Rescue in Indian Harbour Beach**

Department Membership

- 37 Total Members
 - Paid Staff:
 - 1 Fire Chief (*Full-Time*)
 - 1 Maintenance Technician (*Part-Time*)
 - Volunteer Staff:
 - 20 Certified Volunteer Firefighters (+2)
 - 11 Support Services Volunteers (+4)
 - 1 Probationary Volunteer Members (-4)
 - 4 Administrative Volunteers
 - 1 Safety Officer
 - 2 Logistics Staff
 - 1 Volunteer Fire Chaplain

Notes: 4 members completed their probationary requirements and were promoted to Support Services. 1 Certified Volunteer Firefighter returned to service with the Department, and 1 Support Services Member earned their Volunteer Firefighter Certification.

Volunteer Recruitment

The Melbourne Beach Volunteer Fire Department is continuously recruiting local men and women who have a desire to serve their community. No experience is needed and all training will be provided. The next new recruit orientation is scheduled for February of 2025. For more information, visit MakeMeAFirefighter.org or stop by Fire Station #58 (507 Ocean Avenue).

Recruitment efforts included: Participation in the Make Me A Firefighter Campaign, submission of an article in the Town newsletter, Facebook and Nextdoor posts, and preparation of recruitment banners.

Notable Events & Updates

Automatic Aid Updates

- The proposed Automatic Aid Agreement with the Indian Harbour Beach Volunteer Fire Department will be presented to their City Council this month, and if approved, we plan to complete the implementation by the end of March.

Beach Fire Program

- From January 10th through February 4th, 9 Beach Fire Permits were issued.

191hr Volunteer Firefighter Certification Program

- The Department continues hosting (and teaching) a State recognized hybrid 191hr Volunteer Firefighter Certification Program. In addition to the 8 students from Melbourne Beach and 2 students from Indian Harbour Beach, 2 students from Indialantic have joined the class. The program is expected to finish sometime around August.

New Fire Engine Update

- Chief Brown, Deputy Chief Miller, and Safety Chief Micka traveled to Wisconsin in January to meet with the manufacturer's engineers and complete the pre-build process for the Town's new fire engine. After 2 full days of meetings, specifications review, customization, and minor modifications, the Fire Department was able complete the design for a state of the art fire engine and still come in under the expected budget. The remaining funding will be used for equipment mounting brackets after the engine is delivered. The estimated delivery date is sometime in August of this year, and a community push-in ceremony is being planned.

Hose and Ladder Testing

- Annual hose and ladder testing was completed for the Fire Departments apparatus. All hoses and ladders passed the testing process, with the exception of 1 roof ladder that failed the inspection due to wear and tear. The ladder that failed is over 20 years old, and a replacement will be included in the cost of the new fire engine.

Emergency Medical Responder Training

- Fire Department EMS instructors are teaming up with the Indian Harbour Beach Vol. Fire Dept. to instruct a State recognized 56-hour Emergency Medical Responder course for both of our agency's volunteers. The training will allow our volunteers to provide basic pre-hospital medical care under the supervision of an EMT. It will also allow student who complete the course to sit for their national certification exam.

Meetings & Conferences

- Chief Brown attended the Florida Fire & EMS Conference in Orlando and the Space Coast Fire Chiefs General Meeting in Cocoa.

Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 2/13/2025 3:08:37 PM



110

Incident Address and Type for Date Range (Landscape)

Incident Status(s): All Incident Statuses | Start Date: 01/10/2025 | End Date: 02/04/2025

INCIDENT #	DATE	LOCATION TYPE	ADDRESS	INCIDENT TYPE	ALARM	CLEARED SCENE
2025-3	01/11/2025		1116 Pine Tree Drive , Indian Harbour Beach, FL, 32937	Cover assignment, standby, moveup	01/11/2025 17:45	01/11/2025 20:36
2025-4	01/14/2025		506 Riverside DR , Melbourne Beach, FL, 32951	Alarm system activation, no fire - unintentional	01/14/2025 20:17	01/14/2025 20:25
2025-5	01/16/2025		505 Ocean AVE , Melbourne Beach, FL, 32951	Emergency medical service, other	01/16/2025 08:23	01/16/2025 08:39
2025-6	01/21/2025		410 Atlantic ST , Melbourne Beach, FL, 32951	Arcing, shorted electrical equipment	01/21/2025 20:56	01/21/2025 21:47
2025-7	01/30/2025		510 Banyan WAY , Melbourne Beach, FL, 32951	Special type of incident, other	01/30/2025 13:29	01/30/2025 13:55
2025-8	02/01/2025		2055 A1A Ocean Ave , Indian Harbour Beach, FL, 32937	Surf rescue	02/01/2025 08:54	02/01/2025 09:16
2025-9	02/02/2025		202 Shannon AVE , Melbourne Beach, FL, 32951	Unauthorized burning	02/02/2025 10:47	02/02/2025 11:39
2025-10	02/04/2025		414 Poinsettia RD , Melbourne Beach, FL, 32951	Special type of incident, other	02/04/2025 13:21	02/04/2025 13:21

Location Type is only filled in when it is marked Intersection, Directions, or National Grid on Basic Info 3.



Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 2/13/2025 3:09:50 PM



Personnel Count per Incident for Date Range

Start Date: 01/10/2025 | End Date: 02/04/2025

INCIDENT				NUMBER OF PEOPLE		
NUMBER	DATE	INCIDENT TYPE	FDID	ON APPARATUS	NOT ON APPARATUS	TOTAL
2025-3 ***	1/11/2025 17:45:14	571 - Cover assignment, standby, moveup	19112	4	5	9
** 2025-4	1/14/2025 20:17:24	745 - Alarm system activation, no fire - unintentional	19112	4	18	22
** 2025-5	1/16/2025 08:23:57	320 - Emergency medical service, other	19112	1	3	4
** 2025-6	1/21/2025 20:56:29	445 - Arcing, shorted electrical equipment	19112	7	0	7
2025-7	1/30/2025 13:29:47	900 - Special type of incident, other	19112	1	0	1
** 2025-8 ***	2/1/2025 08:54:18	364 - Surf rescue	19112	7	3	10
** 2025-9	2/2/2025 10:47:04	561 - Unauthorized burning	19112	6	4	10
2025-10	2/4/2025 13:21:18	900 - Special type of incident, other	19112	1	0	1

TOTAL # OF INCIDENTS: 8

AVERAGES:

3.9

4.1

8.0

Total # of incidents
paged out for
volunteer response: 5

** Incidents paged out by dispatch:
(for volunteer response)

5.0

5.6

10.6

Only REVIEWED incidents included

Note: Items highlighted in green are fire prevention activities (Fire Inspections, Presentations, Fire Drills, etc.)

*** Mutual Aid Provided

**** Mutual Aid Received



emergencyreporting.com

Doc Id: 358

Page # 1 of 1



Melbourne Beach Police Department

Chief Zander's Monthly Report

January 2025



This report covers the month of January 2025.

Operations:

Over the past month, the department handled 1154 calls for service.

Activity:

- 52 Citations/ 108 Written Warnings
- 222 Traffic Stops
- 187 Traffic Enforcement Details
- 1 Traffic Complaint
- Speed Compliance percentages over the past month:
 - Atlantic Ave. 77% with 71535 vehicles recorded
 - Oak St. 92% with 76,610 vehicles recorded
 - Riverside Dr. 92% with 56,435 vehicles recorded

PD News

- Attended the FPCA Mid-Winter Conference
- Officer Brown completed Phase II of the FTO program. Moved to Phase III Fully Staffed once she completes training in mid March
- Guest Speaker for the Melbourne Beach Rotary
- Attended Vision Zero Leadership Meeting
- Department Training (Traffic Stops, Active Shooter Training and Firearms Training consisting of state quals as well as movement and shooting with scenerios)
- The Police Department Volunteers completed 112 total hours of volunteer service for the month of January.
 - Helping out with Front Desk Coverage/Admin and with House Checks.
 - Continuing the document Scanning process, getting all of our old paper reports scanned into our computer system. Ongoing.
 - New Coordinater, Peter Mui, Jeff Pigott has stepped down and and has decided to enjoy his retirement! We thank Jeff for helping us get the program up and running! Without him we would not have had the success and growth that we have had with the program.

CRIME Update:.

- Volunteers completed 98 House Checks
- Several Disturbance Calls.
- 19 Suspicious incident/Person/vehicles reports investigated
- 5 arrests
 - 5 Arrests consist of DUI and other Traffic arrests
- 0 STR complaint.
- 1 Domestic Violence investigation.
- Fraud Investigation at Surf Shop Investigation Ongoing
- 1 Suicide Attempt
- 1 Death Investigation Ongoing
- 1 Assist other Law enforcement agencies.

Town of Melbourne Beach

Town Clerk Monthly Report January 2025

Public Records Requests –

- Received –14
- Completed – 10
- Open/Pending – 13 (These requests are pending payment, pending response from requestor, pending response from another department, or large requests that are taking significant time to complete)

Records Management Project/ Scanning Project – The records have been returned to the Town. I have started importing the documents and doing a quick review and noticed some of the records were split into multiple records. I am working with the company to identify which boxes contain any issues and figure out a process to correct the issue. From what I have found, when agenda packets were scanned the document was split because it contained two different document types. For example, agenda packets are a document type and minutes are a separate document type, but when they scanned the agenda packets which contain minutes from prior meetings the document was split up.

Audio Visual Equipment – BIS Digital has identified various issues that they have been able to fix since the equipment was installed. However, there have been ongoing issues with the audio-visual equipment failing, so they have decided to change out some of the equipment and software. They have advised the new equipment and software will make the entire system more stable, so there shouldn't be any more problems.

Meetings – Attended the Brevard County City Clerks Association meeting, and was voted president of the Association.

Training – The Florida Association of City Clerks fall conference was rescheduled for January 6-10, 2025 due to Hurricane Milton. Some of the sessions attended included Ethics for Everyone, Civility in the Workplace, Professionalism: Business Etiquette, Speaking with Confidence, Parliamentary Procedure, and Business Writing.

Town Meetings – Prepared agendas, packets, and minutes, and attended 2 Town Commission meetings and a Charter Review Committee meeting. Created the agenda and prepared for the Environmental Advisory Board, History Center Board, and Parks Board meetings.

Town Commission Meeting

Section: Public Hearings/Special Orders
Meeting Date: February 19, 2025
From: Town Attorney Ryan Knight
RE: Ordinance 2024-05 Chapter 74 Vacation Rentals – Second Reading

Background Information:

The Town Commission directed the Town Attorney to draft proposed changes to the vacation rental ordinance.

On January 15, 2025 the Commission tabled the first reading and made changes to the ordinance.

On January 27, 2025 the Commission voted to approve the first reading of the Ordinance with one revision.

Recommendation:

Approve Ordinance 2024-05 Chapter 74 Vacation Rentals – Second Reading

Attachments:

Ordinance 2024-05 Chapter 74 Vacation Rentals

Business Impact Statement

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, FLORIDA, AMENDING CHAPTER 74, "VACATION RENTALS"; AMENDING REGISTRATION REQUIREMENTS; PROVIDING ADVERTISING REQUIREMENTS FOR VACATION RENTALS; AMENDING PARKING REQUIREMENTS TO LIMIT AMOUNT OF VEHICLES AT VACATION RENTALS AND ADVERTISING REQUIREMENTS; AMENDING MAXIMUM OCCUPANCY CAPACITY AND ADVERTISING REQUIREMENTS; PROVIDING FOR BACKGROUND CHECKS OF OCCUPANTS OVER EIGHTEEN YEARS OLD; PROVIDING FOR NOISE REGULATIONS AND PENALTIES; PROVIDING FOR REGISTRATION SUSPENSION; REMOVING THE EXEMPTION FOR OWNER-OCCUPIED VACATION RENTALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 20, 2020, the Town Commission of the Town of Melbourne Beach adopted Ordinance 2020-02 to provide for the regulation of vacation rentals; and

WHEREAS, the Town Commission has conducted workshops and has directed staff to review parking requirements, maximum occupancy levels, and enforcement provisions related to vacation rentals; and

WHEREAS, after hearing from the citizens of the Town of Melbourne Beach, many of whom are directly impacted by vacation rentals, and after review of Ordinance 2020-02, the Town Commission desires to modify the provisions of Ordinance 2020-02 related to parking requirements, maximum occupancy levels, advertising requirements, background checks, noise requirements, owner-occupied vacation rentals, and to provide for enforcement and penalties related to violations of the Town Code of Ordinances related to vacation rentals; and

WHEREAS, the Town Commission desires to establish and enforce standards for vacation rentals in the Town in a manner which protects the character and quality of life in the Town while not unduly restricting the owner of vacation rentals from use of their property; and

WHEREAS, the Town Commission finds the adoption of this Ordinance to be in the best interest of the health, safety, and welfare of the public by establishing and enforcing standards for vacation rentals that will protect occupants of vacation rentals and protect the character and quality of life in the Town.

NOW THEREFORE, BE IT ENACTED BY THE TOWN OF MELBOURNE BEACH, FLORIDA:

Section 1. The findings set forth in the recitals above are adopted and fully incorporated herein as legislative findings of the Town Commission pertaining to this Ordinance.

Section 2. Chapter 74, "Vacation Rentals," of the Town of Melbourne Beach Code of Ordinances, shall be amended as follows (Note: additions indicated by underscore; deletions indicated by ~~striketrough~~; and text that shall remain unaltered that is not reproduced here is indicated by ellipses (***)):

Section 3. Chapter 74, "Vacation Rentals," is hereby amended to read as follows:

ARTICLE I. GENERAL PROVISIONS

§ 74-1. AUTHORITY, SCOPE, AND PURPOSE.

(A) This chapter is enacted under the home rule authority and power of the Town of Melbourne Beach in the interest of the health, peace, safety and general welfare of the citizens of the Town of Melbourne Beach.

(B) Section 509.013, Florida Statutes, provides a distinction between "transient public lodging establishments," defined as dwelling units which are rented, advertised or held out for rental to guests more than three times in a calendar year for periods of less than 30 days or one calendar month, whichever is less, and "nontransient public lodging establishments," defined as dwelling units which are rented, advertised or held out for rental to guests for periods of at least 30 days or one calendar month, whichever is less.

(C) Section 509.242(1)(c), Florida Statutes, further provides for a subset of transient public lodging establishments, classified as "vacation rental" which is any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project.

(D) It is the intent of this chapter to regulate vacation rental transient public lodging establishments as defined by Florida Statutes, ~~which are located in the 1-RS, 2-RS, 3-RS, 4-RM, 5-RMO, and 8-B zoning districts of the Town of Melbourne Beach,~~ which may permit vacation rentals to operate pursuant to the Town of Melbourne Beach Code of Ordinances, Appendix A, Land Development Code §§ 7A 31-36, as may be amended from time to time.

~~(E) In 2011, the Florida Legislature passed House Bill 883 (Chapter 2011-119, Laws of Florida) amending Florida Statutes, § 509.032(7)(b) to provide that, "[a] local law, ordinance, or regulation may not restrict the use of vacation rentals, prohibit vacation rentals, or regulate vacation rentals based solely on their classification, use, or occupancy. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011."~~

~~(F)~~ (E) In 2014, the Florida Legislature passed Senate Bill 356 (Chapter 2014-71, Laws of Florida) amending Florida Statutes, § 509.032(7)(b) to read, "[a] local law, ordinance, or regulation

may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011."

~~(G) The official statement of legislative intent of Senate Bill 356 as reflected in the House of Representatives' Final Bill Analysis, dated June 19, 2014, states that the "Effect of the Bill" is as follows:~~

~~(1) The bill permits local governments to create regulations that distinguishes vacation rentals from other residential property. In the past, local government regulations have included noise, parking, registration, and signage requirements for vacation rentals.~~

~~(2) The bill does not allow local governments to create regulations that would prohibit vacation rentals or restrict the duration or frequency of vacation rentals. These types of regulation remain preempted to the state.~~

~~(3) The grandfather provision in existing law exempting any local law, ordinance, or regulation adopted on or before June 1, 2011, is maintained. Any local law, ordinance, or regulation passed before that date that prohibits or restricts vacation rentals based on the duration or frequency may continue to be enforced.~~

~~(HF)~~ This chapter does not prohibit vacation rentals, or the duration or frequency of vacation rentals, nor is it the intention of the Town of Melbourne Beach to do so, but rather, this chapter is intended to address life, safety, and compatibility concerns in the interests of the health, peace, safety, and general welfare of the citizens and visitors to the Town of Melbourne Beach.

§ 74-2. FINDINGS OF FACTS.

Based on information presented to the Town Commission Members by residents of Melbourne Beach and managers, owners, and operators of vacation rentals, the practical first-hand experience and observations of Town Commission Members, common sense deductions of Town Commission Members based on long-term experiences in Melbourne Beach and familiarity with the character of the town's residential zoning districts, information learned by Town of Melbourne Beach staff, information from the U.S. Census as well as evidence and testimony presented at public hearings before the Town Commission, and after consideration of the Short- Term Rental Housing Restrictions White Paper, prepared by Robinson & Cole, Attorneys at Law, in 2011, prepared for the National Association of Realtors®, the Town Commission finds:

(A) Residents residing within their residential dwelling units are inherently familiar with the local surroundings, local weather disturbances, local hurricane evacuation plans, and means of egress from their residential dwellings, thereby minimizing potential risks to themselves and their families.

(B) In contrast, transient occupants of vacation rentals, due to their transient nature, are typically not familiar with local surroundings, local weather disturbances, local hurricane evacuation plans, and means of egress from the vacation rentals in which they are staying, thereby

increasing potential risks to themselves and their families, and putting an additional burden on, and potentially putting at risk, emergency personnel in the event of an emergency situation.

(C) Certain vacation rentals ~~may be~~ are presently located ~~operating within the 1 RS, 2 RS, 3 RS, 4 RM, 5 RMO, and 8 B zoning districts of the Town of Melbourne Beach without registering with the Town and are in violation of the Town of Melbourne Beach Code of Ordinances.~~

(D) Vacation rentals, left unregulated, can create negative impacts within residential neighborhoods due to excessive noise, parking and traffic problems, excessive use and impact on public services and public works, extreme size, and/or greater occupancy.

(E) Vacation rentals situated within residential neighborhoods can disturb the quiet nature and atmosphere of the residential neighborhoods and the quiet enjoyment of residents of such neighborhoods.

(F) Vacation rentals located within established residential neighborhoods can create negative compatibility impacts relating to extreme noise levels, late night activities, on-street parking issues, and traffic congestion.

(G) A residential dwelling is typically the single largest investment a family will make with the residents of the residential dwelling desiring the tranquility and peaceful enjoyment of their neighborhood without excessive noise and increased parking issues and traffic congestion caused by transient occupants of vacation rentals.

(H) According to the U.S. Census, (2010), the Town of Melbourne Beach has an average household size of 2.30 persons.

(I) According to the U.S. Census, (2010), the Town of Melbourne Beach has an average household size of owner-occupied units of 2.36 persons.

(J) According to the U.S. Census, (2010) the Town of Melbourne Beach has an average household size of renter-occupied units of 2.02 persons.

(K) Vacation rentals situated in the ~~1 RS, 2 RS, 3 RS, 4 RM, 5 RMO, and 8 B zoning districts~~ Town of Melbourne Beach can and do create a great disparity in occupancy.

(L) The town finds that such rentals increase the demands upon code enforcement, police, fire, and emergency services beyond those created by non- vacation rental residential dwelling units.

(M) Vacation rental use and longer-term residential use and ownership can be generally incompatible, due to rapid turnover associated with short-term vacation residential use and its potentially disruptive effect on the peaceful use and enjoyment of residential areas.

(N) The primary reasonable investment-backed expectation of owners of residential dwelling units in the town is that adjacent and surrounding residential dwelling units will be used as family occupied residential units and not vacation rentals.

(O) Vacation rentals are a use that is more similar to the character of the use of hotels, motels, and timeshares than to that of family-occupied residential units.

(P) The regulation of vacation rentals will contribute to the stability of existing residential neighborhoods.

(Q) The regulation of vacation rentals will protect visitors to the town by assuring that fire and safety inspections are periodically conducted, that they receive necessary information about the dwelling which they have rented, and notifying them of the owner of the dwelling's obligation to provide for their safety and welfare.

(R) The regulation of vacation rentals is necessary in order to protect the public health, safety and welfare of the town, its residents and its visitors.

§ 74-3. DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BEDROOM. Any room in a vacation rental which has a bed or other place for sleeping and a separate closet that is an integral part of the permanent construction within the bedroom or an ensuite bathroom, and complies with the Florida Fire Code and Florida Life Safety Code as a bedroom, but shall not include a bathroom, a kitchen, a dining room, or any main living area. If a room has been added, altered, or converted without any required building permit having been granted, such room shall not be deemed a bedroom. If a previously approved bedroom exists as of the effective date of this chapter and does not have a separate closet that is an integral part of the permanent construction of the structure, but rather utilizes an armoire or other furniture piece for clothing storage, the requirement for a closet to qualify as a bedroom is waived.

DWELLING UNIT or LIVING UNIT. One (1) or more rooms with private bath and kitchen facilities comprising an independent self-contained dwelling unit.

FAMILY. Shall be defined as provided in § 1A-3, Appendix A, Land Development Code.

LIVING AREA. The minimum floor area of a residential dwelling as measured by its outside dimensions exclusive of carports, porches, sheds and attached garages. As used in this chapter, the total living area shall be computed as follows: the exterior dimensions of all enclosed spaces within the framework of the dwelling unit (length and width) multiplied and totaled, as follows:

- (1) Any room or area accessible from any other room or area within the framework shall constitute living area.

- (2) A room or area must be totally enclosed by walls and covered by roofing.
- (3) A room or area must be protected from the elements.
- (4) A utility room within the framework of the residential dwelling and accessible within the main living area constitutes living area.

OCCUPANT. Any person who occupies a vacation rental overnight.

~~**OWNER-OCCUPIED.** The vacation rental is then occupied by person(s), at the vacation rental owner's consent, who do not pay rent for the occupancy of the vacation rental, when such persons are members of the family of the vacation rental owner.~~

PEER-TO-PEER PLATFORM/ENTITY. Any person, service, business, company, marketplace, or other entity that, for a fee or other consideration, provides property owners and responsible parties a platform or means to offer vacation rentals to transient occupant whether through the internet or other means.

RESPONSIBLE PARTY. The owner, or the person designated by the owner of a vacation rental to be called upon to answer for the maintenance of the vacation rental and the conduct and acts of the occupants of the vacation rental.

TOWN CODE. The Town of Melbourne Beach Code of Ordinances and Land Development Code, Appendix "A" to the Code of Ordinances, including, but not limited to, the Zoning Code of the Town of Melbourne Beach, Florida, the Comprehensive Plan, the Future Land Use Map, and any items incorporated by reference.

TRANSIENT PUBLIC LODGING ESTABLISHMENTS. Any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or one calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

VACATION RENTAL. Collectively a vacation rental as defined under Florida Statutes, and any transient public lodging establishment, which is operated in a dwelling unit or living unit as defined under § 1A-3, Appendix A, Land Development Code in the ~~1-RS, 2-RS, 3-RS, 4-RM, 5-RMO, and 8-B zoning districts of the~~ Town of Melbourne Beach.

VACATION RENTAL OWNER. The fee simple owner of the Vacation rental property, whether an individual, partnership, corporation, limited liability company, trust, or other entity. In the event the vacation rental owner is not an individual, the vacation rental owner shall designate a responsible natural person to perform the functions and duties of a vacation rental owner as provided in this chapter. The duties and functions of a vacation rental owner may, at the option of the vacation rental owner, be performed by an agent of the vacation rental owner, so long as the vacation rental owner notifies the town in writing, on a form provided by the town, of the identity

and contact information of such agent, and the specific duties that the agent will be performing for the vacation rental owner. The vacation rental owner may change the designation of agent at any time through the filing of a new form and the payment of an administrative fee in an amount as set by the Town Commission. The vacation rental owner shall be held responsible for all actions of such designated agent with respect to the applicable vacation rental.

§ 74-4. ENFORCEMENT.

Violations of this chapter shall be enforced as code violations in accordance with the provisions of Florida Statutes, Chapter 162, and §§ 11-15 through 11-22 of the Town of Melbourne Beach Code of Ordinances.

§ 74-5. APPEALS.

Any decision of the Town Manager or his or her authorized designee relating to implementation of this chapter shall be rendered in writing in appealable form, and reviewed by the Town Attorney if a notice by the vacation rental owner or agent is filed with the Town Clerk within ten days after the action to be reviewed. The Town Clerk or designee shall place the matter on the agenda of the next available meeting of the Town Commission, but no later than 35 days after the notice by the vacation rental owner or agent is filed, at which the matter will be reviewed. The decision of the Town Commission shall be final and shall be rendered in writing in appealable form. Such final decision may be reviewed as permitted under Florida law.

§ 74-6. CONSTRUCTION OF CHAPTER.

This chapter shall be liberally construed to accomplish its purpose of regulating vacation rentals, protecting the residential character of the ~~1 RS, 2 RS, 3 RS, 4 RM, 5 RMO, and 8 B zoning districts~~ of the Town of Melbourne Beach, the health, safety, and general welfare of its residents and visitors, and the quiet enjoyment by Melbourne Beach residents of their residential property located ~~in the 1 RS, 2 RS, 3 RS, 4 RM, 5 RMO, and 8 B zoning districts~~ within the Town of Melbourne Beach.

§§ 74-7. – 74-14. RESERVED.

ARTICLE II. VACATION RENTAL REGISTRATION

§ 74-15. REGISTRATION REQUIRED.

~~As of August 1, 2020, a~~ A vacation rental registration shall be required to operate a vacation rental within the Town of Melbourne Beach ~~in the 1 RS, 2 RS, 3 RS, 4 RM, 5 RMO, and 8 B zoning districts~~, utilizing forms promulgated by the town, electronically or in hard copy. ~~The town may extend the date that such registration is required by notice on the town's website should the~~

~~town not publish forms and fees for registration by July 1, 2020.~~ Prior to the issuance of a vacation rental registration certificate, the responsible party has the affirmative duty to ensure that the residential dwelling unit and property in or on which the vacation rental is or will be located, is in full compliance with the appropriate portions of Town of Melbourne Beach Code of Ordinances, the Florida Building Code, the Florida Administrative Code, and the Florida Fire Prevention Codes. A separate vacation rental registration shall be required for each separate residential dwelling unit constituting a vacation rental. ~~The operation of a vacation rental without registration after the date registration is required shall be a violation of this chapter, except in the instance of providing accommodations to fulfill a pre-existing contract.~~

§ 74-16. VACATION RENTAL REGISTRATION.

(A) A vacation rental owner, agent, or responsible party, as applicable, registering a vacation rental with the town shall submit to the town a completed registration form, utilizing a form promulgated by the town, together with all applicable registration and inspection fees in the amount set by resolution of the Town Commission.

(B) A registration application shall include the following:

(1) Full address of the vacation rental property being registered, along with proof of ownership;

(2) Name, physical address, phone number, and e-mail, of the vacation rental owner;

(3) Name, physical address, e-mail, and emergency contact phone number of responsible party for the vacation rental, which shall be a 24-hour, seven days a week contact number;

(4) The vacation rental's current and active license number as a transient public lodging establishment issued by the Florida Department of Business and Professional Regulation (DBPR), if the registrant has such license;

(5) A copy of the vacation rental's current and active certificate of registration with the Florida Department of Revenue and Brevard County for sales and tourist development tax collection, respectively, if the registrant has such certificates or accounts; unless a peer-to-peer platform entity through which the vacation rental is booked will be remitting all such taxes associated with the vacation rental on the responsible party's behalf;

(6) Business tax receipt from the Town of Melbourne Beach, if applicable, in accordance with Chapter 65, Town of Melbourne Beach Code of Ordinances;

(7) Statement attesting to the number of bedrooms and paved off-street parking spaces available on the property demonstrating compliance with § 7A-50, Land

Development Code regarding off-street parking and affirming that, "parking serving the vacation rental shall be in compliance with all town parking requirements;"

(8) Exterior site sketch. An exterior sketch of the vacation rental facility shall be provided. The sketch shall show and identify all structures, pools, spas, hot tubs, fencing, and uses, including areas provided for off-street parking. For purposes of the sketch, off-street parking spaces shall be delineated so as to enable a fixed count of the number of spaces provided. At the option of the vacation rental owner, such sketch may be hand drawn and need not be professionally prepared, but must be scaled, must show dimensions, and must show scale;

(9) Interior building sketch by floor. A building sketch by floor shall be provided, showing a floor layout identifying all bedrooms, other rooms, exits, hallways, stairways, and safety equipment as applicable. At The option of the vacation rental owner, such sketch may be hand drawn, and need not be professionally prepared, but must be scaled, must show dimensions, and must show scale;

(10) Acknowledgment signed by the vacation rental owner, agent, or designated responsible party, understanding and agreeing to initial and ongoing compliance with this chapter and all other applicable local, state, and federal laws, regulations, and standards; and

~~(11) The landline telephone number on the main level and in the common area at the vacation rental with the ability to call 911 as required by §§ 74-35 through 74-39. The street address shall be posted in conspicuous and prominent locations throughout the property including the pool area, the kitchen, and the bathroom(s).~~

(C) If a registration form is incomplete, the registrant will be notified of the deficiency, and be allowed 15 days to provide any missing information.

(D) The operation of a vacation rental without registration after the date registration is required shall be a violation of this article and is considered irreparable. The advertising or advertisement of an unregistered vacation rental is direct evidence of offering a property for rent as a vacation rental in violation of § 74-15 and the advertising or advertisement is admissible in any enforcement proceeding. The advertising or advertisement evidence raises a rebuttable presumption that the residential property named in the notice of violation or any other report or as identified in the advertising or advertisement was used in violation of § 74-15. Every day of such operation, advertising, or advertisement without registration shall constitute a separate violation.

(E) Any vacation rental being advertised or promoted shall include the approved registration number issued by the town. The advertisement or promotion of a vacation rental without the approved registration number issued by the town shall constitute prima facie evidence of a violation of this article.

§ 74-17. MODIFICATION/CHANGE OF OWNERSHIP OF VACATION RENTAL REGISTRATION.

(A) An amendment of a vacation rental registration application and affidavit of compliance shall be required, with payment of the appropriate fee set by resolution, in the event that any of the following changes to the vacation rental are proposed:

- (1) An increase in the number of bedrooms in the vacation rental.
- (2) An increase or decrease in the number of parking spaces or a change in the location of parking spaces for the vacation rental.
- (3) A change in the designated responsible party,

(B) A change of ownership shall require a new application and all required documents including appropriate fees set by resolution.

§ 74-18. DURATION OF VACATION RENTAL ~~REGISTRATION~~ CERTIFICATION.

A vacation rental ~~registration~~ certification shall be valid for one year after the date of registration.

§ 74-19. RENEWAL OF VACATION RENTAL ~~REGISTRATION~~ CERTIFICATION.

A vacation rental owner must renew its ~~registration~~ certification annually prior to the expiration date of the previous vacation rental ~~registration~~ certification. At the time of said renewal, the vacation rental shall be subject to an annual inspection and applicable renewal fees shall apply.

§ 74-20. INSPECTION OF VACATION RENTALS.

(A) Inspection of a vacation rental to verify compliance with the Florida Building Code and the Florida Fire and Life Safety Codes, which governed at the time of completion of the construction of the subject residential dwelling unit, shall be required subsequent to the initial registration of the vacation rental and annually after each renewal. If instances of noncompliance are found, all such instances of noncompliance shall be handled as other violations of the Florida Building Code and Florida Fire and Life Safety Codes are otherwise handled in the town. Enforcement of violations of the Florida Building Code and Florida Fire and Life Safety Codes by the town shall not affect rental contracts that preexist the effective date of this chapter unless such violations present a heightened threat the public, health, safety, and welfare of the occupants of a vacation rental. This inspection fee shall be set by Resolution of the Town Commission.

(B) Annual inspections to verify compliance with the Florida Building Code and the Florida Fire and Life Safety Codes, and the posting of notice requirements required herein shall be made by the town or designated contractor through appointment with the vacation rental owner, agent, or responsible party, as applicable. The annual inspection fee shall be set by Resolution of the Town Commission. If a Town Inspector or designated contractor has made an appointment with vacation rental owner or agent, as applicable, for an inspection, and the Town Inspector or designated contractor is unable to complete the inspection as a result of an action or inaction of

the vacation rental owner, agent, responsible party, or an occupant of the vacation rental, the vacation rental owner shall be charged a "re-inspection" fee in an amount set by resolution of the Town Commission to cover the inspection expense incurred. The re-inspection fee shall be paid prior to scheduling the re-inspection. In addition, failure of a vacation rental owner agent, or responsible party, as applicable, to make the vacation rental available for an inspection within 20 days after notification by the town in writing that the town is ready to conduct an annual inspection, shall be a violation of this chapter punishable by a fine as set by resolution by the Town Commission. Such violation shall continue until the inspection is accomplished. Each day that such violation continues shall be a separate violation. Such violation may be enforced in accordance with § 74-4, Town of Melbourne Beach Code of Ordinances.

§ 74-21. SALE OF VACATION RENTAL PROPERTY.

When the ownership of the vacation rental is sold or otherwise transferred, the new owner shall file a new registration with the town within 30 days from the date of the sale or transfer. Failing such application for registration, any Certificate of Compliance as to that Vacation Rental Property shall be null and void on the thirty-first day after such sale or transfer.

§ 74-22. VESTED RIGHTS/WAIVER/ESTOPPEL.

A vacation rental registration shall not be construed to establish any vested rights or entitle the registered vacation rental to any rights under the theory of estoppel. A vacation rental registration shall not be construed as a waiver of any other requirements contained within the Town of Melbourne Beach Code of Ordinances and is not an approval of any other Town Code requirement outside this chapter. The registration of a vacation rental is not an approval of a use or activity that would otherwise be illegal under Florida law, the Florida Building Code, the Florida Fire Code or Life Safety Code, the Town of Melbourne Beach Zoning Map, or in violation of the Town of Melbourne Beach Code of Ordinances.

§ 74-23. FALSE INFORMATION.

It shall be unlawful for any person to give any false or misleading information in connection with any application for registration, modification, or renewal of a vacation rental as required by this chapter. Vacation rental applications shall be sworn to under penalty of perjury. Any false statements made in an application shall be a basis for the revocation of any license issued pursuant to such application. In addition, such violations shall be enforced as provided in § 74-4, Town of Melbourne Beach Code of Ordinances.

§ 74-24. EFFECTIVE DATE FOR EXISTING REGISTERED VACATION RENTALS.

The provisions of § 74-15 through § 74-23 will not become effective for existing registered vacation rental properties that have a current and valid approved vacation rental certificate until March 1, 2025. ~~If the registration forms to implement the required registration provisions of this~~

~~chapter are not available on July 1, 2020, the town may extend the requirement to register vacation rental properties by notice on the town's website.~~

§ 74-25. DUTIES OF VACATION RENTAL OWNER OR RESPONSIBLE PARTY.

(A) Every vacation rental owner or responsible party, as applicable, shall be available by phone at the listed phone number 24-hours a day, seven days a week to respond to police, fire, or other emergency personnel requests. Otherwise, response to attempted contact by the town's vacation rental regulatory personnel shall be required only Monday through Friday, except holidays, from 9 a.m. to 5 p.m. Failure of the vacation rental owner or responsible party, as applicable, to fulfill this duty, shall constitute a violation of this chapter which shall be punished by fine in accordance with § 74-4, Town of Melbourne Beach Code of Ordinances.

(B) Responsible party. All vacation rental units, if not managed by the vacation rental owner, shall have a designated responsible party.

(1) The responsible party shall be available 24 hours per day, seven days a week, for the purpose of promptly responding to complaints regarding conduct or behavior of vacation rental occupants or alleged violations of these regulations. The responsible party must have authority to immediately address and take affirmative action, within one hour of notice from the town, on violations concerning life-safety, noise, and parking violations. A record shall be kept by the town of the complaint and the responsible party's response, as applicable.

(2) A vacation rental owner may change his or her designation of a responsible party temporarily, up to 30 cumulative days during any consecutive 12-month period, or permanently; however, there shall only be one designated responsible party for each vacation rental property at any given time. To change the designated agent or responsible party, the vacation rental owner shall notify the town in writing including all information required by § 74-16(B)(3) Town of Melbourne Beach Code of Ordinances, along with a signed affidavit from the new responsible party acknowledging and agreeing to serve in this capacity and perform the duties of this chapter. Any notice of violation or legal process which has been delivered or served upon the previous responsible party, prior to the town's receipt of notice of change of the responsible party, shall be deemed effective service.

(3) It shall be the sole responsibility of the vacation rental owner to appoint a reliable responsible party and to inform the town of his or her correct mailing address, telephone number, and email address. Failure to do so shall not be a defense to a violation of this section. Service of notice on the responsible party shall be deemed service of notice on the vacation rental owner, occupant, or violator.

(C) (1) A vacation rental owner or responsible party is responsible for ensuring sexual offenders/predators as defined in Florida Statutes § 775.21, § 943.0435, § 944.607, or § 985.4815 register at the Brevard County Sheriff's office and the Town of Melbourne Beach Police Department following the process set forth in § 775.21, 48 hours prior to arrival at a vacation rental, regardless of the length of stay.

(2) A vacation rental owner and/or responsible party shall comply with Florida Law, § 775.215, as amended from time to time, and § 73-53 of the Town of Melbourne Beach Code of Ordinances pertaining to the distance separation of homes with a sexual offender/predator residing within the vacation rental and any business, school, child care facility, park, playground, or other places where children regularly congregate.

(3) Failure to comply with this section shall constitute a violation of this chapter and shall result in the revocation of the business tax receipt, if applicable, and vacation rental registration for the vacation rental and other enforcement provisions outlined in § 74-4, Town of Melbourne Beach Code of Ordinances.

(D) The vacation rental owner or responsible party shall inquire prior to check-in if any guest of at the vacation rental is a sexual offender/predator as defined in § 775.21, § 943.0435, § 944.607, or § 985.4815. If any guest of a vacation rental is a sexual offender/predator as defined in § 775.21, § 943.0435, § 944.607, or § 985.4815, the operator shall immediately notify the Melbourne Beach Police Department. A vacation rental owner and/or responsible party shall obtain a sexual predator background check for each vacation rental occupant who is 18 years of age or older at least forty-eight (48) hours prior to check-in, a copy of the photo identification of each vacation rental occupant who is 18 years of age or older prior to check-in, and shall maintain those records for a period of six (6) months from the date of check-in and make such records available to the town upon request.

(E) The owner or responsible party shall provide the town, and post in a conspicuous place in the living area of the vacation rental, the name, address, and day/evening telephone numbers of the responsible party who shall be available 24 hours per day, seven days a week for the purpose of promptly responding to complaints regarding conduct or behavior of vacation rental occupants or alleged violations of these regulations. Any change in the responsible party shall require written notification to the town on forms provided by the town and in a manner promulgated by the town upon payment of the applicable fees.

(F) Complaints made to the responsible party concerning violations of this chapter by occupants of vacation rental shall be responded to within a reasonable time but in no instance greater than three hours. A record of the complaint and of the responsible party's response shall be maintained in the file for the registration of the vacation rental and shall be available for inspection of the public during business hours of the town in accordance with Florida's public record law.

(G) It shall be the sole responsibility of the vacation rental owner to appoint a reliable responsible party and to inform the responsible party of his or her correct contact information. Failure to do so shall not be a defense to the town's claim of delivery of notice of a violation of this chapter to the responsible party. No vacation rental owner shall designate as a responsible party any person who does not expressly comply with the provisions of this section. The vacation rental owner or the responsible party shall be deemed to be the "violation" of this chapter as the term is used in Florida Statutes § 162.06. Service of notice on the responsible party shall be deemed service of notice on the vacation rental owner, occupant, or violator.

§§ 74-26. – 74-34. RESERVED.

ARTICLE III. STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

§ 74-35. GENERALLY.

The standards and requirements set forth in this Article shall apply to the rental, use, and occupancy of vacation rentals in the Town of Melbourne Beach.

§ 74-36. MINIMUM LIFE/SAFETY AND OPERATIONAL REQUIREMENTS.

Vacation rentals in the Town of Melbourne Beach shall meet all applicable standards under the Florida Statutes, the Florida Building Code, the Florida Administrative Code, the Florida Swimming Pool Safety Act, and the Florida Fire Code and Life Safety Code. Each vacation rental shall also have the following:

~~(A) At least one landline telephone on the main level and in a common living area with the ability to call 911. The landline telephone number shall be registered at all times with Brevard County Emergency Management for the purpose of receiving emergency alerts for items including, but not limited to, mandatory evacuations for hurricanes and requests to limit utility usage. Additionally, the landline telephone number shall be registered at all times with the City of Melbourne, the water provider within the Town of Melbourne Beach, for the purposes of receiving boil water alerts and rescinding alerts.~~

~~(BA)~~ A swimming pool, spa, or hot tub shall comply with the current standards of Florida Statutes, Chapter 515, Residential Swimming Pool Safety Act.

~~(CB)~~ Smoke and carbon monoxide (CO) detection and notification system. There shall be a smoke and carbon monoxide detection system, installed and maintained in compliance with the requirements of Florida Building Code Residential, Sections R314 Smoke Alarms R315 Carbon Monoxide Alarms. Smoke and carbon monoxide detection systems shall have both audio and visual warning function capabilities.

~~(DC)~~ Fire extinguisher. On each floor and area where there is an outdoor fire feature, there shall be available a portable, multi-purpose dry chemical 2A: 1 0B:C fire extinguisher, which shall be installed and maintained in compliance with NFPA 10.

~~(ED)~~ Battery powered emergency lighting. Battery powered emergency lighting, which illuminates automatically for at least one hour when electricity is interrupted, is required at each building exit.

§ 74-37. MAXIMUM OCCUPANCY BASED ON SITE CAPACITY/LIMITATIONS/GRANDFATHERING.

(A) The maximum occupancy of a vacation rental shall be stated in the vacation rental registration form and shall be limited to the lesser of: two occupants per bedroom plus two occupants in one common living area, with a maximum capacity of 12 persons in any vacation rental.

(1) Two (2) occupants per bedroom.

(2) A total of ten (10) occupants per vacation rental.

(B) The maximum occupancy restriction as set forth above shall not apply when the property serves as the primary residence of, and is occupied by, the vacation rental owner and the property is not rented while occupied by the vacation rental owner.

(C) Notwithstanding the above, residential dwelling unit that is being used as a vacation rental on the effective date of this chapter, may apply for grandfathered status, which, if granted, allows operation of the grandfathered vacation rental at a capped occupancy rate higher than ~~12~~ 10 occupants for a period not to exceed ~~ten~~ one year. Vacation rentals that have an occupancy of ~~12~~ 10 occupants or less do not require grandfathering to maintain that occupancy.

(1) A grandfathered vacation rental shall have its maximum occupancy based upon two persons per bedroom and two additional persons per one common living area being utilized for the occupants of the vacation rental at the time of application for grandfathered status. A change in the number of bedrooms at the vacation rental shall cause such vacation rental to lose its grandfathered status.

(2) The vacation rental owner, agent, or responsible party, as applicable, ("grandfathering applicant"), shall complete a grandfathering application as prescribed by the town, which shall be submitted under oath and upon penalty of perjury and shall provide verifiable written proof of the number of bedrooms and living areas as herein defined in the vacation rental.

(3) The grandfathering application and supporting proof shall be submitted to the town for review by town staff which shall make a written determination as to the maximum occupancy of the grandfathered vacation rental.

(4) If the town staff denies the requested occupancy level, the Town of Melbourne Beach shall notify the grandfathering applicant of the denial and shall provide the maximum approved occupancy level for the vacation rental in writing. Within 20 days after the service of the written notice, the grandfathering applicant may appeal the denial of the grandfathering application to the Town Commission by filing a written appeal with the Town Clerk. At the hearing on said appeal, the grandfathering applicant may present evidence supporting the requested occupancy. A final determination of occupancy by the Town Commission after the hearing of said appeal shall be final. Such final determination

may be reviewed as permitted under Florida law. If no written appeal is filed within the 20-day period stated herein, the occupancy determined by the town staff shall be final.

(5) An application for grandfathered status shall be submitted, no later than the time of initial registration of the vacation rental, along with fees established by the Town Commission by resolution. If the ~~town~~ Town Manager extends the date that registration is required, the deadline for the submission of grandfathering applications shall also be extended to the same extended date. If a vacation rental has been registered, but a final determination as to the occupancy level based upon grandfathering has not yet been made, such vacation rental may allow occupancy up to the occupancy requested in the grandfathering application until such time as a final determination as to occupancy has been made.

(6) If it is reasonably determined by the town staff that any information supplied to the Town of Melbourne Beach in support of a grandfathering application was intentionally false or fraudulent, such action shall be deemed to be a violation of this chapter and may be enforced in accordance with § 74-4, Town of Melbourne Beach Code of Ordinances.

~~(7) If a vacation rental registration remains expired period in excess of 13 months, any grandfathering determination shall be deemed abandoned and shall no longer be applicable to the previously registered vacation rental.~~

(D) All marketing and/or advertising for vacation rentals must contain information concerning the occupancy limit of the vacation rental. Advertising for more than the allowable occupancy or failure to include such occupancy limits is prima facie evidence of a violation of this section.

§ 74-38. PARKING, SOLID WASTE DISPOSAL, LEGAL COMPLIANCE, EVACUATIONS, MISCELLANEOUS PROVISIONS.

(A) All vehicles associated with the vacation rental, including visitors not residing at the vacation rental, must be parked in compliance with §§ 30-41 through 30-48 of the Town of Melbourne Beach Code of Ordinances. All vehicles utilized by the occupants of the vacation rental must be parked within a driveway located on the subject property. There shall be no sidewalk, on street, right-of-way, or grass parking. The maximum collective number of automobiles, trucks, boats, motorcycles, and trailers shall be limited to a total of four (4) at any vacation rental. Violations of this section may be punished through town parking citations in accordance with section 30-44 of this code or ordinances, and vehicles parked in violation of the approved parking plan or which otherwise interfere with convenient vehicle access to and through the neighborhood are subject to being towed at the vehicle owner's expense.

(B) Parking of trailers, boats, and recreational vehicles at vacation rentals shall be in accordance with § 7A-57, Appendix "A," Land Development Code.

(C) Solid waste disposal (household garbage, recycling, and yard trash) at vacation rentals shall be in compliance with the solid waste franchise agreement adopted by the town.

(D) Vacation rental occupants are required to comply with all local, state, and federal laws at all times, including those related to illegal activities, local nuisance ordinances, and emergency management.

(E) Vacation rental occupants are required to participate in all mandatory evacuations due to hurricanes, tropical storms, or other threats to resident safety, as required by state and local laws.

(F) A vacation rental shall not be eligible for a special event permit under Chapter 52, Town of Melbourne Beach Code of Ordinances.

(G) No temporary storage containers may be stored on the vacation rental premises. The term "temporary storage container" shall mean any container, structure, box, cylinder, or crate made of any material not permanently affixed to real property, that is enclosed or capable of being enclosed on all sides, top and bottom, that is stored, placed, located or put on any real property within the town for the purpose of storing personal property, construction material, trash, refuse, garbage, debris, or other material or matter. Provided, however, with prior authorization from the Building Department a temporary storage container may be authorized during valid construction permit activity for this location.

(H) Except for dwelling and living unit structures that constitute nonconforming structures pursuant to § 7A-83, Appendix A, Land Development Code, no accessory structure, vehicle, recreational vehicle, trailer, camper, or similar apparatus shall be utilized, rented, or registered as a Vacation Rental.

(I) All marketing and/or advertising for vacation rentals must contain the maximum parking available on the property. Advertising for more than the allowable parking or failure to include such parking limits is prima facie evidence of a violation of this section.

§ 74.39. NOISE REGULATIONS; EXCEPTIONS.

No occupant or visitor of a vacation rental at any time shall create, or cause to be created any noise or sound which is clearly audible within any other residence when the residence in which the noise or sound is clearly audible has its windows and doors closed. This shall not include cries for emergency assistance or warning calls, properly functioning HVAC systems, pool pumps, lawn mowers, leaf blowers, or fire alarms or burglar alarms prior to the giving of notice and a reasonable opportunity for the owner or tenant in possession of the vacation rental served by any such alarm to turn off the alarm. The provisions of this section are in addition to other noise regulations generally applicable in the town.

§ 74.40. NOISE REGULATIONS; PENALTIES.

(a) Noise violations may be enforced utilizing any legal means, including, but not limited to, citations issued by code officers, police officers, or any other person designated by

the Town Manager, actions before the special magistrate, or injunctive relief. Citations issued to renters shall be in amounts as set by resolution of the Town Commission.

- (b) If there are three (3) noise violations with citations (whether such violations are paid, or if they are challenged and the special magistrate upholds such citation), issued over a rolling period of twelve (12) months, the special magistrate, at the request of the town, may deem the property a “noise nuisance property” to be effective for a period of twelve (12) months from the later of the special magistrate order deeming the property a “noise nuisance property” or any citation for a noise violation as to such property, and may impose one (1) or more of the following orders:

(1) Require that whenever in the twelve (12) months following the special magistrate order there is a change of occupancy of the property (i.e., new people staying in and/or renting the noise nuisance property) the property owner or responsible party must provide proof to the town that the property owner or responsible party has visited the property during the first day of the stay of the new tenants and delivered a copy of the town’s noise ordinances to the new occupants of the property and explained the seriousness of the violations of such ordinances and the fines and penalties which are applicable. Failure to provide said notice shall constitute operating without registration and the vacation rental owner shall be subject to the applicable fine for operating without a registration.

(2) Require that the owner of the noise nuisance property shall be required to impose for all future rentals of the noise nuisance property over the next twelve (12) months, an additional deposit in an amount no less than five hundred dollars (\$500.00), with the condition of the deposit being that it will be forfeited to the town if the renter or any occupant of the noise nuisance property receives a noise violation during the term of the rental agreement. All such renters and occupants shall be warned, by the property owner or responsible party, of such additional deposit and what would cause the forfeiture of such deposit prior to execution of the rental agreement. A prominent notice of the conditions of such deposit and the potential forfeiture of such deposit shall be posted in each and every noise nuisance property. Failure to require the additional deposit shall constitute a violation of town regulations and the property owner shall be subject to a penalty in the amount charged for operating without registration. Proof of the additional deposit must be provided to the town by the property owner or responsible party for each and every rental of the property as long as the property is designated a noise nuisance property.

§ 74-39 ~~41~~. REQUIRED POSTING OF LOCAL INFORMATION IN A VACATION RENTAL AND IN AGREEMENT.

(A) In each vacation rental, there shall be posted, in a prominent location on the inside of the vacation rental, the following written information:

(1) The official street address ~~and landline telephone phone number~~ of the vacation rental.

(2) The name, address, and phone number of the vacation rental owner or responsible party as applicable.

(3) The maximum occupancy of the vacation rental.

(4) A copy of a document to be supplied by the town which includes excerpts from Town of Melbourne Beach Code of Ordinances of general application relevant to vacation rentals, including, but not limited to, solid waste and recycling pick-up regulations and days/times, regulations related to sea turtles and sea turtle lighting, parking, and noise regulations. Said document shall also be included as an addendum to each vacation rental agreement. The town will make available to vacation rental owners and agents a copy of such document in digital format upon request and the town will post such document on its website.

(5) The maximum number of vehicles that will be allowed to park at the vacation rental, along with a sketch of the location of the paved off-street parking and a notice that visitors to the vacation rental, must comply with §§ 30-41 through 30-48, Town of Melbourne Beach Code of Ordinances.

(6) Phone number and address of Holmes Regional Medical Center Melbourne and Health First Viera Hospital and directions from the vacation rental to the hospital.

(7) Emergency and nonemergency phone numbers for Melbourne Beach Police and Fire Departments.

(8) Emergency evacuation instructions.

(9) Rip currents are prevalent in the Atlantic Ocean here in Brevard County. Information from the National Weather Service, available via from <http://weather.gov/mlb> shall be provided to occupants on the dangers of rip currents that occur in the Atlantic Ocean shall be prominently displayed.

(10) Notice of the need for respect for the peace and quiet of neighborhood residents in compliance with Chapter 48, Town of Melbourne Beach Code of Ordinances. A statement shall specifically provide that occupants shall be prohibited from making excessive or boisterous noise in or about any residential dwelling unit at all times.

(11) In addition, there shall be posted, next to the interior door of each bedroom, and the exterior doors exiting the vacation rental a legible copy of a building evacuation map - minimum eight and one-half inches by 11 inches.

(12) A vacation rental agreement must include a list of occupant names and a record of the license plate numbers of vehicles used by occupants during any rental term

or such information shall be provided in writing to the vacation rental owner prior to, or at the time of, the commencement of the rental term. This information shall be maintained by a vacation rental owner for no less than ~~one year~~ six (6) months from the commencement of the rental term.

§ 74-412. REGISTRATION SUSPENSION

The code enforcement magistrate or court may, in addition to assessing code enforcement fines and orders requiring compliance, as provided for in Chapter 11, Article II of the town's code of ordinances and state law, as may be amended, may order that the vacation rental owner's registration, and accompanying authorization to operate, may be suspended for the following reasons and for up to the corresponding suspension periods:

- (a) Knowingly submitting false information in support of a registration application as prohibited by section 74-23 for a period of up to one (1) year.
- (b) Three orders finding a violation of any provision of this article within a six-month period, where the orders finding violation have become final through any timely appeal, for a period of up to six (6) months.
- (c) Allowing a vacation rental to be rented by, and actually used by occupants, during a period of suspension, for a period of up to one (1) year.

§§ 74-403. – 74-49. RESERVED.

ARTICLE IV. EXEMPTIONS

§ 74-50. EXEMPTION FOR PRE- EXISTING RENTAL AGREEMENTS.

(A) Notwithstanding any other provision of this chapter, rental agreements with prospective occupants for vacations rentals that were pre-existing as of the effective date of this chapter (hereinafter "Pre-existing Agreements") are exempt from the provisions of this chapter, provided that the rental agreements with prospective occupants for vacation rentals are made under a current valid approved vacation rental certificate and the rental occurs prior to expiration of the current valid approved vacation rental certificate.

(B) If a vacation rental owner is cited for a violation of noncompliance with this chapter, when the vacation rental is occupied under the terms of a pre-existing agreement, the vacation rental owner may defend such violation based on the fact that the vacation rental was exempt from this chapter due to it being occupied pursuant to a pre-existing agreement. Such defense shall be determined based upon the following information, and upon any additional information supplied by the vacation rental owner:

- (1) Copy of deposit or payment information evidencing a pre-existing agreement;

(2) Copy of e-mail or other communication evidencing a binding pre-existing agreement;

(3) Information from the occupant confirming that there was a binding preexisting agreement; or

(4) Written vacation rental agreement dated prior to April 15, 2020.

(C) Any person who supplies false or fraudulent information supporting a pre-existing agreement shall be in violation of this chapter and shall be subject to enforcement in accordance with § 74-4, Town of Melbourne Beach Code of Ordinances.

(D) Determination of exemption of a pre-existing agreement for a vacation rental from the requirements of this chapter under this section shall not exempt the occupants of the vacation rental from compliance with all other Town of Melbourne Beach Code of Ordinances requirements, including those related to noise, parking, nuisances.

~~§ 74-51. EXEMPTION FOR OWNER OCCUPIED VACATION RENTALS.~~

~~The provisions of this chapter shall not apply to owner occupied vacation rentals or property which qualifies as homestead under the Florida Constitution and Florida law. Any person desiring to qualify for the exemption herein shall file an affidavit in substantially the following form:~~

~~—"Affidavit of Exemption"~~

~~—State of _____~~

~~—County _____~~

~~—Before me the undersigned authority personally appeared (hereinafter the "Owner") who upon oath deposes and states:~~

~~1. I am over the age of 18 and competent to make this Affidavit.~~

~~—2. I own the following real property in the Town of Melbourne Beach, Brevard County, State of Florida:~~

~~—(Legal description and Street Address)~~

~~—3. Check one or both as applicable:~~

~~—() I currently occupy the property described in Paragraph 2 above and have resided on this property continuously and uninterruptedly from (date) to the date of this Affidavit.~~

~~—Or~~

~~— () I have applied for and received the homestead tax exemption as to the above described property, that is the tax identification parcel number of this property, and that the undersigned has resided on this property continuously and uninterruptedly from (date) to the date of this Affidavit.~~

~~— 4. The purpose of this Affidavit is to qualify for exemption from the Chapter 74 of the Town of Melbourne Beach Code of Ordinances regulating Vacation Rentals.~~

~~— Sworn to (or affirmed) and subscribed before me by means of or online notarization, this day of (year) by "Notary".~~

Section 4. Codification. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the Town of Melbourne Beach, as additions or amendments thereto.

Section 5. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

Section 6. Conflicting Ordinances. All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

Section 7. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2024, by the Town Commission of the Town of Melbourne Beach, Florida.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

TOWN OF MELBOURNE BEACH, FLORIDA

By: _____
ALISON DENNINGTON, Mayor

ATTEST:

(TOWN SEAL)

Amber Brown, Town Clerk



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town of Melbourne Beach website by the time notice of the proposed ordinance is published.

ORDINANCE 2024-05

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, FLORIDA, AMENDING CHAPTER 74, "VACATION RENTALS"; AMENDING REGISTRATION REQUIREMENTS; PROVIDING ADVERTISING REQUIREMENTS FOR VACATION RENTALS; AMENDING PARKING REQUIREMENTS TO LIMIT AMOUNT OF VEHICLES AT VACATION RENTALS AND ADVERTISING REQUIREMENTS; AMENDING MAXIMUM OCCUPANCY CAPACITY AND ADVERTISING REQUIREMENTS; PROVIDING FOR BACKGROUND CHECKS OF OCCUPANTS OVER EIGHTEEN YEARS OLD; PROVIDING FOR NOISE REGULATIONS AND PENALTIES; PROVIDING FOR REGISTRATION SUSPENSION; REMOVING THE EXEMPTION FOR OWNER-OCCUPIED VACATION RENTALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town of Melbourne Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town of Melbourne Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

¹ See Section 166.041(4)(c), Florida Statutes.

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town of Melbourne Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The ordinance amends Chapter 74 vacation rentals specifically amending registration requirements, providing advertising requirements, amending parking requirements to limit amount of vehicles, amending maximum occupancy capacity, providing for background checks of occupants over eighteen years old, providing for noise regulations and penalties, providing for registration suspension, and removing the exemption of owner-occupied vacation rentals to address life, safety, and compatibility concerns in the interests of the health, peace, safety, and general welfare of the citizens and visitors of the Town of Melbourne Beach.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Melbourne Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town of Melbourne Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no direct compliance costs that businesses may incur, no new charges or fees imposed by the ordinance, and no regulatory costs to the Town.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

It is estimated there will be a negligible impact on any businesses as a result of the proposed ordinance.

4. Additional information the governing body deems useful (if any):

This ordinance does not prohibit vacation rentals, or the duration or frequency of vacation rentals, nor is it the intention of the Town of Melbourne Beach to do so, but rather, this ordinance is intended to address life, safety, and compatibility concerns in the interests of the health, peace, safety, and general welfare of the citizens and visitors to the Town of Melbourne Beach.

Town Commission Meeting

Section: Public Hearings/Special Orders
Meeting Date: February 19, 2025
From: Town Attorney Ryan Knight
RE: Ordinance 2024-06 Chapter 48 Noise Control – Second Reading

Background Information:

The Town Commission directed the Town Attorney to draft proposed changes to the noise ordinance.

The Town Commission voted to approve the first reading of the Ordinance on January 15, 2025.

The only changes were the ordinance number from “2025-____” to “2024-06”, and changing “AMEDING” to “AMENDING” in the title.

Recommendation:

Approve Ordinance 2024-06 Charter 48 Noise Control second reading.

Attachments:

Ordinance 2024-06 Chapter 48 Noise Control

Business Impact Statement

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, FLORIDA, AMENDING CHAPTER 48, “NOISE CONTROL,” RELATING TO NOISE REGULATIONS; AMENDING REGULATIONS, DEFINITIONS, AND TESTING PROTOCOLS RELATED TO NOISE RESTRICTIONS; PROVIDING MAXIMUM PERMISSIBLE SOUND LEVELS IN RESIDENTIAL USE CATEGORY; PROVIDING FOR EXEMPTIONS; PROVIDING FOR SPECIAL PERMITS AND LICENSE; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution and Laws of Florida authorize the Town of Melbourne Beach to adopt ordinances regulating, restricting, or prohibiting the production or emission of noises that tend to annoy, disturb, or frighten its citizens; and

WHEREAS, the measurement of noise level presents unique challenges, particularly along busy roadways; and

WHEREAS, the Town Commissions finds the reliance upon a “reasonable person” standard in cases where it is impractical to perform a noise level reading due to ambient noise levels injects and undue amount of subjectivity into the process of determining noise levels; and

WHEREAS, the Town Commission finds it to be more reasonable and effective to use the ambient noise level as the maximum noise level in circumstances when ambient noise meets or exceeds the maximum noise level allowed by the Code; and

WHEREAS, it is the policy and intent of the Town of Melbourne Beach to protect the health, safety, and welfare of its citizens and to promote an environment free from sound and noise disruptive of peace and good order.

NOW THEREFORE, BE IT ENACTED BY THE TOWN OF MELBOURNE BEACH, FLORIDA:

Section 1. Chapter 48, “Noise Control,” of the Town of Melbourne Beach Code of Ordinances, shall be amended as follows (Note: additions indicated by underscore; deletions indicated by ~~striketrough~~; and text that shall remain unaltered that is not reproduced here is indicated by ellipses (***)):

Section 2. The findings set forth in the recitals above are adopted and fully incorporated herein as legislative findings of the Town Commission pertaining to this Ordinance.

Section 3. Chapter 48, “Noise Control,” is hereby amended to read as follows:

CHAPTER 48: NOISE CONTROL

§ 48-1. UNUSUAL AND LOUD NOISE PROHIBITED.

~~—(a) It shall be unlawful, for any person, firm or corporation to create or assist in creating any unreasonably loud and disturbing noise in the town. Noise of such character, intensity and duration as to be detrimental to the public health, welfare and peace is prohibited. except as expressly permitted in this article, to make, cause or allow the making of any noise or sound in such a manner as to create a noise disturbance.~~

~~—(b) The following acts, among others, are declared to be loud and disturbing noises in violation of this section, but this enumeration shall not be deemed to be exclusive:~~

~~—(1) The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle, except as a danger signal, so as to create any unreasonably loud or harsh sound or the sounding of such device for an unreasonable period of time, or the use of any gong or siren upon any vehicle, other than police, fire or other emergency vehicle.~~

~~—(2) The playing of any radio (except in a motor vehicle as defined in Section 316.003, Florida Statutes), phonograph, or other musical instrument in a manner or with such volume, particularly during hours between 11:00 p.m. and 7:00 a.m. as to annoy or disturb the quiet, comfort, or repose of any person in any dwelling, hotel or other type of residence.~~

~~—(3) The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity.~~

~~—(4) The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in a manner as to create loud grating, grinding, rattling or other noise.~~

~~—(5) The blowing of any steam whistle attached to any stationary boiler or engine, except to give notice of the time to begin or stop work or as a warning of danger.~~

~~—(6) The sounding of any bell or gong (except emergency equipment) attached to any building or premises which disturbs the quiet or repose of persons in the vicinity thereof.~~

~~—(7) The conducting, operating or maintaining of any garage or service station in any residential area so as to cause loud or offensive noises to be emitted therefrom between the hours of 10:00 p.m. and 7:00 a.m. on weekdays or on Sundays.~~

~~—(8) The creation of any excessive noise on any street adjacent to any school, institution of learning, or court while the same are in session, or within 150 feet of any hospital, which unreasonably interferes with the working of those institutions, provided conspicuous signs are displayed in those streets indicating that the area is a school, court or hospital area.~~

~~—(9) The creation of any excessive noise on Sundays on any street adjacent to any church, provided conspicuous signs are displayed in such streets adjacent to churches indicating that the same is a church street.~~

~~—(10) The erection (including excavation), demolition, alteration, or repair in the event that such alteration or repair creates noise of such character, intensity and duration as to be detrimental~~

~~to public health, welfare, and peace, of any building in a residential or business district other than between the hours of 7:00 a.m. and 6:00 p.m., on weekdays, except in the case of urgent necessity in the interest of public safety and then only with a permit from the Building Inspector, which permit may be renewed for a period of three days or less while the emergency continues.~~

~~—(11) The use of any mechanical device operated by compressed air unless the noise created thereby is effectively muffled and reduced.~~

~~—(12) The shouting and crying of peddlers, barkers, hawkers and vendors which disturbs the quiet and peace of the neighborhood.~~

~~—(13) The use of any drum, loud speaker or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show, or sale or display of merchandise.~~

~~—(14) The use of any mechanical loud speakers or amplifiers on trucks or other moving vehicles for advertising purposes or other purposes except where specific license is received from the Town Commission.~~

~~—(15) The operation of a radio, tape player or other mechanical sound-making device or instrument from a motor vehicle, as defined in Section 316.003, Florida Statutes, on a street or highway by any person operating or occupying said motor vehicle, so that the sound is plainly audible at a distance of 100 feet or more from the motor vehicle or is louder than necessary for the convenient hearing by persons inside the motor vehicle in areas adjoining churches, schools, or hospitals. This provision shall not apply to circumstances as described in Section 316.3045, Florida Statutes.~~

§ 48-2. DEFINITIONS.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. All terminology used in this article which is not defined below, shall be in conformance with applicable publications of the American National Standards Institute (ANSI) or its successor body.

A-weighted sound level means the sound pressure level in decibels as measured on a sound level meter using the A-weighted network. The level so read is designated dBA.

Ambient noise means the all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources.

Building line means an imaginary line extending at a ninety-degree angle from the right-of-way to the nearest corner of a building.

Town Manager means the town manager of the Town of Melbourne Beach or the manager's designee.

C-weighted sound level means the sound pressure level in decibels as measured on a sound level meter using the C-weighted network. The level so read is designated dBC.

Decibel means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micrometers per square meter.

Emergency work means any work performed for the purpose of preventing or alleviating physical trauma or property damage threatened or caused by an existing or eminent peril.

Noise disturbance means any sound which:

- (1) Endangers or injures the safety or health of humans or animals; or
- (2) Annoys or disturbs a reasonable person of normal sensitivities; or
- (3) Endangers or injures personal or real property.

For purposes of this definition, any sound that exceeds the maximum permissible sound levels set forth in section 48-4 of this article shall constitute a noise disturbance per se. It is the intent and purpose of this definition that sounds that either meet the aforesaid criteria or exceed the sound levels in section 48-4 shall constitute a violation of this article.

Originating property means the property from which any sound originates.

Receiving property means property into which any sound is projected other than the originating property.

Sound level means the weighted sound pressure level obtained by the use of a metering characteristic and weighting A, B, or C as specified in American National Standards Institute specifications for sound level meters, ANSI S1.4-1983, or in successor publications. If the weighting employed is not indicated, the A-weighting shall apply.

Sound level meter means an instrument, which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter, and weighing networks used to measure sound pressure levels. The output meter reads sound pressure levels when properly calibrated, and the instrument is to type 2 or better, as specified in the American National Standards Institute Publications, S1.4-1983, or its successor publications.

Sound pressure level means twenty (20) times the logarithm to the base ten (10) of the ratio of the RMS sound pressure level to the reference of twenty (20) micronewtons per square meter.

Testing protocol shall be at least two (2) fifteen (15) second readings taken from a receiving property as provided herein. In cases where the city has received a complaint regarding sound levels, the readings shall be taken from the property from which the complaint is made, if known. In cases where the city has received no complaint or where the location of the complainant is not known, the readings shall be taken from the right-of-way adjacent to the nearest developed receiving property to the originating property from approximately the point at which the building line nearest to the originating property intersects the right-of-way.

§ 48-3. MEASUREMENT OF SOUND.

Standards, instrumentation, measurement procedures, and instrumentation maintenance used in the measurement of sound shall be in accordance with ANSI S1.4-1983 or its successor publications. Town personnel that will be taking sound level measurements shall be trained to use sound testing devices.

§ 48-4. MAXIMUM PERMISSIBLE SOUND LEVELS IN RESIDENTIAL USE CATEGORY.

No person shall cause, suffer, allow or permit the operation of any source of sound in such a manner as to create a sound level that exceeds the sound level limits listed in table 1 when measured beyond the originating property's property line. Sound or noise projecting from one zoning district into another zoning district with a different decibel level limit shall not exceed the limits of the zoning district into which the noise is projected when measured from within such receiving zoning district. Sound pressure levels in excess of those established in table 1 shall constitute prima facie evidence that such sound is in violation of this article. The sound shall be measured using the "A" and "C" scale in slow time constant. In circumstances where the ambient noise level is equal to or exceeds the sound pressure levels established in table 1, the ambient noise level shall represent the maximum sound pressure level for purposes of performing the measurement provided for herein.

TABLE 1
MAXIMUM SOUND LEVELS FOR
RESIDENTIAL USE CATEGORY

<u>Use Occupancy Category</u>	<u>Time</u>	<u>Maximum Sound Level Limit—dBA</u>	<u>Maximum Sound Level Limit—dBC</u>
<u>Residential¹</u>	<u>7:00 a.m.—10:00 p.m.</u>	<u>60</u>	<u>65</u>
	<u>10:00 p.m.—7:00 a.m.</u>	<u>55</u>	<u>60</u>

§ 48-5. NOISE LEVEL EXEMPTIONS.

The following uses and activities shall be exempt from this article's noise level regulations except as listed in table 1.

- (1) Air conditioners when functioning in accord with the manufacturers' [specifications], standard mufflers and noise-reducing equipment in use and in proper operating condition according to standards promulgated by the American Refrigeration Institute. The same exception shall apply to lawn mowers, landscaping equipment, and agricultural equipment during daylight hours.
- (2) Non-amplified crowd noises resulting from activities such as those planned by student, governmental or community groups.
- (3) Construction operations for which building permits have been issued, or construction operations not requiring permits due to ownership of the project by an agency of

¹ The Town's zoning map shall be relied upon for purposes of defining residential use properties.

government; providing all equipment is operated in accord with the manufacturers' specifications and with all standard equipment, mufflers and noise-reducing equipment in use and in proper operating condition.

- (4) Noises of safety signals, warning devices, emergency pressure relief valves and bells and chimes of churches.
- (5) Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency.
- (6) Noises resulting from emergency work including the operation of a generator.
- (7) Any other noise resulting from activities of a temporary duration permitted by law and for which a permit therefore has been granted by the city in accordance with this article. Regulation of noises emanating from operations under permit shall be according to the conditions and limits stated on the permit and contained in this article.
- (8) Noises made by persons having obtained a permit to use the streets.
- (9) All noises coming from the normal operations of aircraft (not including scale model aircraft).
- (10) Motor vehicles defined in F.S. Ch. 316.
- (11) All noises generated by the Town and its agents and/or from Town sponsored events.
- (12) All noises generated during the July 4th holiday from fireworks.

§ 48-6. OTHER NOISE.

- (a) With the exception of those exemptions provided by state law, noises prohibited by this section are unlawful, notwithstanding the fact that no violation of section 48-4 is involved, and notwithstanding the fact that the activity complained about is exempted in section 48-5.
- (b) Thus, the following acts are declared to be loud, disturbing and unnecessary noises in violation of this article:
 - (1) The sounding of any horn or signaling device on any automobile or other vehicle, except as a danger warning;
 - (2) The creation by means of any signaling device of any unreasonably loud or harsh sound;
 - (3) The sounding of any signaling device for any unnecessary or unreasonable period of time; and the unreasonable use of any signaling device.

§ 48-7. SPECIAL PERMITS FOR RELIEF OF MAXIMUM ALLOWABLE NOISE LEVELS.

- (a) Applications for a special permit for relief from the maximum allowable noise level limits designated in this article may be made in writing to the Town Manager. Any special permit granted by the Town Manager hereunder must be approved in writing prior to issuance of a special permit and shall contain all conditions upon which said special permit shall be effective.

(b) The Town Manager may grant the relief as applied for under the following conditions:

- (1) The Town Manager may require the applicant to exhaust all technically reasonable abatement measures before a special permit is issued. These abatement measures shall be selected and installed by the applicant at his/her own risk.
- (2) Special permits may be granted for the purpose of entertainment that exceeds the maximum allowable noise levels established in this article under the following conditions:
 - a. The function must be open to the public (admission may be charged).
 - b. The function must take place on public property.
 - c. The special permit will be given for only four (4) hours in one (1) twenty-four-hour day.
 - d. The function shall be staged between the hours of 8:00 a.m. and 8:00 p.m.
- (3) Special permits for non-entertainment special purposes may be issued under any of the following conditions:
 - a. If the special purpose relates to the operation of a trade or business, that the special purpose not be in the ordinary course of that trade or business; or if the special purpose does not relate to the operation of a trade or business, that the special purpose not be an ordinary event in the affairs of the applicant.
 - b. If the special purpose is a recurring purpose, that it not recur more often than four (4) times each calendar year.
 - c. That the special purpose be absolutely necessary to the operation of the applicant's trade or business; or if the special purpose does not relate to the operation of the trade or business, that the special purpose be compatible with the ordinary activities of the neighborhood in which the special purpose is to occur.
 - d. Except in emergency situations, as determined by the Town Manager, the special permit may be issued only four (4) hours between 8:00 a.m. and 8:00 p.m. on weekdays.
 - e. Special permits may be issued for no longer than fifteen (15) consecutive days, renewable by further application to the Town Manager.
- (4) No special permit shall be issued to permit the use of any loudspeaker or sound-amplifying device on the exterior of any building, which at any time exceeds the sound level limits in table 1, except those used for emergency warnings.

§ 48-2 ~~8~~. PENALTIES.

~~Any person, firm, or corporation violating any provision of this chapter shall upon conviction be punished by a fine not to exceed \$200.~~

(a) Each violation of this article shall carry the following civil penalties:

- (1) First violation within a one hundred eighty-day period, a written warning and notice to cure.
- (2) Second violation within a one hundred eighty-day period, a citation in the amount of two hundred fifty dollars (\$250.00).
- (3) Third and subsequent violations within a one hundred eighty-day period, a citation in the amount of five hundred dollars (\$500.00).

Whenever any police officer commissioned by the Town of Melbourne Beach or the Code Enforcement Officer of the Town of Melbourne Beach has reason to believe that any person is in violation of any provision of this chapter, it shall be cause for the issuance of a notice of violation.

§§ 48-3 ~~9~~. – 48-99 RESERVED.

Section 4. Codification. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the Town of Melbourne Beach, as additions or amendments thereto.

Section 5. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

Section 6. Conflicting Ordinances. All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

Section 7. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2024, by the Town Commission of the Town of Melbourne Beach, Florida.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

TOWN OF MELBOURNE BEACH, FLORIDA

By: _____
ALISON DENNINGTON, Mayor

ATTEST:

(TOWN SEAL)

Amber Brown, Town Clerk



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town of Melbourne Beach website by the time notice of the proposed ordinance is published.

ORDINANCE 2024-06

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, FLORIDA, AMENDING CHAPTER 48, "NOISE CONTROL," RELATING TO NOISE REGULATIONS; AMENDING REGULATIONS, DEFINITIONS, AND TESTING PROTOCOLS RELATED TO NOISE RESTRICTIONS; PROVIDING MAXIMUM PERMISSIBLE SOUND LEVELS IN RESIDENTIAL USE CATEGORY; PROVIDING FOR EXEMPTIONS; PROVIDING FOR SPECIAL PERMITS AND LICENSE; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town of Melbourne Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town of Melbourne Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or

¹ See Section 166.041(4)(c), Florida Statutes.

- ☐ The proposed ordinance is enacted to implement the following:
- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town of Melbourne Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The ordinance amends Chapter 48 noise control specifically amending regulations, definitions, and testing protocols related to noise restriction. The ordinance provides an objective measurement for maximum permissible sound levels in residential use category to protect the health, safety, and welfare of the Town's citizens and to promote an environment free from sound and noise disruptive of peace and good order.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Melbourne Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town of Melbourne Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no direct compliance costs that businesses may incur, no new charges or fees imposed by the ordinance, and no regulatory costs to the Town.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

It is estimated there will be a negligible impact on any businesses as a result of the proposed ordinance.

4. Additional information the governing body deems useful (if any):

None.

Town Commission Meeting

Section: Unfinished Business

Meeting Date: February 19, 2025

From: Town Clerk Amber Brown

RE: Approval of the Regular Town Commission Meeting minutes
December 18, 2024

Background Information:

The December 18, 2024 Regular Town Commission Meeting draft minutes were emailed to the Commission on December 23, 2024.

The draft minutes were presented to the Commission as part of the January 15, 2024 Regular Town Commission Meeting Agenda Packet. The Commission tabled the minutes to the next meeting for possible amendments.

To date, no amendments or corrections have been received.

Recommendation:

Approve the December 18, 2024 Regular Town Commission Meeting minutes as presented.

Attachments:

December 18, 2024 Regular Town Commission Meeting minutes

Town of Melbourne Beach

REGULAR TOWN COMMISSION MEETING December 18, 2024 at 6:00 p.m. COMMUNITY CENTER - 509 OCEAN AVENUE

MINUTES

Commission Members:

Mayor Alison Dennington
Vice Mayor Dawn Barlow
Commissioner Robert Baldwin
Commissioner Anna Butler
Commissioner Tim Reed

Staff Members:

Town Manager Elizabeth Mascaro
Town Attorney Ryan Knight
Town Clerk Amber Brown

1. Call to Order

Mayor Alison Dennington called the meeting to order at 6:00 p.m.

2. Roll Call

Town Clerk Amber Brown conducted a roll call.

Commission Members Present

Mayor Alison Dennington
Vice Mayor Dawn Barlow
Commissioner Anna Butler
Commissioner Tim Reed

Commission Members Absent

Commissioner Robert Baldwin

Staff Members Present

Town Manager Elizabeth Mascaro
Town Attorney Ryan Knight
Police Chief Tim Zander
Building Official Robert Bitgood
Fire Chief Gavin Brown
Finance Manager Jennifer Kerr
Town Clerk Amber Brown

3. Pledge of Allegiance and Moment of Silence

Mayor Alison Dennington led the Pledge of Allegiance.

4. Meeting Agenda – Additions/Deletions/Changes - 1:30

Mayor Alison Dennington said she provided documents to the other Commissioners. There was an update related to stormwater and the engineer. She mentioned that the Building Official would have discussion on that, but that's not reflected on the agenda.

Vice Mayor Dawn Barlow said that under Unfinished Business we have B and C as place holders for the first reading for STRs and noise control, and said those were going to be moved to the January meeting, so they should be removed from tonight's agenda.

Vice Mayor Dawn Barlow made a motion to remove B and C under Unfinished Business from tonight's agenda; Commissioner Anna Butler seconded; Motion carried 4-0.

Mayor Alison Dennington said they wanted to give the Town Attorney time after the workshop to make the changes they had discussed, that's why they moved those items to January. Also mentioned she had met with the Finance Manager and added some information to the packet about that as well.

5. Consent Agenda – 7:50

- A. Approval of the Regular Town Commission Meeting minutes November 20, 2024
- B. Reappointment of Leslie Maloney as a board member on the Environmental Advisory Board
- C. Reappointment of Bruce Morgan as a board member on the History Center Board
- D. Reappointment of Crystal Cain as a board member on the History Center Board

Mayor Alison Dennington pulled Consent Agenda Item A.

Vice Mayor Dawn Barlow made a motion that we approve items B, C, and D on the Consent Agenda; Commissioner Tim Reed seconded; Motion carried 4-0.

Commissioner Tim Reed thanked the individuals from the boards for coming back and continuing to serve and donate their time. Vice Mayor Dawn Barlow and Mayor Alison Dennington thanked them as well.

6. Proclamations/Presentations/Awards

7. Finance/Budget Report – 9:40

Finance Manager Jennifer Kerr said the budget memo has changed, items here are line items that have gone over and reasons why they went over for the month of November.

Commissioner Anna Butler met with Finance Manager Jennifer Kerr and said the explanation was very helpful.

Vice Mayor Dawn Barlow also met with the Finance Manager around hurricane reimbursement, approximately \$43,500 has been submitted for reimbursement. Also, she was told that it could take anywhere from 12-24 months to receive the reimbursement.

Finance Manager Jennifer Kerr said that reimbursement was for the debris removal when the Waste Pro trucks went around and picked up yard debris. That has been submitted and approved, but the Town has not received the money yet.

Commissioner Tim Reed received confirmation that the reimbursement is through FEMA.

Vice Mayor Dawn Barlow wanted to clarify that the Building Officials salary shifted line items, when the Building Official had initially stepped away, the Town was going to have to engage with professional services, for November it was shifting from one item to another, but going forward that should be corrected.

Mayor Alison Dennington suggested budgeting for hurricanes going forward so they don't hit various departments. Mentioned that in the Town planning, we voted to have the Town Attorney and Planning Official look into the issue of height, said this has been approved but hasn't happened, so we need to work on it.

Town Manager Elizabeth Mascaro said it's in process. We will be billed for it, but we don't always get billed monthly.

Mayor Alison Dennington confirmed that waste tax services were property taxes. Asked about the hurricane pay for the Building Official. EMS, Fire and Police services are eligible for refunds when there are hurricanes, does his cost not get reimbursed if he does not fall under those categories?

Fire Chief Gavin Brown said the Building Official was in charge of damage assessments, he's the subject matter expert for that. Said it is important to have him helping to get it done as quickly as possible.

Finance Manager Jennifer Kerr said she submits everything for reimbursement and that would include the costs related to the Building Official. Sometimes they say we are paying you 75% of your requested amount, they don't list out what things are not being paid for.

Mayor Alison Dennington asked for an explanation of what the health insurance for the building fund went over meant. -19:30

Finance Manager Jennifer Kerr said when the Building Official put in his resignation and the budget was completed, the amount to hire a Building Official was put into the line item of Professional Services, when he rescinded the resignation, it went back to Salary because he is an employee. For fiscal year 2024, we went over the salary for the Building Official because he maxed out his vacation hours (paid him out on 40 hours).

Town Manager Elizabeth Mascaro said he was paid out because having a Building Official is a state requirement so he could not take vacation. Also, the Building Department's function is not to be a profit center, it is supposed to be a breakeven center at best.

Mayor Alison Dennington asked about budgeting \$4,000 for Christmas decorations but it was in 3 different places. Is that \$4,000 total or \$12,000 total.

Finance Manager Jennifer Kerr said each place money is mentioned is that amount of money so two places mentioned \$4,000 and one mentioned around \$1,500 so it would be a total of roughly \$9,500. This year it is in one spot, not three.

Mayor Alison Dennington said in every category, we are going over on health insurance.

Finance Manager Jennifer Kerr said we pay the month ahead so by the end it works out.

Mayor Alison Dennington spoke about needing more explanation around certain language in this section, and thinks providing that for the public would be helpful. Mentioned Communication Services seems to be over budget in each department, would like more of an explanation of what each of those would include in each department.

Town Manager Elizabeth Mascaro said more is spent on that category at the beginning of the year. There are accounting codes that have to be used, so there could potentially be a separate sheet for definitions/explanations.

Finance Manager Jennifer Kerr said she could compile that list for anything ambiguous.

Mayor Alison Dennington asked about the \$4,900 budgeted for fire prevention. Asked why it is not under the Fire Department.

Finance Manager Jennifer Kerr said that was for fire inspections for vacation rentals. It falls under the vacation rental code so it is a code matter.

Mayor Alison Dennington mentioned that she will be voting against the finance report because of an issue with engineering which the Town Attorney is looking into, not because of the Finance Director. Said even before becoming Mayor, she requested consulting contracts including engineering that she never received. Asked for them again after being elected, said she finally got some information and it looks like there was a 2017 RFQ, CCNA provision under Florida Statutes that did not get enough responses.

Town Attorney Ryan Knight said he does not have all the documentation yet, but from the RFQ there is an initial 5 year term with an option to renew the agreement. There was not an official or final agreement executed, so what would happen in that case is the terms and conditions in the RFQ would govern. Said he would anticipate getting all of that information in the next couple of weeks, at the latest before the next Commission meeting. - 38:10

Mayor Alison Dennington said that if the 5 year term started in 2017, that since 2022 the Town has not been in compliance even though it was stated to her that we had a contract.

Vice Mayor Dawn Barlow asked if the RFQ stated an option for renewal within that language.

Town Attorney Ryan Knight clarified that the RFQ has that 5 year term but under the Statute, it can be an ongoing contract. It provided for an initial term for 5 years with the option of renewal between the parties after that.

Vice Mayor Dawn Barlow made a motion that we approve the finance report; Commissioner Anna Butler seconded; Motion carried 3-1 with Mayor Alison Dennington dissenting.

Mayor Alison Dennington spoke about dissenting not because of the Finance Manager, but because of legal questions. Asked questions to the Town Attorney about how he determines what to put under elected officials vs manager or general. Said who is responsible for requiring a cost to be incurred could be debated. Feels around 20 of the issues should be moved to Town Manager from elected officials. There is something about Building Height and 207 Flamingo, wants to know what the actual rule is. Wants a memo because there is nothing at the moment saying they need to report back to the Commission about that issue.

Town Attorney Ryan Knight if there is any communication or direct email between himself and a Commissioner it would fall under elected officials. General would be used for Commission meetings, researching short term rentals, etc. Some matters could be hybrid, but generally if communicating with Commissioners it is under elected officials. Did reach out to Mr. O’Gorman and is setting up a meeting with him and Building Official Robert Bitgood. Says he can prepare a memo after they meet. Said the issue with 207 Flamingo is not related to building height, it was regarding potential unlicensed work going on.

Vice Mayor Dawn Barlow said there were discussions with P&Z, the Town Commission did vote on it but it’s going through its process. Is getting an idea about timelines the purpose of a memo? Does not think this is the time to take a vote on a memo.

Town Manager Elizabeth Mascaro said to remember this goes to P&Z before coming back to the Commission.

8. Department and Board/Committee Reports

A. Public Works Department – 56:30

Commissioner Tim Reed asked where the engineer is at on having the drawings related to the stormwater plan. Asked if we were expecting a full report or just the one basin.

Town Manager Elizabeth Mascaro said she provided drawings on the process sheet and they are looking at Poinsettia and making a recommendation that that pipe be replaced. Spoke about how the Town is getting ready to do a Basin 1 stormwater project. It is a large project that will get broken into segments. There is another project that is being addressed at Cedar and Cherry which is separate from the Basin 1 project.

Vice Mayor Dawn Barlow read email responses from Public Works Director Tom Davis.

Mayor Alison Dennington spoke about Riverside Drive not being finished yet and expressed her concern about the potential for price increases on materials if this project is delayed.

Town Manager Elizabeth Mascaro said the contract states that they cannot change the price. A big piece of their equipment was damaged and that is what caused the delay, but they have fixed it and were back at it today and would be done in a few days.

Mayor Alison Dennington disagreed that the contract states prices cannot change and asked if there was a new estimate to when they would be done.

Commissioner Tim Reed asked about the engineer drawings, clarified for now it was for Basin 1 only. Also said it would be helpful to have a list of the top priorities for the Commission to work on.

Town Manager Elizabeth Mascaro spoke about the different projects and how they will have to be phased because they cannot all be done at one time. Building Official Robert Bitgood will go into more detail about the Cherry and Cedar project.

Mayor Alison Dennington wanted to bring up, related to BSE, that the Town is not in compliance with law/code paying and billing monthly services for an engineer every month. Wants to call an emergency meeting to deal with this issue. Could at least put out an RFQ or bid for engineering services and in the meantime, the Town Attorney can say if the Town is operating legally.

Vice Mayor Dawn Barlow suggested doing that under New Business, not now.

B. Building Department – 1:09:35

Building Official Robert Bitgood spoke about how the Building Department had a very good month. Did a little over \$1.3 Million in construction value with no new homes. Permit fees totaling just shy of \$25,000.

Mayor Alison Dennington confirmed that the 129 inspections are separate from the 7 vacation rentals.

Vice Mayor Dawn Barlow asked about the building heights being a gray area. Items don't go to P&Z if things are within scope. Asked the Building Official if he had received anything this last month that could fall into the area that we are currently trying to evaluate.

Building Official Robert Bitgood said he had not received anything that would fall into that.

Mayor Alison Dennington asked what is the Building Official Robert Bitgood's current interpretation of the status of where we measure from and whether or not somebody can bring in fill material.

Building Official Robert Bitgood said this is being evaluated by P&Z. Everything up to now has always been from the finished floor elevation. Is not aware of anybody bringing fill in. Spoke about how the Code says at least 18 inches above the crown of the road.

Mayor Alison Dennington spoke about the importance of having something in writing. If it is under 7A it is a zoning issue, and the planner should make those determinations.

Building Official Robert Bitgood spoke about how he enforces the Town ordinances, but he does not interpret the Code. Has tried to help in the past to clarify that, now realizes it is

not his responsibility and is having P&Z look at it. Said that regarding the stormwater at Cherry, the pipe was scoped and it is in great shape, but when the river gets so high, half of the pipe is under water. Recommends keeping an eye on it.

Mayor Alison Dennington asked for details on the inspection status partially complied.

Building Official Robert Bitgood spoke about being able to partially approve, so the work can continue and the remaining work will be inspected later. -1:19:22

Mayor Alison Dennington asked for an asterisk for more details next to inspections that say partially complied.

Building Official Robert Bitgood had misunderstood the Mayor and explained that that would be one of the 7 inspections where he was helping before the new code person starts. The reason you have to have a Building Official is if you have construction in your jurisdiction to regulate that. He would have it in his authority to partially comply something to keep the project going.

Mayor Alison Dennington asked to understand the difference between partially complied and partially approved. Asked the Town Attorney to get her that Statute.

Building Official Robert Bitgood said that compliance is related to a code issue, partially approved means he went out for something like a framing inspection and maybe they were missing screws or something simple like that and he can look at that when he comes back.

Town Manager Elizabeth Mascaro explained that there are probably 15 items that are reviewed, partial compliance means they may have passed on 10 but failed on 5.

Mayor Alison Dennington said that Jim Turner quit, was wondering why he was mentioned.

Fire Chief Gavin Brown said he quit as the Code Enforcement Official, but now is a contractor that does fire inspections.

C. Code Enforcement – 1:31:30

Town Manager Elizabeth Masacaro said she is the Code Officer at the moment but there is a full time person starting January 2nd. Page 79, where it shows the certificate list, if there is a money number, that means they have not paid and the property has not been inspected. Trying to categorize it to say if it is held for money, inspection or both. If the money is 0 it means they paid but have either failed inspection or not scheduled one yet. Have 17 properties that have paid but haven't scheduled inspections.

Vice Mayor Dawn Barlow asked about short term rental violations, specifically having a section of currently registered applications in process and believed unregistered STRs.

Town Manager Elizabeth Mascaro spoke about how page 76 shows the short term rental violations that are in the code enforcement process. They have not complied, letters have

been sent. She has contacted the Magistrate's Office asking for dates in January to take them to code. Several addresses on the list from Bruce Larson are in the 4RMO and 5RMO which are 30 day or more rentals only.

Vice Mayor Dawn Barlow asked about producing a complete list that shows different categories, 30 day vs short term, etc.

Town Manager Elizabeth Mascaro said she could make an Excel spreadsheet but is working on different report options. Also said that if the Town has to convene with the Magistrate, the Town can charge a fee. Should look into adding this when talking about fee structures.

Mayor Alison Dennington asked for updates/details on the entire list from Bruce Larson.

Town Manager Elizabeth Mascaro said she can provide the list with the updates on it.

Mayor Alison Dennington asked for details on if the Owner Occupied Vacation rental at 2015 Oak from Gary Prutow is the first time he had the exemption form turned in.

Town Manager Elizabeth Mascaro said it came up as a complaint originally, but Gary Prutow signed the form. Does not know if this is the first time he has submitted the form but could get back to the Mayor about that. Also said that for people who have not fully finished the application process (they have paid but the inspection has not been done) they receive an email and they are aware they cannot legally rent.

Building Official Robert Bitgood said he had pulled State Statute 468.604(1) and read it.

Mayor Alison Dennington said that did not mention partially, which was her issue.

D. Fire Department – 1:47:25

Fire Chief Gavin Brown spoke about how the report used to be for each calendar month, but to provide more current information the report covers part of December.

Commissioner Tim Reed asked about automatic aid agreement with Indian Harbour Beach.

Fire Chief Gavin Brown spoke about how Indian Harbour Beach sent him an auto aid agreement that he is currently looking it over, but this will not fix the issues caused by not having an auto aid agreement with Indian Harbour Beach. Spoke to the Commission about scheduling a workshop to discuss the fire department and the possibility of hiring paid fire personnel.

The Commission discussed when to have a February workshop for this, suggesting Feb 4th.

Fire Chief Gavin Brown said hydrant flushing is underway late at night. Currently applying for an AFG grant for equipment, and then will apply for a staffing grant. The Christmas Eve Santa Run is coming up and the gift drop off starts on Friday. For more details visit WWW.MBVFD.COM.

Vice Mayor Dawn Barlow asked about the differences between whole house short term rental versus owner occupied inspections. - 1:55:45

Fire Chief Gavin Brown spoke about Administrative Code 69A-43 which says vacation rental enforcement falls under transient lodging. Have a whole inspection checklist, smoke detectors, fire extinguishers, etc. However, the State and DBPR does not require owner occupied rentals that rent less than 50% of the structure to have an inspection, or have any requirements. Read part of Florida State Statute 633.206 and 509.215 and part of the Administrative Code.

Mayor Alison Dennington said if you are renting short term, even if it's just a room, that would make you a short term rental. If the owner occupied exemption is taken away, will they need to go through this whole inspection process?

Fire Chief Gavin Brown said lots of codes and statutes cross reference each other but what he has found is that it refers to 50% or more of the units in the structure being advertised for short term rentals, then they would be required to be inspected. If the Town wanted to be more strict than the Florida Fire Prevention Code, at that point, the Town would need to go through and pass an ordinance and present that amendment to the state. The 50% provision is in section 509.215 of the Florida State Statute.

Vice Mayor Dawn Barlow spoke about asking the current owner occupied vacation rentals for the number of rooms that are being rented.

Fire Chief Gavin Brown said that if the Town were to require an inspection, to think about it before making a decision because it becomes an enforcement issue.

Commissioner Anna Butler mentioned originally bringing it up because of fees.

Fire Chief Gavin Brown said if you are requiring inspections for any and all forms of short term rentals, the inspection requirements would most likely be the same so it would make sense that the price would be the same.

Town Manager Elizabeth Mascaro asked if the Commission would be interested in changing the requirement of having a landline to post the address in various rooms. The intent of the landline was if they needed to call emergency services they might not know where they are, but if the address was posted around the home that could help solve the problem.

Mayor Alison Dennington liked this suggestion and said they could have a vote on it after public comment. Asked if the Town Attorney could provide options related to repealing the owner occupied exemption. Asked for the Fire Chief to provide further details on how often other agencies assist our Town.

Town Attorney Ryan Knight said he could look into it but for fire issues, you would be creating more issues than there actually are for a one bedroom.

E. Police Department – 2:15:40

Mayor Alison Dennington spoke about creating a policy to have an officer go when there is a line of duty death. Asked for the monthly report to state how many times other agencies assist us.

Police Chief Tim Zander spoke about how there is no current procedure to send someone if an officer dies in the line of duty. If it is within the county, they absolutely go. If it is outside the county, they either try to send someone or contact the department and give support. Does not think there needs to be a policy in place. Said most of the time it is Melbourne Beach assisting others as opposed to getting assistance from others. Could provide when they are helped going forward.

Commissioner Tim Reed asked if the Department is fully staffed with the new officer.

Police Chief Tim Zander said the new officer is being trained, once she is trained they will be fully staffed. She should finish around the middle of March.

F. Town Clerk – 2:20:00

Town Clerk Amber Brown said she wanted to highlight that there has been an update to the website. When people receive a subscription notice for the agendas and minutes page, it does not stipulate what was updated and there is no way for a subscription to do so. But at the top of the page it will show the most recent updates.

Mayor Alison Dennington asked questions about the intern and the scanning project.

Town Clerk Amber Brown said she is on winter break, will not see her until January and does not know the length of time she will be helping with the project. Said she seems like she will be good with technology. Documents are scanned, can provide them upon request, but does not know when they will be fully available. The system is not filing or naming them correctly. Spoke about the different phases of the project.

Vice Mayor Dawn Barlow asked about public requests that haven't been completed.

Town Clerk Amber Brown said that is usually because of the date cut off, a few are very large so she has to put a quote together and give the person an opportunity to pay the quote before doing the work.

Mayor Alison Dennington suggested if a request is for historical records, such as minutes, that were uploaded in phase one, that can be done quickly.

Vice Mayor Dawn Barlow asked how requests from elected officials are captured?

Town Clerk Amber Brown said the Town Attorney determined anytime a Commission member puts in a request they are not considered public records requests and therefore they are not captured.

9. Public Comment (Non-Agenda Items) – 2:31:25

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda.

Frank Thomas – *Spoke about this being the longest workshop ever. This is not a Town meeting, there has not been anything official since the start. Showed paperwork about the Walking History Tour.*

Mayor Alison Dennington said she would at some point like to move Public Comment up from number 9 on the agenda to number 5.

Scott Bartczak – 204 Fir Ave – *Spoke about how some of these items seem litigious. What is the intent of charging for someone to rent a room? Why charge someone if they are found in compliance by the Magistrate? What are we trying to achieve about the partially approved inspection? Why does so much need to be reported? Don't make everything so complicated.*

Mayor Alison Dennington said she does not believe a person could be charged a fee for having to go to the Magistrate if they were in compliance. Also spoke about how partially approved is just a language thing and trying to understand the report.

Mark Emerson – 512 Ocean Ave – *Spoke about how everyone already has a phone in their pocket and it tells 911 where you are. Doesn't believe the landline requirement is necessary.*

Mark McBride – 310 Second Ave – *Spoke about vacation rental issues, and news articles on vacation rentals. Said report says 17 STRs and we know it's closer to 50.*

AnneMarie McBride – 310 Second Ave – *Spoke about vacation rental issues, and strengthening the regulations. Preserve the Town of Melbourne Beach.*

Bruce Larson – 1507 Pine St – *Spoke about needing more definitions and distinctions regarding owner occupied vacation rentals.*

10. Public Hearings/Special Orders

11. Unfinished Business

A. Approval of Regular Town Commission Meeting minutes November 20, 2024 – 2:51:50

Mayor Alison Dennington spoke about passing the gavel to make a motion to put the agenda item at the very end of the meeting.

Vice Mayor Dawn Barlow made a motion to table the consent agenda A approval of regular Town Commission meeting minutes which was moved to unfinished business; Commissioner Anna Butler seconded; Motion carried 4-0.

B. Approval of the Regular Town Commission Meeting minutes September 18, 2024 – 2:55:12

Vice Mayor Dawn Barlow made a motion that we approve the regular Town Commission meeting minutes September 18th 2024; Commissioner Anna Butler seconded; Motion carried 4-0.

~~C. Ordinance 2024-05 Chapter 74 Vacation Rentals – First reading~~

~~AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, FLORIDA, AMENDING CHAPTER 74, “VACATION RENTALS”; AMENDING PARKING REQUIREMENTS TO LIMIT AMOUNT OF VEHICLES AT VACATION RENTALS; AMENDING MAXIMUM OCCUPANCY CAPACITY; PROVIDING FOR NOISE REGULATIONS AND PENALTIES; PROVIDING FOR REGISTRATION SUSPENSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.~~

~~D. Ordinance 2024-06 Chapter 48 Noise Control – First reading~~

~~AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, FLORIDA, AMENDING CHAPTER 48, “NOISE CONTROL,” RELATING TO NOISE REGULATIONS; AMENDING REGULATIONS, DEFINITIONS, AND TESTING PROTOCOLS RELATED TO NOISE RESTRICTIONS; PROVIDING MAXIMUM PERMISSIBLE SOUND LEVELS IN RESIDENTIAL USE CATEGORY; PROVIDING FOR EXEMPTIONS; PROVIDING FOR SPECIAL PERMITS AND LICENSE; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.~~

12. New Business

A. Consideration on quotes to replace the Old Town Hall History Center roof – 2:57:10

Building Official Robert Bitgood said there was a roof leak at the Old Town Hall History Center. Received 3 quotes. Based on the cost per sheet and the type of materials quoted he would recommend going with the quote from G&G Roofing. Their quote was \$16,500 which was slightly higher than the other quotes but used better materials.

Vice Mayor Dawn Barlow asked if the Building Official Robert Bitgood had any idea how many sheets of plywood might need to be replaced. What is the potential to go over that \$16,500? Is this budgeted and does that Board have the money for it?

Building Official Robert Bitgood said he does not see them going much over the \$16,500, but until you strip the roof, you just don’t know. Estimates possibly 2-3 sheets more at \$68 per sheet, roughly another \$210.

Town Manager Elizabeth Mascaro said that this is not budgeted, and in order to keep the millage rate there are no extra funds. The money could be pulled from long term capital. There is a Resolution that says all maintenance and upkeep of the Old Town Hall is the responsibility of the Town.

Mayor Alison Dennington requested the date from the Town Manager about when she found out about this resolution. Spoke about getting the funds from parking, and asked

why this wasn't budgeted. It has been known for years.

Town Manager Elizabeth Mascaro said the funds could be borrowed from reserves. Said they repaired it at the same time they painted the building. They looked at the roof, there was no leak at that time, so they thought the roof would be good for another 2-3 years. Said for the record, there has been money allocated for these buildings over the years for repairs, leaks, etc., but there is no money in Capital Improvements at the moment.

Vice Mayor Dawn Barlow asked if the Board could pay upfront, and at year end the Town could reimburse them.

Commissioner Anna Butler spoke about having prior experience with G&G and they did a good job.

***Gail Gowdy – 215 Ash Ave** – Asked when the contract is up on that building, if the County does not want to renew, then why put a roof on it? Asked when the lease was up. There are too many questions concerning an unknown.*

Town Manager Elizabeth Mascaro said the lease is up in 2025. The county owns the land and the building, so in January they will reach out to them to see if they would like to renew the contract.

Mayor Alison Dennington spoke about needing to figure out what the County wants to do prior to figuring out what to do about the roof.

Vice Mayor Dawn Barlow made a motion to table this until next month, pending a meeting that the Town Manager is going to have with the County and the Town Manager will also incorporate a report to be inserted in addition to the bids that are in today's packet; Commissioner Anna Butler seconded; Motion carried 4-0.

B. Resolution 2024-14 Establishing a Charter Review Committee – 3:14:50

A RESOLUTION OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, ESTABLISHING A CHARTER REVIEW COMMITTEE, ASSIGNING ITS DUTIES AND DURATION, PROVIDING AUTHORITY FOR EXPENDITURES; PROVIDING AUTHORITY FOR PUBLIC MEETINGS; PROVIDING FOR A METHOD OF PROVIDING LEGAL AND STAFF SUPPORT FOR THE COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE AND A DATE FOR TERMINATION OF ACTIVITIES.

Town Attorney Ryan Knight said this provides that each member of the Commission shall appoint somebody to that Charter Review Committee.

Mayor Alison Dennington spoke about how they decided they would be announcing it here but Commissioner Robert Baldwin is not present.

Town Clerk Amber Brown said Commissioner Baldwin provided his appointee's information ahead of time.

Mayor Alison Dennington said she received a call about an issue with someone being on two boards at one time.

Town Attorney Ryan Knight spoke about how the Charter Review Committee is considered an Advisory Board. The Board of Adjustment and Planning and Zoning Board are considered an office. So this would not violate the dual office holding provisions.

Commissioner Tim Reed asked if a committee is the same as a board.

Town Attorney Ryan Knight said it is a distinction that does not really matter, it is what is in the ordinance and what the responsibilities actually are. They have no decision making authorities or duties, they are simply making recommendations to the Commission.

Mayor Alison Dennington passed the gavel.

Mayor Alison Dennington made a motion to amend this to strike the Charter Review Committee and make it Charter Review Board.

Failed for a lack of second.

Vice Mayor Dawn Barlow made a motion that we accept the Town Commission Resolution 2024-14 establishing a Charter Review Committee; Commissioner Anna Butler seconded; Motion carried 4-0.

Mayor Alison Dennington passed the gavel.

Mayor Alison Dennington made a motion for the Town Attorney to give us something that explains the difference between a Committee and a Board.

Failed for a lack of second.

C. Commissioners present their appointee to the Charter Review Committee – 3:21:35

Mayor Alison Dennington appointed Bruce Larson.

Vice Mayor Dawn Barlow appointed Kathy Ivers-Osthus.

Commissioner Tim Reed appointed Charles Leps.

Commissioner Anna Butler appointed Jessica Martinez.

Town Clerk Amber Brown provided Commissioner Baldwin's appointee James Simmons.

Mayor Alison Dennington spoke about how James Simmons is on the Board of Adjustment and believes that is a problem.

Town Attorney Ryan Knight spoke about how the Town Clerk will contact the members to schedule the first meeting. He would chair the meeting until they elect a chairperson. At the first meeting, a schedule will be created and he will provide a summary.

Commissioner Anna Butler confirmed that this Committee would fall under Sunshine.

Town Attorney Ryan Knight said he would go over Sunshine Law with them at the meeting.

Mayor Alison Dennington asked if the work of the Committee would be affected if a resident challenges someone being on two boards, and what happens if someone becomes ill and has to vacate their seat.

Town Attorney Ryan Knight said if there is a lawsuit filed it would affect timelines, if a lawsuit is pending they would continue working how they see fit. Said the Resolution stipulates if there is a vacancy, it will be filled at the next regular or special Town meeting upon selection by the original appointing Commission member.

D. Consideration on instituting paid parking at 6th Ave Kayak Launch – Commissioner Tim Reed – 3:29:25

Commissioner Tim Reed said instituting paid parking was mainly to address unattended vehicles there. He was thinking this could go on the task list. Said the Town could use existing kiosks, have signing pointing people to use them or the app. Also said residents would still have free usage via their parking permits.

Commissioner Anna Butler asked if this is to solve a problem or is this to bring revenue.

Commissioner Tim Reed spoke about it being a combination of both. It would generate revenue, and assist with parking.

Mayor Alison Dennington spoke about how she has never seen a time when it is fully parked and too busy. Concerned with messing with something that does not have a problem. If residents start to have an issue launching their boat then look into it. Not against it because residents wouldn't have to pay. Spoke about informally asking the residents their opinion, possibly on Facebook.

Vice Mayor Dawn Barlow spoke about not being sure there is a problem that needs to be solved. Sees activity at the ramp, but not a backlog. There are other priorities right now.

Town Manager Elizabeth Mascaro spoke about how there would need to be parking spots because that is how people pay. Said there would not need to be a kiosk, people could use the app on their phones to pay and it could calculate a different fee for a trailer.

Mayor Alison Dennington said her husband launches there and he said it does get busy occasionally, but he has never had an issue being able to launch.

Commissioner Tim Reed spoke about how there have been times when he has gone there and it was too busy, so he had to leave and come back later. Said there is paid parking in similar areas in town.

Mayor Alison Dennington spoke about one idea to test it is to have some free spots and some paid spots.

Gail Gowdy – 215 Ash – Spoke about having friends on Sixth and that area is the only place in Town that is not paid parking that is used by a lot of outside people. It should be consistent. - 3:43:35

Bruce Larson – 1507 Pine – Spoke about wanting to disincentivize outside people from using it. The majority of people using the ramp are not Town residents. Limit the amount of use of it and save it for the residents.

Scott Bartczak - 204 Fir – Spoke about using the launch a lot. It is too small to be considered a revenue stream. What about it being a resident only, so you need a sticker.

Mayor Alison Dennington spoke about trailers of different sizes, thought that the Public Works Director could possibly go over and take measurements. Suggested tabling this, but to come back with options with trailer size and how many would fit.

Vice Mayor Dawn Barlow asked about the state as far as projects related to the boat ramp and drainage issues.

Town Manager Elizabeth Mascaro said one project was the seawall. The Town put coquina down that is working, it's taking on the waves and dispersing the water. Recommended one more truck load be dumped on the water side. The second project was looking at doing some landscaping. Pine Street is pitched which causes water issues. There is no water there for landscaping, and the coquina rock is doing really well.

Mayor Alison Dennington said there will always be expenses including the seawall, so even if the paid parking didn't bring in a lot of money, it could still create a fund for that.

Town Manager Elizabeth Mascaro spoke about how another idea is to create a boat sticker to allow non residents to purchase a sticker.

Vice Mayor Dawn Barlow said you could also cap the number of stickers for guests.

The Commission spoke about liking that idea.

Commissioner Tim Reed spoke about being okay with tabling it. Doesn't have a problem with the idea of making it exclusively residents, although that might have some blow back.

Commissioner Tim Reed made a motion to put this on the task list to develop the plan and proposal for the 6th Ave paid parking and bring it back in February; Vice Mayor Dawn Barlow seconded; Motion carried 4-0.

- E. Consideration on instituting paid parking at the east end of Ocean Ave – Commissioner Tim Reed - 4:03:20

Commissioner Tim Reed started by confirming that is Town property, not part of Ocean Park. Said there is beach access parking at the end of every other street. Maintain emergency access, add marked number spaces, no need for a kiosk. There's no need to

add a crossover. Right now the parking spaces are for 30 mins, no unattended vehicles. Maintain some of those spots. This would allow residents to use the resources in Ocean Park without having to pay to park. The revenue from this area would not be included in the Ocean Park parking (it would go to Ryckman fund).

Mayor Alison Dennington spoke about liking the idea. This would bring a lot more revenue.

Town Manager Elizabeth Mascaro spoke about how the Town does own this land.

Vice Mayor Dawn Barlow confirmed potential costs to redesign this could be absorbed by parking and said she would be in favor of exploring the idea.

Commissioner Anna Butler spoke about how she would be very unhappy with adding more congestion to that area. People stop to take a picture of the beach. There is the curve there that confuses people and she is not for it. There are safety concerns.

Vice Mayor Dawn Barlow asked if FDOT would have a say.

Town Manager Elizabeth Mascaro said she does not think so. FDOT required the Town to change the parking into Ocean Park. Spoke about how it is Town property, but FDOT might weigh in on the entrance and exit.

Scott Bartczak – 204 Fir – *Please do not do this. If you put parking there, people are going to park there and then residents will have no place to go. It is one of the few places you can see the water.*

Gail Gowdy – 215 Ash Ave – *Said a lot of handicapped people drive there to see the ocean.*

Jessica Martinez - 301 Ave A – *Spoke about being opposed to adding parking there. Someone is going to get run over. It is too tight there and confusing.*

Commissioner Tim Reed spoke about not making a motion because it does not seem to have support.

Commissioner Tim Reed spoke about having a long term plan for a reliable arrangement for a Magistrate. Trying to strengthen ordinances and have better enforcement, that could lead to more need for things going to Magistrate. Said the current Magistrate might be near the end of their career. Looking for an effort to start the search now to have a Magistrate in place for the future. Said he was not trying to slight the Magistrate in any way, shape or form, just did not want to have a gap.

Mayor Alison Dennington said the current Magistrate is very well respected and knowledgeable.

Town Manager Elizabeth Mascaro spoke about starting to have the conversation to have a backup plan.

Mayor Alison Dennington mentioned FLC and that they do have a provision, it's a free service where you can advertise for any position. Could you put something on there saying we have a Magistrate but might be looking for one?

Town Manager Elizabeth Mascaro said they could put something out there as far as how frequently they would meet and see if there is any interest.

Commissioner Tim Reed made a motion to have the review and search for a new magistrate be added to the task list with a due date of February 2025; Vice Mayor Dawn Barlow seconded; Motion carried 4-0.

- F. Consideration on contracts for vacation rental tracking companies – Town Manager Elizabeth Mascaro – 4:27:05

Town Manager Elizabeth Mascaro spoke about receiving information on 2 companies, Orange Data and Deckard Technologies, but found a 3rd. The 3rd company GovOS cannot meet until January 3rd. Out of the other 2 companies, feels very strongly about Deckard. They have a comprehensive package with an annual cost of \$13,500 with three separate modules. Can opt out of individual modules later.

Mayor Alison Dennington thanked the Town Manager for the report and agreed with her about Deckard. Wants to wait until the new short term rental ordinance is passed.

Commissioner Anna Butler asked if Indian Harbour also looked into Deckard.

Town Manager Elizabeth Mascaro said the person she spoke with from Indian Harbour did not recall the name Deckard.

Vice Mayor Dawn Barlow asked if they keep a percentage of the collection. Would we have access to the data?

Town Manager Elizabeth Mascaro spoke about not delving into that yet. Due to public records laws in Florida we would have to have access to the data.

Commissioner Tim Reed spoke about how this is good, but it would be good to have some more time to get the additional information from the 3rd company. Can they really fence the Town of Melbourne Beach off from the rest of south Melbourne Beach? Mentioned the core module, the \$5,000 one, where they do the research and come up with the numbers, registration portal and hotline are additional options. Can see the benefit of starting with all three and then tailor back.

Mayor Alison Dennington said that was the same question she had at the conference she attended and the person who showed her about Deckard there showed her it's possible and how. Wants to know if they would consider a reduced amount for the first year.

Town Manager Elizabeth Mascaro said they can designate the Town of Melbourne Beach. Able to tailor a lot of the information.

Commissioner Tim Reed said the Town Manager reached out to Indian Harbour Beach, the literature provided some references, two of them are beach side communities, thought it would be worthwhile to get their perspectives.

Town Manager Elizabeth Mascaro said she has a meeting with the Town Manager of Cocoa Beach on Friday.

Mayor Alison Dennington asked the Town Manager to ask Cocoa Beach about the new ordinance they passed about the advertisement.

Bruce Larson – 1507 Pine – Spoke about how he has done some research into this. Deckard seems like this is their primary business and they are very timely. Whereas a lot of the other companies, it is one module of many. Deckard is a very good option and at a good price.

Scott Bartczak – 204 Fir – Spoke about making sure this is really only doing a service, but don't have them be the police and go after residents for money.

Vice Mayor Dawn Barlow made a motion that we hold this to the January meeting to include a third party that the Town Manager will get additional information on that and that will also sync up with the first reading of the short term rental; Commissioner Anna Butler seconded; Motion carried 4-0.

13. Administrative Reports

A. Town Attorney

No additions.

B. Town Manager – 4:49:29

Town Manager Elizabeth Mascaro spoke about meeting with Land and Sea who provided a quote for some repairs to the pier. They have already given an estimate and it's been submitted to FEMA. The new Code Enforcement Officer will start in January, His name is Robert. He currently works at the airport, but prior to that for around 10 years he worked as a process server for the County. Has a master's degree in criminal justice. Five people applied, there were 3 follow-up interviews and he was the choice.

Mayor Alison Dennington spoke about wanting the Town Manager's report beefed up, but does believe it is being worked on with the task list.

Vice Mayor Dawn Barlow wanted clarification on the task list versus the Town Manager's report.

Town Clerk Amber Brown said the task list is separate from the Town Manager's report.

Mayor Alison Dennington said her issue was there was never a definition of task list.

Town Manager Elizabeth Mascaro said it could be called a research list.
Commissioner Tim Reed asked about the paving project and if the company is responsible for returning Circle Park to its prior condition.

Town Manager Elizabeth Mascaro said she would call and confirm if they will be done before the new year. Said the original and current scope of the work goes to Pine so there will be no additional cost, and they will replace the sod in the Park.

14. Commission Reports

15. Task List

16. Public Comment

17. Adjournment

Vice Mayor Dawn Barlow made a motion that we adjourn; Commissioner Anna Butler seconded; Motion carried 4-0.

Meeting adjourned at 11:05 p.m.

ATTEST:

Alison Dennington
Mayor

Rachel Pembroke
Transcriptionist

Town Commission Meeting

Section: Unfinished Business

Meeting Date: February 19, 2025

From: Mayor Alison Dennington

RE: Resolution 2025-01 Supporting the 2025 Florida League of Cities
Legislative Platform

Background Information:

In an effort to build support for the Florida League of Cities (FLC) 2025 Legislative Platform, they requested the Town adopt a resolution.

During the January 15, 2025 Regular Town Commission Meeting the Commission voted 3-2 to proceed with a resolution supporting the 2025 Florida League of Cities Legislative Platform.

Recommendation:

Consider adopting Resolution 2025-01 supporting the 2025 Florida League of Cities Legislative Platform.

Attachments:

- Resolution 2025-01 Supporting the 2025 Florida League of Cities Legislative Platform
- Florida League of Cities 2025 Legislative Platform

RESOLUTION NO. 2025-01

**A RESOLUTION OF THE TOWN OF MELBOURNE BEACH,
BREVARD COUNTY, FLORIDA, URGING MEMBERS OF
THE FLORIDA LEGISLATURE TO SUPPORT THE 2025
FLORIDA LEAGUE OF CITIES' LEGISLATIVE
PLATFORM.**

WHEREAS, the Florida Legislature will convene the 2025 Legislative Session on March 4, 2025; and

WHEREAS, the membership of the Florida League of Cities (FLC) adopted its 2025 Legislative Platform during the FLC Legislative Conference on December 6, 2024; and

WHEREAS, the Town of Melbourne Beach supports the 2025 FLC Legislative Platform, which includes:

- Supporting legislation that allows for a collaborative approach that balances the pressing needs for affordable and workforce housing while respecting the ability of local governments to effectively manage growth to ensure developments align with the character, capabilities and resources of each community.
- Supporting legislation that ensures all vehicles, regardless of fuel type, contribute fairly to the funding of Florida's transportation infrastructure, which will allow cities to maintain safe and reliable roads for all residents.
- Supporting the preservation of municipal authority over utility revenues and the ability to realize a reasonable rate of return on utility assets. Legislation should honor current practices, existing contracts, utility operation and maintenance costs, service territory obligations and revenues obligated for debt service and planned projects.
- Supporting the levy of property taxes by municipalities to provide critical services such as infrastructure, police, fire and emergency services. Further changes or exemptions to the property tax system and tangible personal property taxes would create inequities and unfairly shift the tax burden onto families, homeowners, renters, businesses and our most vulnerable population.
- Supporting the preservation of reasonable sovereign immunity liability caps for municipal governments to protect taxpayer funds and ensure the delivery of public services; and

WHEREAS, the Town of Melbourne Beach also supports the FLC policy positions relating to:

- Annexation
- Impact Fees
- Local Business Taxes
- One Water
- Public Safety Recruitment and Retention.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Melbourne Beach, Florida, that:

Section 1. The Town of Melbourne Beach will work with our local legislative delegation in support of these and other issues affecting Florida's cities, towns and villages during the upcoming 2025 Legislative Session.

Section 2. A copy of this resolution shall be provided to the members of our local legislative delegation and the Florida League of Cities, Inc.

PASSED AND ADOPTED by the Town Commission of the Town of Melbourne Beach, Brevard County, Florida, at its regular meeting this 19th day of February 2025.

ATTEST:

TOWN OF MELBOURNE BEACH,
FLORIDA, a Florida Municipal Corporation

Amber Brown, CMC
Town Clerk

By: _____
Alison Dennington, Mayor

(TOWN SEAL)



PRIORITIES:

Affordable Housing

The Florida League of Cities SUPPORTS legislation that allows for a collaborative approach that balances the pressing needs for affordable and workforce housing while respecting the ability of local governments to effectively manage growth to ensure developments align with the character, capabilities and resources of each community.

Electric Vehicles

The Florida League of Cities SUPPORTS legislation that ensures all vehicles, regardless of fuel type, contribute fairly to the funding of Florida's transportation infrastructure, which will allow cities to maintain safe and reliable roads for all residents.

Enterprise Fund Transfers and Extraterritorial Surcharges

The Florida League of Cities SUPPORTS preserving municipal authority over utility revenues and the ability to realize a reasonable rate of return on utility assets. Legislation should honor current practices, existing contracts, utility operation and maintenance costs, service territory obligations and revenues obligated for debt service and planned projects.

Property Taxes

The Florida League of Cities SUPPORTS the levy of property taxes by municipalities to provide critical services such as infrastructure, police, fire and emergency services. Further changes or exemptions to the property tax system and tangible personal property taxes would create inequities and unfairly shift the tax burden onto families, homeowners, renters, businesses and our most vulnerable population.

Sovereign Immunity

The Florida League of Cities SUPPORTS preserving reasonable sovereign immunity liability caps for municipal governments to protect taxpayer funds and ensure delivery of public services.

POLICY POSITIONS:

Annexation

The Florida League of Cities SUPPORTS legislation that facilitates the municipal annexation of unincorporated areas in a manner that respects municipal boundaries, protects private property rights and encourages cooperation between municipal and county governments.

Impact Fees

The Florida League of Cities SUPPORTS protecting municipal authority to set impact fees that safeguard existing taxpayers from incurring additional infrastructure costs.

**Local Business Taxes**

The Florida League of Cities SUPPORTS preserving municipal ability to collect local business taxes in order to foster economic growth, ensure public safety, deliver emergency services and drive community development.

One Water

The Florida League of Cities SUPPORTS the state legislature's endorsement of One Water policies that seek to enhance integration between different water systems while maintaining local flexibility.

Public Safety Recruitment and Retention

The Florida League of Cities SUPPORTS legislation and funding to enhance recruitment and retention of municipal public safety personnel, which will help communities maintain effective emergency response and public safety services.

Town Commission Meeting

Section: Unfinished Business
Meeting Date: February 19, 2025
From: Commissioner Anna Butler
RE: Resolution 2025-03 Town Commission Rules and Procedures

Background Information:

The team meetings are excessive in length, leading to inefficiency and ineffectiveness as decisive outcomes can be difficult to discern. Additionally, the Town residents are reticent to attend meetings and are often, if they do attend, unable to remain throughout the length of the meetings, preventing them from having their opinions and concerns aired during Public Comment

During the January 15, 2025 Regular Town Commission Meeting the Town Commission discussed updating the Town Commission Rules and Procedures Resolution. The Commission then voted to add this item to the February 5, 2025 Town Commission Workshop.

During the February 5, 2025 Town Commission Workshop the Commission discussed changes to be made to the Resolution.

Recommendation:

Consider approving Resolution 2025-03 Town Commission Rules and Procedures.

Attachments:

Resolution 2025-03 Town Commission Rules and Procedures

RESOLUTION NO. 2025-03

A RESOLUTION OF THE TOWN OF MELBOURNE BEACH BREVARD COUNTY, FLORIDA MODIFYING AND RESTATING TOWN COMMISSION RULES AND PROCEDURES; MAKING FINDINGS; ESTABLISHING MEETING RULES OF PROCEDURE; ESTABLISHING THE SEATING ARRANGEMENTS AT MEETINGS; SETTING THE AGENDA; PROVIDING FOR ACTION BY CONSENT; SETTING THE TYPES OF MEETINGS; PUBLIC NOTICE OF MEETINGS; SETTING FORTH RULES TO ADDRESS THE TOWN COMMISSION AND PROCEDURES TO ADDRESS LAND DEVELOPMENT AND QUASI-JUDICIAL MATTERS; PROVIDING FOR COMMISSION AND STAFF RESPONSE TO PUBLIC COMMENTS; SETTING RULES OF DEBATE; SETTING A TIME FOR ADJOURNMENT OF MEETINGS; PROCEDURES FOR MINUTES OF TOWN COMMISSION MEETINGS; PROVIDING PROCEDURES FOR AMENDING OF THE RULES; REPEALING PRIOR RULES OF PROCEDURE; PROVIDING THE METHODOLOGY FOR REQUESTS BY A COMMISSION FOR ACTION BY THE TOWN MANAGER, TOWN CLERK, OR TOWN STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission recognizes and acknowledges the need and requirement for established procedures to be implemented in order to facilitate orderly and respectable regular and special Town Commission meetings; and

WHEREAS, the Town Commission desires to define its procedures in a single document which will allow interested parties to easily understand Commission procedures and that may be revised from time to time in response to changing circumstances, and

WHEREAS, this resolution shall act as a guide and framework for Town Commission procedures;

WHEREAS, this resolution is intended to supersede all previously adopted rules of procedures, including but not limited to Resolution Nos. 702, 708, 729, 744, 3-2005, 2007-15, 2008-22, 2009-10, 2012-01, 2012-02, 2012-14, 2016-01,~~and 2016-12,~~ and 2023-10.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Melbourne Beach, Brevard County Florida that the following policies and procedures are hereby accepted, amended, restated, adopted, and words underlined constitute new text, and words ~~stricken through~~ constitute deleted text:

Section 1. Rules of Procedure.

(A) Pursuant to Section 1-20, Town Code, the Town Commission shall utilize the Robert's Rules of Order, Newly Revised (12th ed. 2020) as its official rules of procedure.

[**COMMISSION INTENT:** Currently, the 12th edition of Robert's Rules of Procedure is the most current version of the rules.]

(B) These policies and procedures shall be adopted, amended, or repealed by amending the adopting resolution. These policies and procedures shall supplement and supervene Robert's Rules of Order to the extent of a conflict.

(C) These policies and procedures may be adopted, amended, or repealed by a two-thirds vote of the full Town Commission.

Section 2. Seating at Meetings.

(A) The seating of Commissioners at any meeting shall be as set forth herein. The Mayor shall be seated in the middle with two Commissioners seated on the Mayor's right and two Commissioners seated on the Mayor's left.

(B) The following seating arrangement shall be used unless all Commissioners agree on an alternative seating arrangement. The Vice Mayor shall be seated to the Mayor's right. The Commissioner having the most consecutive or non-consecutive service on the Commission shall be seated to the Mayor's left. The Commissioner having the second most consecutive or non-consecutive service on the Commission shall be seated to the Mayor's extreme right. The Commissioner having the third most consecutive or non-consecutive service on the Commission shall be seated to the Mayor's extreme left.

In the event that two Commissioners are tied for the amount of service on the Commission and if both members were most recently selected at the same election, the Commissioner winning by the greater number of votes shall be considered to be the more senior member of the Commission.

If two Commissioners are tied for seniority, seniority shall be determined by the flip of a coin by the Town Clerk in the presence of both Commissioners, and the member whose last name begins with the letter closest to "z" shall be designated as having called heads.

Section 3. Setting the Agenda.

(A) The Town Manager and Town Clerk prepare the agenda for a regular meeting. The order of business for a regular meeting shall be as follows:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance and Moment of Silence
4. Meeting Agenda-Additions/Deletions/Changes
5. ~~Consent Agenda~~
6. ~~Proclamations/Presentations/Awards~~
7. ~~Finance/Budget Report~~
8. ~~Department and Board/Committee Reports~~
9. ~~Public Comment (non-Agenda items)~~
10. ~~Public Hearings/Special Orders~~
11. ~~Unfinished Business~~
12. ~~New Business~~
13. ~~Administrative Reports~~
14. ~~Commission Reports~~
15. ~~Task List~~
16. ~~Public Comment~~
17. ~~Adjournment~~
5. Proclamations/Awards
6. Presentations by Special Guests (Maximum of 5 Minutes)
7. Public Comment (Non-Agenda Items)
8. Consent Agenda
9. Public Hearings/Special Orders
10. Unfinished Business
11. New Business
12. Finance/Budget Report
13. Town Staff/Board Reports
14. Commission Reports
15. Task List
16. Adjournment

(B) Adding Items to the Agenda:

(1) The general closing date for items to be placed on ~~the any~~ Town Commission regular, special, or workshop meeting agenda is 5 p.m. on the ~~Wednesday~~ second Friday preceding ~~the scheduled regular a Wednesday~~ meeting.

(2) A Commissioner may request any task list item on which the Commission will vote or discussion item to be placed on the upcoming regular meeting agenda. The Commissioner desiring to have an item placed on the agenda shall notify the Town Clerk and present the item in writing to the Town Clerk no later than the closing date outlined in item (1) above. Notification to the Town Clerk shall be done in writing with the item written as it should be presented on the agenda. The agenda title shall state the specific purpose or topic of the item. Items with a vague title will not be included on the agenda. The name of the Commissioner requesting the topic shall also be identified with the agenda item. Items placed on an agenda by a Commissioner must include associated backup. Such backup must be submitted to the Town Clerk

for inclusion in the agenda packet by 5 P.M. on the ~~Wednesday~~ second Friday preceding the ~~scheduled regular~~ Wednesday meeting.

(3) Staff members may request that the agenda be supplemented with an additional item after the closing date by requesting such item through the Town Manager. Supplemental items should be administrative, time-sensitive items. ~~In no event shall items be added to a Town Commission regular meeting agenda within the forty-eight (48) hours preceding such meeting.~~

(4) No item, once placed on an agenda, may be removed there-from without the approval of the Commissioner placing the item on the agenda. An item placed on the agenda by the Town Manager may be removed by the Town Manager at any time. An item placed on the agenda by the Town Attorney may be removed by the Town Attorney at any time.

Section 4. Action by Consent. By general, unanimous, or silent consent, the Commission can do business with little regard for the rules of procedure, as they are made for the protection of the minority, and when there is no minority to protect, there is little need for the restraint of the rules, except such as protect the rights of absent members. In the former case the consent of the absentees cannot be given. A single objection defeats a request for general consent. By the legitimate use of the principle that the rules are designed for the protection of the minority, and generally need not be strictly enforced when there is no minority to protect, business may be greatly expedited. When there is evidently no opposition, except in the case of state law requiring a recorded vote or when an ordinance or written resolution is being adopted in final form, the formality of voting can be avoided by the Mayor asking if there is any objection to the proposed action, and if there is none, announcing the result. The action thus taken is said to be done by general consent, or unanimous or silent consent. Thus, after an order has been adopted limiting the speeches to two minutes each, if a speaker is so interesting that when their time has expired there is a general demand for them to go on, the Mayor, instead of waiting for a motion and taking a vote, could accept it as the will of the assembly that the speaker's time be extended, and would direct them to proceed. Or, the Mayor might say that if there is no objection, the member's time will be extended two minutes, or some other time. (Excerpts from Roberts' Rules of Order).

Section 5. Types of Meetings.

(A) **Regular Meetings:** Regular meetings of the Town Commission shall be held on the third Wednesday of each month in the Community Center, unless the Town Commission designates a different date, time or place by a consensus of the Town Commission present at a preceding meeting. At a regular meeting of the Commission, motions may be made and action taken on any subject on the agenda. Administrative or emergency issues may be added to the agenda, but no final action may be taken if the Charter, the Code, Florida or Federal law require an advertised public hearing.

(B) **Special Meetings:** Special meetings may be called in accordance with Section 2.11 of the Town of Melbourne Beach Charter, which states as follows: Section 2.11. "Special meetings

limited to the subjects specified in the call may be convened by the Mayor, any one (1) Commission member, or the Town Manager, upon at least twenty-four (24) hours' notice to each member and to the Public." Additional items shall not be added to the agenda of a special call meeting by any individual.

To the extent possible, the Town Commission shall attempt to schedule special and workshop meetings on the first Wednesday of each month to facilitate planning and scheduling for individual commission members, town staff, and the public. This paragraph is not to be construed that a special meeting shall be automatically mandated for the first Wednesday but only if such a meeting is requested.

(C) Workshop Meetings: Workshop meetings shall be called in the same manner as a special meeting. No binding decisions shall be made at a workshop meeting; therefore, motions may be proposed and dispensed with, only to determine the majority intent or desire of the Commission and to facilitate progress of the meeting.

(D) Emergency Meetings: Emergency meetings shall be in accordance with Section 2.11 of the Town of Melbourne Beach Charter, which states as follows: Section 2.11. "The Commission shall provide, by ordinance, for the holding of an emergency meeting and shall prescribe the means of serving or furnishing notice of emergency meetings. Action taken at emergency meetings must be ratified at the next regularly scheduled meeting of the Town Commission."

Section 6. Public Notices. Public notices for Town Commission ~~regular~~ meetings shall be posted on the Town bulletin board and the Town's website by 5 p.m. ~~on the Friday preceding the regular~~ seven days before the meeting. However, failure to do so shall not affect the legality of the meeting or the validity of any actions taken at the meeting. Items shall not be added to a Town Commission regular meeting agenda after this time, unless done in accordance with Section 3.B.(3). Special meeting public notices shall be posted in accordance with Section 2.11 of the Town of Melbourne Beach Charter. Workshop meeting and Emergency meeting public notices shall be posted the same as a special meeting. Meeting notices will be posted by staff where allowed.

Section 7. Decorum: Addressing the Commission.

(A) Any speaker who becomes unruly, screams, uses profanity or shows poor conduct may be asked to leave the lectern and return to their seat by the Mayor. Should the speaker refuse to leave the lectern and return to their seat, the Mayor may rule the speaker "out of order." Should the speaker still refuse to leave the lectern and return to their seat, the Mayor may ask an assigned law enforcement officer to remove the speaker from the meeting.

(B) Any person may be allowed to address the Commission which may include residents and non-residents, property owners or guests invited by the Commission or the Town Manager. Employees of the Town may not address the Commission regarding their job descriptions and/or job related requirements if such comment would circumvent the chain of command. Members of the public shall not address individual members of the Commission but shall address the Commission as a whole through the Mayor.

(C) Speakers must come to the lectern to speak, but they may come to the lectern only after they have been recognized by the Mayor.

(D) No individual shall address the Commission until said person discloses who he or she is representing (if other than himself or herself), and discloses his or her name and address. If the speaker's name is difficult to spell or otherwise confusing, the Mayor shall stop the speaker from addressing the Commission and ask the speaker to spell his or her name for the benefit of the Clerk and the record.

(E) Special interest groups are encouraged to select a representative to speak for them in order to conserve time and avoid repetition. In the event that a representative is selected, a list of the names and addresses of all concerned citizens who are present may be given to the Town Clerk for inclusion in the record. In no case will the selection of a representative speaker result in another citizen being denied the opportunity to speak.

(F) Members of the public seeking to address the Commission may do so under the "Public Comments" area of the agenda and should prepare their remarks before addressing the Commission in an effort to be concise and to the point. Except as provided in rule sub-section (H) below, members of the public are limited to a total of three minutes to address the Commission. However, by consensus of a majority of the Commissioners present, this time may be extended for a specific additional amount of time. The Town Clerk shall carefully time the presentation of anyone addressing the Commission. This rule of procedure shall be included on agendas to advise the public and those wishing to speak.

(G) If an individual wishes to speak on a Consent item, they may do so by either:

(1) Approaching the Mayor or a member of the Town Commission prior to the start of the meeting and request that the item be removed from the "Consent Agenda".

(2) Requesting discussion or explanation under the "Public Comments" portion of the agenda understanding that they must address the Commission within the time allotment of 3 minutes. The Mayor, Commission or Staff may then address the individual as outlined in Section 9.

(H) With regard to quasi-judicial matters, the three-minute rule shall be waived for any person making a record for possible court review. The Mayor shall determine from the speaker the amount of time needed. The Mayor upon showing of good cause by the speaker with the consensus support of a majority of those Commissioners present, shall adjust the amount of time necessary for the speaker to make a record for court review. The Mayor, on its own motion, may shorten the revised time at any time that the speaker becomes redundant or strays from the issues before the Commission.

(I) Speakers shall address only the issues before the Commission, unless speaking under the "Public Comments" section of the agenda. Speakers shall avoid redundant comments.

(J) Except in the case of land development items as described in Section 8, the sequence for agenda-item discussion shall be as follows:

- (1) Mayor introduces item by reading it from the agenda.
- (2) Mayor asks for a brief staff overview/explanation of the item.
- ~~(3) The item is open for discussion by the Town Commission.~~
- ~~(4) Each commission member is given an opportunity to speak before a member speaks a second time.~~
- ~~(5) Public Comment will be solicited on all items except those determined to be an exception to the rule by majority vote of the Commission. Citizen comments are limited to three minutes. A speaker may only address the commission one time on an item.~~
- ~~(6) Additional comments from the Commission are entertained.~~
- ~~(7) Mayor asks for a motion to be introduced on the item. Mayor ensures that a second to the motion is received. If no second is received, the Mayor announces that the motion dies for lack of a second. Another motion is solicited.~~
- (3) Mayor asks for a motion to be introduced on the item. Mayor ensures that a second to the motion is received. If no second is received, the Mayor announces that the motion dies for lack of a second. Another motion is solicited.
- (4) The item is open for discussion by the Town Commission.
- (5) Each commission member is allowed to speak twice. Each commission member is given an opportunity to speak for 3 minutes before a member speaks a second time for 2 minutes.
- (6) Public Comment will be solicited on all items except those determined to be an exception to the rule by majority vote of the Commission. Citizen comments are limited to three minutes. A speaker may only address the Commission one time on an item.
- (7) An additional comment from each commission member is entertained and limited to 1 minute.
- (8) Mayor calls for a vote.

(K) The Mayor may pass the gavel to make a motion. The Mayor shall also have the power to recommend to the Commission a particular motion.

(L) With the consent of a majority of the members of the Commission present at a meeting, the Mayor has the power to change the order of business on the agenda.

Section 8. Land Development Issues and Quasi-Judicial Matters.

(A) Land Development Matters. A land development matter includes quasi-judicial permits or approvals and legislative zoning and comprehensive plan decisions.

(B) The sequence for agenda-item discussion shall be as follows:

(1) The Mayor shall introduce the agenda item;

(2) The Mayor shall request the Town Attorney to read the item by title if an ordinance or resolution is being considered;

(3) The Mayor shall ask the Town Manager, Town Attorney or other appropriate staff member to provide background detail with regard to the proposal;

(4) The Mayor shall ask any member of the Commission who has a voting conflict of interest to disclose the same. In the case of quasi-judicial matters, the Mayor shall ask any member of the Commission conducting an *ex parte* discussion with any non-Town staff person to disclose the same, as well as the substance of the discussion. In the case of quasi-judicial matters, the Mayor shall ask any member of the Commission conducting a site visit to a site subject to Town decision-making to disclose the same and any salient facts relating to the permit under consideration that the member noticed while on site.

(5) The Mayor shall invite the applicant for proposal approval to address the Commission;

(6) The Mayor shall invite citizen comment on the agenda item;

(7) The Mayor shall afford the applicant an opportunity to rebut, correct, or clarify citizen comment;

(8) The Commission discusses the item, including motion/second and other action.

Section 9. Commission/Staff Response to Public Comments. If under “Public Comments” a citizen’s concern can be addressed by (1) answering his/her questions in 1 minute; (2) by providing a 1 minute short explanation; or (3) by Commission’s directing the Town Manager to follow up, such action will be taken.

If responding to the matter will involve Commission discussion and subsequent Commission action or Commission vote, the matter shall be designated as an agenda item for the next regular Town Commission meeting.

If a concern involves a Consent item and cannot be resolved within a reasonable amount of time, the item shall be removed from the “Consent Agenda” and further discussed as the first item under “New Business”.

At no point shall members of the Town Commission or Town Staff engage in disorderly conduct when responding to recognized members of the public.

Section 10. Rules of Debate.

(A) During a presentation by a member of the public or staff member, Commissioners, staff members and members of the public shall avoid interrupting the speaker. After a speaker has completed comments or a presentation, the Mayor and members of the Commission may question the speaker.

(B) After all members of the public have been permitted to speak (if a public hearing or other items open to public discussion), the Mayor shall close the floor to the public. The Commission may then discuss the item pending before the Commission. Staff may participate in the discussion to the extent of furnishing information and pointing out the effect of a decision one way or the other. After a reasonable opportunity has been given to Commissioners to speak, the Mayor shall afford the Commission an opportunity to make a motion.

(C) When the Mayor has placed an item on the agenda for debate, the Mayor shall pass the gavel to the Vice Mayor.

(D) Point of Order. A point of order can be raised at any time when any member notices a violation of the rules or when a decision is made by the Chair that should have been made by majority vote of the Town Commission. The member raising the point of order shall remain seated and verbally state “Point of Order”. The chair shall immediately stop the proceedings and discussion, recognize the commissioner who has called the point of order, and ask the commissioner to state the violation or cause. The chair's duty is to make a decision, called a ruling, on the point of order. He may need to check the rules or the bylaws, or ask the parliamentarian for advice, but a point of order is usually ruled on in one of two ways:

The point is declared either "Well-taken," or "Not well-taken," and a short explanation of the ruling is given by the chair.

Should the member calling “point of order” disagree with the Chair’s ruling he or she may appeal that ruling (decision) to the Town Commission by stating as follows:

“I appeal the Chair’s ruling.”

The Chair shall immediately call for a vote of the Town Commission as to the ruling. In the event the majority Town Commission votes in favor of the appeal, the ruling shall not stand and the person calling the appeal may continue with debate or by making a motion.

Should the majority Town Commission vote against the appeal, the Chair's ruling stands and the meeting proceeds without further discussion on the point of order. In the event of a tie the ruling stands.

A point of order:

- Can interrupt a speaker who has the floor.
- Doesn't need to be seconded.
- Isn't debatable.
- Can't be amended.
- Is decided by the chair: unless appealed
- Can't be reconsidered.

Section 11. Time for Adjournment.

Regular, special, and workshop meetings shall adjourn at the pleasure of the Town Commission. In the interest of time, the Town Commission may elect to call a special meeting or place unfinished items on the next month's regular meeting agenda.

Section 12. Minutes.

(A) The Minutes of the previous meeting(s) shall be presented to the Commission under item a. of the "Consent Agenda".

(B) Commissioners should attempt to contact the Town Clerk prior to noon on ~~Tuesday~~ the second Friday before any regular meeting of the Commission to advise the Clerk of proposals to revise the minutes. If there is a question about what someone said or how someone voted, this will give the Clerk an opportunity to review the tape and any notes for a given meeting.

(C) At a regular Commission meeting, the Clerk shall advise the Commission of any revisions to be made to a pending set of minutes. If there are additional revisions to be included, the minutes shall be pulled from the "Consent Agenda" to be discussed under "New Business".

(D) After acknowledging the revisions to the minutes, the Mayor shall permit the minutes to be approved with the remainder of the "Consent Agenda".

(E) Minutes must be approved by at least three votes of the Commission.

(F) As provided in Section 1-26(d)(1)(B), of the Town Code, if minutes of a previous meeting are critical to a debate on an upcoming agenda by the Town Clerk, Town Manager, or the Town Commission, the Town Clerk shall attempt to prepare draft minutes and distribute them to the Commission prior to the meeting, unless excused from doing so by the Mayor. In all other cases, draft minutes shall be released as soon as possible after the Commission meeting to which they apply. Draft minutes shall be considered to be a public record once they have been completed by the Town Clerk; however, shall not be available via the Town website until approved by the Town Commission.

As provided in Section 1-26(c)(3), of the Town Code, any member of the Commission may have attached to the minutes an explanation of why said Commissioner voted in a particular manner. Said explanation shall not be subject to a vote by the other Commissioners and shall not exceed 250 words. The explanation must be submitted by the agenda closing date for the next regular meeting. Said explanation shall not contrast the Commissioner's vote with other members of the Commission. Said explanation shall show respect for the position of other Commissioners and shall merely explain why the Commissioner voted as he or she did. The explanation may be expunged from the minutes and maintained as a separate public record by a majority vote of the Commissioners for failure to adhere to this rule subsection.

Section 13. Amendment of Rules. As provided in Section 1-20, Melbourne Beach Code of Ordinances, the Town Commission may by four (4) votes amend or terminate rules of procedures.

Section 14. Effective Date; Repeal of Prior Rules. These rules are effective-immediately upon adoption. All prior rules of procedure of the Town Commission adopted by resolution, be and the same are hereby repealed, including but not limited to the rules set forth in Resolution No. 2023-10 (adopted May 17, 2023); Resolution No. 2016-12 (adopted October 19, 2016); Resolution 2016-01 (adopted February 17, 2016); Resolution No. 2012-14 (adopted December 19, 2012); Resolution No. 2012-02 (adopted March 21, 2012); Resolution No. 2012-01 (adopted January 18, 2012); Resolution No. 2009-10 (adopted July 15, 2009); Resolution No. 2009-10 (adopted July 15, 2009); Resolution No. 3-2005 (adopted May 18, 2005); Resolution No. 2008-22 (adopted Dec. 17, 2008); Resolution No. 2007-15 (adopted Dec. 19, 2007); Resolution No. 702 (adopted March 20, 2002); Resolution No. 708 (adopted July 17, 2002); Resolution No. 729 (adopted January 21, 2004); and Resolution No. 744 (adopted September 15, 2004).

[**TOWN COMMISSION INTENT:** In the past when the Town Commission has adopted new rules, reference has been made in the recitals that it was the intent of the Town Commission to supersede certain former rules. *See, e.g.*, the last recital in Resolution Nos. 3-2005, 2007-15, 2008-22, and 2009-10, all providing that Resolution Nos. 702, 708, 729, and 744 were to be "superseded." However, no former statement of repeal of past rules of procedure has ever been adopted by the Town Commission. The purpose of this provision is to formally manifest the intent of the Town Commission that previous rules of procedure are intended to be repealed, and that this resolution represents the currently effective rules of procedure of the Town Commission.]

In adopting, amending, and restating these rules of procedure, statements of Town Commission intent are not a part of any adopted rule of procedure and merely explain, as a form of legislative intent, the reason for the rule or background information relating to the rule.

Section 15. Requests by a Commissioner for Action by Town Manager, Town Clerk, or Town Staff. Any request by a Commissioner for action by the Town Manager, Town Clerk, or Town staff members must be in written form. An e-mail will suffice. In compliance with Section 3.03(b), Charter of the Town of Melbourne Beach, requests for action by a Town staff member

must be made to the Town Manager. Requests for action by the Town Clerk may be made directly to the Town Clerk but must be copied to the Town Manager. As used in this section, the term “action” includes any request for information, request for analysis, the production of public records as defined by Chapter 119, Florida Statutes, or the undertaking of any deed or act.

PASSED AND ADOPTED by the Town Commission of the Town of Melbourne Beach, Florida at a regular meeting this 19th day of February, 2025.

ATTEST:

TOWN OF MELBOURNE BEACH,
FLORIDA, a Florida Municipal Corporation

Amber Brown, CMC
Town Clerk

By: _____
Alison Dennington
Mayor

(TOWN SEAL)

Town Commission Meeting

Section: Unfinished Business
Meeting Date: February 19, 2025
From: Elizabeth Mascaro, Town Manager
Re: Parking at Sixth Avenue Boat Ramp

Background:

Commissioner Reed proposed paid parking at the Sixth Avenue boat ramp. Using the scaled drawing produced by Bowman Consulting on 6/28/23 for a beautification project at the boat ramp, it shows the following:

Three (3) forty (40) foot spaces, which would accommodate a truck and boat trailer on the north side of the lot.

One (1) forty (40) foot space on the south side of the lot.

Two (2) golf cart parking spaces on the north side of the lot.

Two (2) golf cart parking space on the south side of the lot.

One (1) twenty-three (23) foot automobile parking space on the south side of the lot.

Total parking: four (4) truck and trailer parking spots, four (4) golf carts and one (1) auto.

The drawing includes parking for an emergency (Fire Rescue) vehicle, and the north and south wall openings for the neighbors on either side of the lot.

This drawing depicts a kayak launch and rack and a gazebo, which were proposed and do not currently exist.

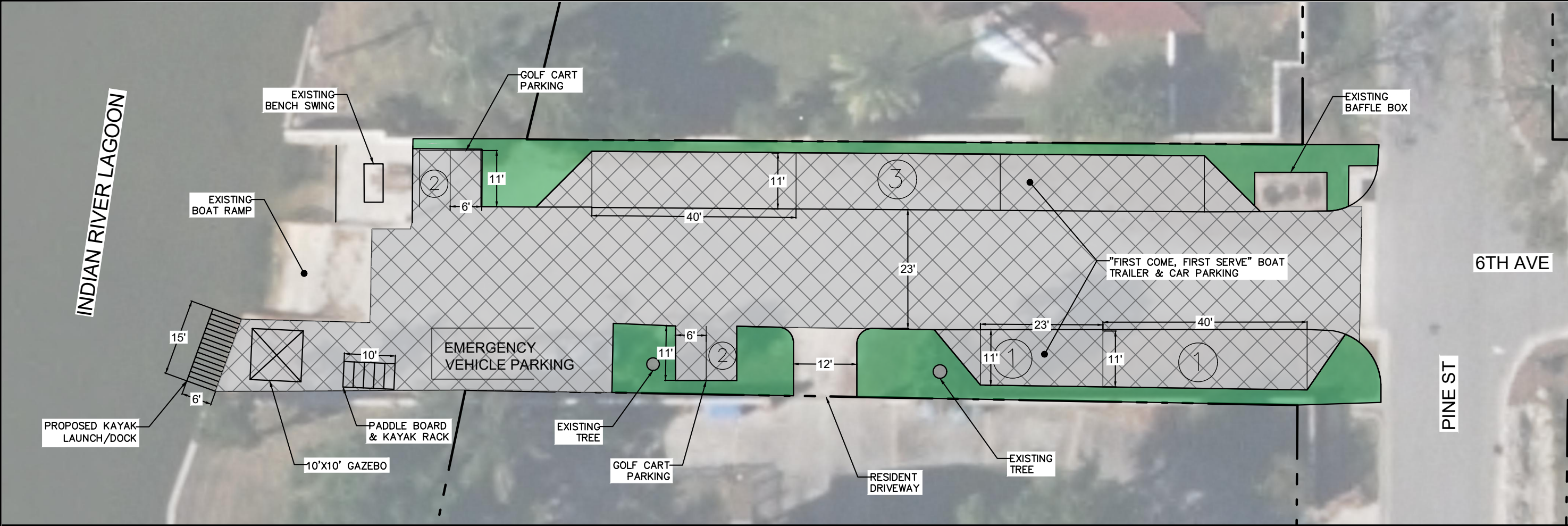
Pay To Park, parking signs would be posted at each spot with their parking spot number and the Parking App information on how to pay.

Recommendation:

Review for consideration

Attachments:

6/28/2023 Sixth Avenue Boat Ramp Improvements map

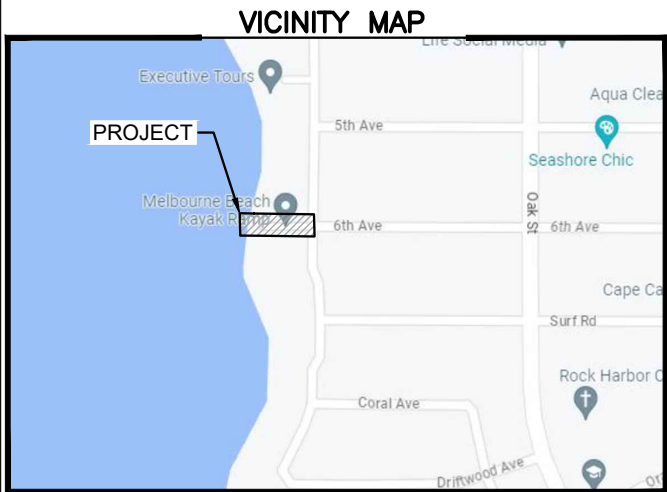


GENERAL SITE NOTES:

1. CONDITIONS MAY EXIST THAT COULD RESTRICT THE DEVELOPMENT OF THIS SITE AS SHOWN. THIS DRAWING IS INTENDED TO BE CONCEPTUAL ONLY AND ADDITIONAL RESEARCH AND DESIGN WOULD BE REQUIRED FOR THE PREPARATION OF A SITE PLAN THAT MEETS LOCAL JURISDICTIONAL CODES.
2. STORMWATER MANAGEMENT FACILITY SHOWN ON THIS PLAN ARE PURELY CONCEPTUAL AND IS SUBJECT TO CHANGE UPON FINAL CIVIL DESIGN. BCG DOES NOT PURPORT THAT WHAT IS SHOWN IS ADEQUATE TO MEET ALL JURISDICTIONAL REQUIREMENTS.
3. THIS EXHIBIT IS NOT INTENDED TO BE USED AS A CONSTRUCTION DOCUMENT, AND SHOULD NOT BE CONSTRUED IN ANYWAY TO BE USED FOR CONSTRUCTION PURPOSES.

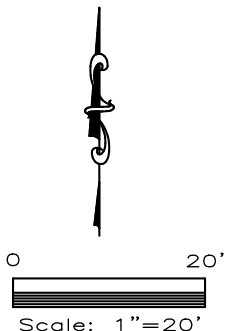
SITE DATA TABLE

PROJECT NAME	6TH AVE BOAT RAMP IMPROVEMENTS
PROJECT ADDRESS	--
PROJECT DESCRIPTION	PARKING LOT & BOAT DOCKING IMPROVEMENTS
TOTAL PARCEL/SITE AREA	+/- 11,555 SF (0.27 AC)
EXISTING ZONING	RIGHT-OF-WAY
JURISDICTION	TOWN OF MELBOURNE BEACH
TRAILER SPACES (10'x40')	4
PARALLEL SPACES (10'x23')	1
EMER. VEH. PARKING (10'x20')	1
GOLF CART PARKING (6'x11')	4
TOTAL PROPOSED SPACES	9



PROPOSED LEGEND

- PROPERTY LINE
- ① PARKING COUNT
- NATIVE DROUGHT-TOLERANT LANDSCAPING
- ▨ PROPOSED GEO-GRID GRAVEL PARKING LOT



CONCEPTUAL DESIGN
6TH AVE BOAT RAMP
IMPROVEMENTS
6TH AVENUE
MELBOURNE BEACH, FLORIDA

Bowman
Certificate of Authorization License No. 30462

KAS DSGN	VMB DRAWN	ZDK CHKD
011373-0-001 PROJECT NUMBER		
SCALE 1" = 20'		
VERSION 1A		

Bowman Consulting Group, Ltd.
4450 W. Eau Gallie Blvd
Suite 144
Melbourne, FL 32934
Phone: (321) 255-5434
Fax: (321) 255-7751
bowman.com
© Bowman Consulting Group, Ltd.

Town Commission Meeting

Section: Old Business

Meeting Date: February 19, 2025

From: Elizabeth Mascaro, Town Manager

Re: Old Town Hall Roof

Background: In December 2024, the Building Official had an agenda item for a new roof for Old Town Hall. Three Contractors bid the project, with G&C being recommend by the Building Official. G&C cost was 16,500. \$12,500 was allocated out of the FY 2025 budget -General Fund, department 19, for the roof replacement.

The Town Commission asked the Town Manager to provide more information about Old Town Hall and Brevard County's plans for the building. I sent an email to the Attorney for Brevard County, Morris Richardson. Mr. Richardson passed my request on to the new Parks and Recreation Director for the County, Ian Golden. Below is the response I received:

Based on my reading of the current lease (attached), the initial 25 year term doesn't expire until 11/17/26 and there is language for a 5 year renewal (which the Town has to request). The first step would be for the Town to make the renewal request or let us know that they would prefer a new lease (if they are looking to make a longer term investment in the building). If they are going to enact the renewal, as outlined in the current lease, it would not need to go back to the Board. Otherwise, a new lease would require a resolution to the Board specifically regarding a finding of fact that it continues to serve community interests and the building is not required by the County ("sic") for the County to use.

Recommendation:

- 1) The Commission may consider renewing the lease with the County now for an additional five (5) years or
- 2) The Commission could request a new twenty-five (25) year lease with the County under the same terms and conditions as our current lease.

Under recommendation 1, the five (5) year extention would not require any additional review by the County Board of Commissioners. Recommendation 2, would require the lease to be brought back to the County Commission.

Consider approving The \$4,000 difference between the allocated funds and the recommended bid for the roof would be taken out of General Fund, department 41

001-41-530.46.31 Old Town Hall repairs \$300.

001-42-530.46.40 Grounds maintenance \$3,700

Attachments:

Agenda cover 12/2024

Roof contracts (3)

TOWN COMMISSION MEETING

Section: New Business

Meeting Date: 12/18/2024

From: Robert Bitgood, Building Official

RE: Roof Replacement at Old Town Hall

Background Information: Roof is leaking

Recommendation: G&G Roofing Inc. – Stainless fasteners and aluminum components/drip edge/flashings.

Attachments:

Quote: G&G Roofing Inc.

Quote: Collis Roofing, Inc.

Florida Roof Brothers



Safety · Honesty · Integrity

*Flat
Metal
Tile
Shingle*

Customer Name: *Melbourne Beach History Center*

Street: *2373 Oak St.*

City / State / Zip: *Melbourne Beach, FL 32951*

Phone:

Email:

JOB # 103024-22/7

Date: *October 30, 2024*

Scope of work includes:

Stainless fasteners and aluminum components/drip edge/flashing

- Obtaining all required permitting and scheduled inspections
- Removal and disposal of all existing roofing materials *(up to one layer)*
- Inspecting and re-nailing the decking 6" on center with 8d ring shanks in the perimeter and field for local code compliance
- Installing Self Adhering (peel-n-stick, SWR) underlayment on entire home
- Replacing all exposed flashing, drip edge, lead boots, ridge vents, and gooseneck vents
- Installing CertainTeed Landmark 130MPH Limited Lifetime Warranty Dimensional Shingles with CertainTeed starter shingles and CertainTeed hip/ridge caps
- Saving existing soffit, fascia, and gutters with best effort when removal is needed
- 2 Sheets of plywood replacement and 8' of fascia board
- Maintaining a clean and safe work environment through the day along with magnetically sweeping the yard and landscaping for nails
- A Wind Mitigation Inspection Form will be completed (if applicable)

Any additional wood damage **must be replaced to be in compliance with current building codes** at \$68 per sheet of plywood and \$9 per linear foot of fascia. Additional wood replacement prices include all material and labor. Price does not include any painting nor stucco/siding repairs where deteriorated flashing had to be removed and replaced.

ALL WORK COMES WITH A TEN (10) YEAR WORKMANSHIP WARRANTY

TOTAL AMOUNT

\$16,500.00

Additional Notes:

Install a 2ply self-adhering flat roof system on low slope area over porch with granulated cap sheet.

Due to proximity to ocean stainless steel fasteners and aluminum flashing will be used to avoid premature deterioration.

G & G Roofing Construction Inc.

Date

Customer

Date

All final payments are due upon 100% completion of the roof unless previously discussed and noted in the contract. Due to the great amounts of weight of the materials G&G Roofing Construction Inc. is not responsible for any damaged or cracked driveways. Although G&G Roofing Construction Inc. takes all necessary precautions to protect all landscaping and keep surroundings as clean as possible during the roofing process, there may be roofing debris found after the fact. If included in the contract, the wind mitigation form will be completed but is considered a service free of charge with the reroof and shall not be held as a reason to withhold final payment. By both parties signing above are in mutual agreement to commence with the work stated above.

Brevard Office 321.301.4470 · Volusia Office 386.689.9285 · Orlando Office 407-917-3932 · Fax 321.301.4471

456 Gus Hipp Blvd. Rockledge, FL 32955

info@cflroofing.com www.cflroofing.com

State Certified Roofing Contractor #CCC1329326 · State Certified General Contractor #CGC1518534

**COLLIS ROOFING, INC.**

P.O. Box 520668
 Longwood, FL 32752-0668
 Ph. (321) 441-2300
 Fax (321) 441-2313
 Lic. # CCC058022

Estimator : Ray Hiltz
 Phone # : (407) 755-8044
 Email : rhiltz@collisroofing.com

Date:	9/25/2024	Phone:	321-403-6626
Attention:	Town of Melbourne Beach	Email:	pwsupervisor@melbournebeachfl.org
Job Address:	2373 Oak St Melbourne Beach Fl 32951		

Collis Roofing, Inc. proposes to supply the labor and materials necessary to apply your roofing as follows:

- A) Remove old single layer of shingles and underlayment and dispose of properly. If existing ice and water barrier is encountered during removal an additional layer of synthetic underlayment will be applied over existing without removal to bare deck. Additional layers of shingles will be billed at \$0.36/sqft.
- B) Inspect existing decking for water damage and re-nail according to code with 8d ring shank nails.
- C) We will remove and replace rotten or deteriorated wood as indicated on page 2 of this contract. (Note: **Wood replacement is not included in the total below**). **Collis Roofing will provide 2 sheets of ½" plywood or a \$190.00 woodwork credit. This is not a credit if not used. Initial**
- D) Collis Roofing, Inc. will provide all applicable permits.
 1. Supply and install code approved **Owens Corning Rhino G Self-Adhered** underlayment directly to the deck.
 2. Supply and install code approved **26ga transition metal from low slope to steep slope**.
 3. Supply and install code approved 2 ½" galvanized painted eave drip and secure to the roof deck with nails around all eaves and rakes (Please specify drip edge color:).
 4. Secure the eave metal with mastic and then apply **Owens Corning Starter** shingles at all eaves with the seal strip at the edge of the roof.
 5. Supply and install all flashings for plumbing penetrations.
 6. Supply and install **Owens Corning Hip and Ridge** shingles as required.
 7. Supply and install code approved **Owens Corning Vent Sure** shingle over roof vents as required. 8' on both sides of cupola.
 8. Supply and install **Owens Corning Lifetime** shingles per manufacturer's specifications and all applicable building codes (Please specify shingle color:).
 9. Supply and install a self adhered 2 ply modified bitumen system to the low slope roof.

BASE OPTION

Owens Corning Oakridge130 mph wind warranty** Lifetime prorated shingle only warranty ** 5-year workmanship warranty - \$14,800.00 - \$300.00 30-year anniversary promotional discount= \$14,500.00**

BEST OPTION

Owens Corning Duration **130 mph wind warranty Lifetime prorated shingle only warranty ** 5-year workmanship warranty - \$15,300.00 - \$300.00 30-year anniversary promotional discount = \$15,000.00**

TOTAL JOB COSTS- \$ _____ Initial _____

With payment to be made as follows: **50% by commencement: Balance upon completion.**

NOTICE A convenience fee of 3% will be charged to all credit/debit payments.

This proposal is good for 30 days from the above date.

Payments are to be made upon completion of each trade. Company reserves the right to bill proportionately based on percentage of work complete. Customer understands that company may issue a stop work order if requested progress payment is not received. Customer agrees to pay in full at the time of completion of each phase of work. The maximum allowable retainage for any punch-out will be 5% of original contract price.

Respectfully submitted: **Ray Hiltz 407-755-8044 rhiltz@collisroofing.com**

Homeowner / Agent Authorization: _____ Date: _____

Collis Roofing, Inc. Manager Approval _____ Date: _____

*(Contracts are not authorized or enforceable by either party until such time an authorized Collis Roofing Inc. manager / representative has reviewed and approved your project.)

**COLLIS ROOFING, INC.**

P.O. Box 520668
Longwood, FL 32752-0668
Ph. (321) 441-2300
Fax (321) 441-2313
Lic. # CCC058022

Estimator : Ray Hiltz
Phone # : (407) 755-8044
Email : rhiltz@collisroofing.com

199

Date:	9/25/2024	Phone:	321-403-6626
Attention:	Town of Melbourne Beach	Email	pwsupervisor@melbournebeachfl.org
Job Address:	2373 Oak St Melbourne Beach Fl 32951		

Collis Roofing, Inc. proposes to supply the labor and materials necessary to apply your roofing as follows:

- A) Remove old single layer of shingles and underlayment and dispose of properly. If existing ice and water barrier is encountered during removal an additional layer of synthetic underlayment will be applied over existing without removal to bare deck. Additional layers of shingles will be billed at \$0.36/sqft.
- B) Inspect existing decking for water damage and re-nail according to code with 8d ring shank nails.
- C) We will remove and replace rotten or deteriorated wood as indicated on page 2 of this contract. (Note: **Wood replacement is not included in the total below**). Collis Roofing will provide 2 sheets of ½" plywood or a \$190.00 woodwork credit. This is not a credit if not used. Initial _____
- D) Collis Roofing, Inc. will provide all applicable permits.
1. Supply and install code approved Owens Corning Rhino G Self-Adhered underlayment directly to the deck.
 2. Supply and install code approved **26ga transition metal from low slope to steep slope**.
 3. Supply and install code approved 2 ½" galvanized painted eave drip and secure to the roof deck with nails around all eaves and rakes (Please specify drip edge color: _____).
 4. Secure the eave metal with mastic and then apply Owens Corning Starter shingles at all eaves with the seal strip at the edge of the roof.
 5. Supply and install all flashings for plumbing penetrations.
 6. Supply and install Owens Corning Hip and Ridge shingles as required.
 7. Supply and install code approved Owens Corning Vent Sure shingle over roof vents as required. 8' on both sides of cupola.
 8. Supply and install Owens Corning Lifetime shingles per manufacturer's specifications and all applicable building codes (Please specify shingle color: _____).
 9. Supply and install a self adhered 2 ply modified bitumen system to the low slope roof.

BASE OPTION

Owens Corning Oakridge**130 mph wind warranty** Lifetime prorated shingle only warranty ** 5-year workmanship warranty - \$14,800.00 - \$300.00 30-year anniversary promotional discount= \$14,500.00

BEST OPTION

Owens Corning Duration **130 mph wind warranty** Lifetime prorated shingle only warranty ** 5-year workmanship warranty - \$15,300.00 - \$300.00 30-year anniversary promotional discount = \$15,000.00

Optional Coastal Pkg: Stainless steel roofing coil nails, aluminum eaves drip, and aluminum transition metal- \$1,250.00

TOTAL JOB COSTS- \$ _____ Initial _____

With payment to be made as follows: **50% by commencement: Balance upon completion.**

NOTICE A convenience fee of 3% will be charged to all credit/debit payments.

This proposal is good for 30 days from the above date.

Payments are to be made upon completion of each trade. Company reserves the right to bill proportionately based on percentage of work complete. Customer understands that company may issue a stop work order if requested progress payment is not received. Customer agrees to pay in full at the time of completion of each phase of work. The maximum allowable retainage for any punch-out will be 5% of original contract price.

Respectfully submitted: Ray Hiltz 407-755-8044 rhiltz@collisroofing.com

Homeowner / Agent Authorization: _____ Date: _____

Collis Roofing, Inc. Manager Approval _____ Date: _____

*(Contracts are not authorized or enforceable by either party until such time an authorized Collis Roofing Inc. manager / representative has reviewed and approved your project.)

WOOD REPLACEMENT

Upon removal of the existing roofing, conditions which require additional work, such as rotten or deteriorated wood, termite damage, or deficiencies in existing roofing sheathings are sometimes encountered. Unless otherwise noted in this agreement, the price quoted does not include removing or replacing fascia, trim, sheathing, rafters, structural members or siding of any type. Replacement of deteriorated wood will not be optional for the security of warranties and will be supplied as disclosed on below. This is above and beyond the roofing quote and does not require an additional signature.

Sheathing and Framing Rates

½" – 5/8" plywood roof sheathing - **\$95.00** per sheet

3/4" plywood roof sheathing - **\$105.00** per sheet

1"x4" Pine sheathing - **\$6.50** per linear foot 2"x4" Pine framing - **\$5.00** per linear foot

1"x6" Pine sheathing - **\$6.50** per linear foot 2"x6" Pine framing - **\$5.00** per linear foot

1"x8" Pine sheathing - **\$6.50** per linear foot 2"x8" Pine framing - **\$5.00** per linear foot

1"x10" Pine sheathing - **\$7.00** per linear foot 2"x10" Pine framing - **\$6.00** per linear foot

1"x12" Pine sheathing - **\$8.00** per linear foot 2"x12" Pine framing - **\$8.00** per linear foot

1"x 6" and 1"x 8" Pine T&G sheathing - **\$7.50** per linear foot

Fascia Replacement Rates

1"x4" Pine fascia - **\$7.00**

1"x4" Cedar fascia - **\$8.00**

1"x6" Pine fascia - **\$7.00**

1"x6" Cedar fascia - **\$10.00**

1"x8" Pine fascia - **\$8.00**

1"x8" Cedar fascia - **\$12.00**

1"x10" Pine fascia - **\$9.00**

1"x10" Cedar fascia - **\$14.00**

1"x12" Pine fascia - **\$10.00**

1"x12" Cedar fascia - **\$15.00**

2"x4" Pine fascia - **\$7.00**

2"x4" Cedar fascia - **\$9.00**

2"x6" Pine fascia - **\$7.00**

2"x6" Cedar fascia - **\$10.00**

2"x8" Pine fascia - **\$7.00**

2"x8" Cedar fascia - **\$12.00**

2"x10" Pine fascia - **\$8.00**

2"x10" Cedar fascia - **\$17.00**

2"x12" Pine fascia - **\$10.00**

2"x12" Cedar fascia - **\$20.00**

1"x2" Pine furring strip - **\$3.00** per foot

Flashing Replacement

Base Flashing - **\$3.25** per linear foot

Counter flashing - **\$3.25** per linear foot

I have read and understand the above and acknowledge that the above is an additional charge.

Owner / Agent Signature: _____ Date: _____

Owner / Agent (please print) _____

TERMS AND CONDITIONS

1. Collis Roofing, Inc. ("Contractor") assumes no responsibility for structural integrity of the roof deck or of the building on which the roofing is to be installed. Customer represents all structures to be in sound condition capable of withstanding normal roofing construction and operations. Collis Roofing is not responsible for any roof or structural related issue that may occur as a result of combining a sealed attic system with a self-adhered underlayment.
2. Customer is solely responsible for providing Contractor prior to the commencing of construction with such water, electricity, or other utility as may be required by the Contractor to affect the work covered by this contract. Customer hereby grants to Contractor the right to display signs and advertising at the project site.
3. Manufacturing defects in newly installed roofing products are not a cause for non-payment or delay in payment. Where colors are to be matched, Contractor shall make every reasonable effort using standard colors and materials but does not guarantee a perfect match.
4. This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials.
5. Customer shall be entitled to order changes and the contract price shall be adjusted accordingly. Upon removal of the existing roofing, conditions which require additional work, such as rotten or deteriorated wood, termite damage, or deficiencies in existing roofing underlayments are sometimes encountered. If the scope of work outlined on the face of this proposal does not contemplate such conditions, Contractor will promptly report the condition to the Customer and take such steps as are reasonably necessary and prudent to protect the building. Unless otherwise noted in this agreement, the price quoted does not include removing or replacing fascia, trim, sheathing, rafters, structural members, siding, masonry, vents, dry-in felt, caulking, metal-edging or flashing of any type. Additionally, if it is determined that the roof has multiple layers of preexisting roofing material or any alteration to or deviation from the specifications described on the front side of this proposal involving extra costs will be billed as an extra charge on a time and material basis. Replacement of deteriorated wood will not be optional for the security of warranties and will be supplied as disclosed on contract. This is above and beyond the roofing quote and does not require an additional signature. All wood replacement will be considered authorized unless cap is specified in writing by homeowner.
6. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to cracked driveways, acts of God, weather, accidents, fire, vandalism, regulation, strikes, failure or delay of transportation, shortage of or inability to obtain materials, acts of Owner or agents of Owner. Contractor is not required to remove water from the roof. If the roof(s) need to be unloaded due to high winds or storms, Customer agrees to reimburse Contractor for labor and equipment costs for unloading and reloading the roof(s). If gutter and/or downspouts are to be removed to facilitate a re-roof, Contractor shall not be held responsible for any damage caused by removal and/or re-installation of gutter and/or downspouts. If Contractor discovers a pre-existing condition that is causing damage to property or the structure of a home, or prevents Contractor from completing its duties hereunder, Contractor shall contact Customer immediately.
7. Customer is to carry property and casualty insurance, including coverage for fire, wind damage and vandalism.
8. Customer acknowledges that re-roofing may cause vibration, disturbance, dust or debris to fall around or into the home. Customer agrees to remove or protect property directly below or adjacent to the roof in order to minimize potential damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of reroofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.
9. Contractor and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly, including notice to Contractor if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make repairs promptly so that water entry through the roofing installed by Contractor is not a source of moisture. Contractor is not responsible for indoor air quality. To the extent that Contractor did not cause damage to the roof that caused the occurrence or exposure to mold, mildew, fungi, spores, and for any other hazardous chemical or biological agent, Customer shall hold harmless and indemnify Contractor from claims arising out of or relating to property damage, personal injury, illness, allergic reactions, disease and/or death resulting from the occurrence or exposure to mold, mildew, fungi, spores, and/or any other hazardous chemical or biological agents. If Customer fails to make periodic inspections for sign of water intrusion and/or fails to act promptly (including notice to Contractor) when Customer believes there are roof leaks, the Customer shall hold harmless and indemnify Contractor from claims arising out of or relating to property damage, personal injury, illness, allergic reactions, disease and/or death resulting from the occurrence or exposure to mold, mildew, fungi, spores, and/or any other hazardous chemical or biological agents.
10. Contractor is not responsible for adequacy of draining or ponding as a result of the original roof design for the building. Contractor does not provide engineering, consulting, architectural or design services, and it is not the intent of the Contractor to alter the original drainage or ponding design for the roof. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance if it desires to alter the original drainage or ponding designs. Contractor is not responsible for the original roof design and shall not alter the drainage or ponding schemes for the buildings. Any change in specification or construction necessary to conform to existing or future building codes, zoning laws, or regulations of the inspecting Public Authorities shall be considered additional work to be billed as an extra charge on a time and material basis.
11. Contractor's work will be warranted by Contractor in accordance with its standard warranty. A copy of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor **SHALL NOT BE LIABLE FOR SPECIAL OR PUNITIVE DAMAGES**. Notwithstanding any contrary language in the standard warranty, Customer agrees that it shall notify Contractor within five (5) days of discovering any leaks due to the roofing system and/or the Contractor's scope of work pursuant to this contract. Customer's failure to timely notify Contractor of a leak due to the roofing system and/or Contractor's scope of work pursuant to this contract, as required by this paragraph, shall absolve Contractor of ANY liability for damages created as a result of that leak or system failure. Nothing in this paragraph or contract shall extend Contractor's responsibility beyond the time limits of the warranty and/or Florida Statute. Customer and Contractor agree that Contractor's liability for all damages found to be due to a leak in the roof system and/or Contractor's scope of work pursuant to this contract shall be limited to no more than \$15,000.00 per occurrence. If an individual or entity other than Collis Roofing Inc. performs roof cleaning on the Collis Roofing applied roof, any and all warranties will be void.
12. Customer acknowledges and understands while the Contractor is actively completing the work under the contract, the work environment, including all roof areas, is a dangerous environment. Customer agrees not to interfere with the contractor from performing the duties under this contract. Customer agrees not to enter the work environment while work is being performed under this contract.
13. This contract shall be governed by Florida law and any action filed by either party as a result of a dispute resulting from or arising out of this contract or the transactions contemplated hereby shall only be filed in the Circuit Court in and for Seminole County Florida. I agree that if Collis Roofing, Inc. is required to take any action to enforce this contract I shall pay Collis Roofing Inc.'s attorney fees and costs, whether or not a suit is filed.
14. Contractor will provide a written release of lien, upon request, following receipt of final payment on the contract.
15. **WAIVERS OF SUBROGATION.** The Buyer waives all rights against Collis Roofing and any Collis Roofing's subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained by Buyer or other property insurance applicable to Collis Roofing's work. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise in favor of Collis Roofing. A waiver of subrogation shall be effective as to Collis Roofing or sub-entity even though Collis Roofing or sub-entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
16. **DISCLAIMER OF IMPLIED WARRANTIES. COLLIS ROOFING DISCLAIMS, AND BUYER ACKNOWLEDGES ACCEPTANCE OF SAME AS TO ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY AND MERCHANTABILITY, WHETHER OTHERWISE ARISING BY LAW, CUSTOM, USAGE, TRADE PRACTICE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.** There are no warranties which extend beyond those express warranties contained in this Agreement. Buyer affirms that it has not relied upon Collis Roofing's skills nor judgment in selecting the roofing services and materials provided by Collis Roofing.
17. This agreement constitutes the entire contract by and between Contractor and Owner and the parties are not bound by oral expression or representation by any party or agent of either party. The above pricing, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

REV. 11/18



Brevard
478 Martin Road SE Unit
107
Palm Bay, FL 32909
Phone: (321) 446-1702

Fax: (321) 914-0586

Company Representative
Jared Heideman
Phone: (321) 378-6649
jared@floridarooftbros.com

11/21/2024

Robert Bitgood
2373 Oak Street
Melbourne Beach, FL 32951
(321) 724-5860

Job: 7911: Robert Bitgood

Roofing Section

Tear Off

- * Remove one layer of existing shingles and underlayment to expose roof decking, if applicable.

Flat Roof Tear Off

- * Remove existing roll roofing and underlayment, if applicable.

Plywood

- * Inspect all decking for structurally damaged wood and replace up to FIVE sheets at no additional cost, as needed for roof replacement. We include 20ft of fascia replacement at no cost. Any additional fascia wood replacement will be billed at \$6 per linear foot.

Nail Off

- * Re-nail roof decking with 8D ring shank nails, every 6", per Florida Building Code.

Dry In

- * Install self-adhering peel and stick moisture barrier (underlayment), secured with metal simplex nails on all end-laps and head-laps, per Florida Building Code.

Drip Edge

- * Install new 2.5" 26g aluminum drip edge in either white or brown, secured with 1.25" coil shingle nails every 4", followed by modified adhesive (roofing cement) to cover nails, as per Code.

2-Ply Torch Down Roll Roofing

- * First, we install a peel and stick base sheet (underlayment) over existing substrate. Second, we heat weld the white granulated torch down roll roofing (cap sheet) to the base sheet to ensure a double layer of protection.

Valley

- * Install new 26g galvanized valley metal in all valleys, secured with 1.25" coil shingle nails every 4" with edges and nails sealed with modified adhesive (roofing cement).

Starters

- * Install new shingle starter strips on all eaves.

Pipe Penetrations

- * Install new lead boots and gooseneck vents around all pipe penetrations, secured with 1.25" shingle coil nails followed by modified adhesive (roofing cement) and color matched to your shingle selection.

Shingles

- * Install new 130mph rated dimensional shingles of your choice, secured with six 1.25" shingle nails, per Florida Building Code.

Ridge Vent

- * Install new shingle-over ridge vent system to maximize attic ventilation.

Shingle Warranty

- * Florida Roof Bros warranties shingle roofs for 10 years on workmanship.

Manufacturer Material Warranty

- * Shingle manufacturers offer a limited lifetime warranty on shingles (details in shingle brochure and product website).

Permit

- * This estimate includes all associated permit fees and required inspections.

Clean Up

- * This estimate includes all trash hauling. Tarps are canvassed around property to collect debris. We run a magnet roller around entire house.

multiple times throughout the re-roof process to ensure the grounds are clean of debris.

Other

* Although we are as careful as possible, Florida Roof Bros will not be responsible for any damage to A/C, plumbing, or electrical lines in the attic, foliage, driveways, or gutters. If gutters are to be saved, We will use extreme caution in removing gutters but cannot guarantee they won't be damaged during the re-roof process and will not be held responsible.

Payments

* Final payments are to be made upon completion roof replacement. Gutters and wind mitigations are not considered part of the project, but offered as a service to our customers through a third party company and shall not be used as a reason for any delay of final payment. There will be a 3.5% processing fee for all debit/credit card transactions. All prices quoted are valid for 30 days from date stated on estimate.

Wind Mitigation

* This estimate includes a FREE wind mitigation after final inspection has passed.

WOOD REPLACEMENT

Sheathing Rates

1/2" - 5/8" plywood roof sheathing - \$100.00 per sheet.

3/4" plywood roof sheathing - \$120.00 per sheet.

Surface Mount Wall Flashing

* Surface mount wall flashing will be billed per linear foot. There will be an additional charge if stucco needs to be cut. Florida Roof Bros is not responsible for stucco work or paint.

Additional Layers

If there is existing peel and stick underlayment, we install a double layer of synthetic moisture barrier. This is because a new layer of peel and stick will not adhere to the existing peel and stick. The SWR credit will still be applied to homeowners insurance policy.

Existing Substrate

* Due to Florida Building Code roof deck attachment requirements on residential reroofs and condition of existing substrate, some small wrinkles or humps may form from the re-nailing of the decking. This is only cosmetic and does not warrant repair or replacement of the area.

Delivery

Florida Roof Bros is not responsible for damage to driveway due to supply house and this will not be reason to withhold payment to Florida Roof Bros.

TOTAL

\$15,997.00

Starting at **\$263/month** with **Acorn** FINANCE • **APPLY**

Customer Signature _____

Date _____

Town Commission Meeting

Section: New Business
Meeting Date: February 19, 2025
From: Town Attorney Ryan Knight
RE: Ordinance 2025-01 Building Elevation – First Reading

Background Information:

On February 4, 2025 Ordinance 2025-01 was reviewed by the Planning and Zoning Board. The Board did not have any amendments.

Recommendation:

Approve Ordinance 2025-01 Building Elevation – First Reading

Attachments:

Ordinance 2025-01 Building Elevation – First Reading

Business Impact Statement

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY FLORIDA, AMENDING APPENDIX “A” OF THE TOWN CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE; AMENDING SECTION 7A-55, “BUILDING CONSTRUCTION”; ESTABLISHING MAXIMUM HEIGHT MEASUREMENTS FOR LOWEST FLOOR LEVEL AT EXISTING GRADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission finds it is in the public interest to clarify, modify, and update Section 7A-55 of the Land Development Code; and

WHEREAS, the Planning and Zoning Board/Local Planning Agency held a public hearing on _____, 2025, and made a recommendation to the Town Commission to adopt Ordinance 2025-____; and

WHEREAS, the Planning and Zoning Board/Local Planning Agency has determined that the proposed amendments to Section 7A-55 of the Land Development Code are consistent with the Town’s Comprehensive Plan and are in the best interest of the Town of Melbourne Beach; and

WHEREAS, the Town Commission desires to update and clarify the measurement of building height in Section 7A-55 of the Land Development Code.

NOW THEREFORE, BE IT ENACTED BY THE TOWN OF MELBOURNE BEACH, FLORIDA:

Section 1. The findings set forth in the recitals above are adopted and fully incorporated herein as legislative findings of the Town Commission pertaining to this Ordinance.

Section 2. Chapter 7A, “Zoning,” of the Town of Melbourne Beach Land Development Code, shall be amended as follows (Note: additions indicated by underscore; deletions indicated by ~~strikethrough~~; and text that shall remain unaltered that is not reproduced here is indicated by ellipses (***)):

ARTICLE IV. SUPPLEMENTARY DISTRICT REGULATIONS

* * * * *

§ 7A-55. BUILDING CONSTRUCTION.

- (a) All buildings shall be constructed with the lowest floor level at least 18 inches above the crown of the highest street perpendicular to the foundation to which the property abuts.

When an applicant for a building permit submits plans for review by the Town of the proposed construction, the building plans of the principal structure shall be fully dimensioned sealed to-scale drawings, clearly showing street elevation, existing property elevation, proposed finished floor elevation, FEMA flood zones and deviation, and maximum height.

- (b) All buildings shall be elevated as required by federal, state and local minimum elevations. The greatest of the minimum elevations stipulated by any of the governmental agencies with jurisdiction shall be required. Any elevation of a building above the required elevation will be included in the measurement of building height. In the absence of higher federal or state elevations, the Town of Melbourne Beach requires minimum building elevations to be measured from a point 18 inches above the crown of the street on which the property abuts. In the event the existing grade of a property is higher than 18 inches above the crown of the ~~road~~ street or higher than federal or state requirements then the building height shall be measured from existing grade. In the event the existing grade or finished floor exceeds 36 inches above the crown of the street on which the property abuts, the measurement of building height will be measured from 36 inches above the crown of the street on which the property abuts to the highest point of the roof or building façade, whichever is higher, excluding attachments and architectural features that are specifically allowed by the Land Development Code.

* * * * *

Section 3. Codification. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the Town of Melbourne Beach, as additions or amendments thereto.

Section 4. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

Section 5. Conflicting Ordinances. All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2025, by the Town Commission of the Town of Melbourne Beach, Florida.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

TOWN OF MELBOURNE BEACH, FLORIDA

By: _____
ALISON DENNINGTON, Mayor

ATTEST:

(TOWN SEAL)

Amber Brown, Town Clerk



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town of Melbourne Beach website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY FLORIDA, AMENDING APPENDIX "A" OF THE TOWN CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE; AMENDING SECTION 7A-55, "BUILDING CONSTRUCTION"; ESTABLISHING MAXIMUM HEIGHT MEASUREMENTS FOR LOWEST FLOOR LEVEL AT EXISTING GRADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town of Melbourne Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town of Melbourne Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;

¹ See Section 166.041(4)(c), Florida Statutes.

- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town of Melbourne Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The ordinance amends Appendix "A" of the Land Development Code Section 7A-55 Building Construction establishing maximum height measurements for lowest floor level at existing grade.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Melbourne Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town of Melbourne Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no direct compliance costs that businesses may incur, no new charges or fees imposed by the ordinance, and no regulatory costs to the Town.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This ordinance would be applicable to all businesses within the Town, but would have a negligible impact.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.

Town Commission Meeting

Section: New Business

Meeting Date: February 19, 2025

From: Town Clerk Amber Brown

RE: Resolution 2025-02 Public Records Exemption for Municipal Clerks and Employees who Perform Municipal Elections.

Background Information:

Many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings related to neglect or abuse, or other activities that could lead to a criminal prosecution are exposed to threats and other acts of violence.

Municipal Clerks often administer elections. Some election employees have been targeted for threats and violence due to the nature of the materials they are responsible for. Further, clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances. Occasionally, these proceedings have led to retaliation and threats by defendants.

There are currently 27 public records exemptions for specific roles, one of which applies to Code Enforcement Officers. Code Officers are covered by the exemption, but not Municipal Clerks. Municipal Clerks and employees who perform work related to municipal elections should be included as part of the public record exemption.

Hence, staff requests that the Town Commission adopt Resolution 2025-02 in support of exempting from public records Municipal Clerks and employees who perform municipal elections.

Recommendation:

Consider adopting Resolution 2025-02 Public Records Exemption for Municipal Clerks and Employees who Perform Municipal Elections.

Attachments:

Resolution 2025-02 Public Records Exemption for Municipal Clerks and Employees who Perform Municipal Elections.

RESOLUTION NO. 2025-02

**A RESOLUTION OF THE TOWN OF MELBOURNE BEACH,
BREVARD COUNTY, FLORIDA, URGING THE FLORIDA
STATE LEGISLATURE TO ENACT LEGISLATION TO
PROVIDE A PUBLIC RECORDS EXEMPTION FOR
MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM
MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN
CODE ENFORCEMENT FUNCTIONS OF A CITY AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

WHEREAS, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for; and

WHEREAS, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

WHEREAS, current public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staff fall within the need for a window for greater protection; and

WHEREAS, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staff who serve the public on a daily basis and are, oftentimes, the first point of contact for citizens; and

WHEREAS, the Town of Melbourne Beach has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Melbourne Beach, Florida, that:

Section 1. The Town Commission of the Town of Melbourne Beach hereby adopts the recitals set forth in this Resolution (whereas clauses) as the legislative findings of the Town Commission.

Section 2. The Mayor and Town Commission of the Town of Melbourne Beach, Florida, hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

Section 3. The Town Clerk is hereby directed and authorized to provide a copy of this resolution to the members of our local legislative delegation and the Florida League of Cities.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Melbourne Beach, Brevard County, Florida, at its regular meeting this 19th day of February 2025.

ATTEST:

TOWN OF MELBOURNE BEACH,
FLORIDA, a Florida Municipal Corporation

Amber Brown, CMC
Town Clerk

By: _____
Alison Dennington
Mayor

(TOWN SEAL)

Town Commission Meeting

Section: New Business
Meeting Date: February 19, 2025
From: Robert Bitgood, Building Official
Re: P&Z Recommendation for Accessory Structures

Background:

The Planning and Zoning Board has discussed over several meeting their request that the Town Commission consider limiting the size of accessory structures. The Town Code of Ordinance's (7A-57 Accessory Structures) limits the height, location and set back of an accessory structure.

The Planning and Zoning Board is recommending a limit in size, of 300 square feet for an accessory structure. The concern of the Board is larger accessory structures can be used for purposes in conflict with the Town Code of Ordinances.

Recommendation:

Consider approving the recommendation of the Planning and Zoning Board. Direct the Town Attorney to revise the Town Code of Ordinance to include a 300 square foot limit on accessory structures size.

Attachments:

7A-57 Accessory Structures-Melbourne Beach Town Code of Ordinances

(a) (1) No accessory structure shall be erected in any front yard. Unless specifically defined in this chapter, no accessory structure shall be erected in any side yard. Except as otherwise provided by this chapter, no accessory structure shall exceed the height of the main structure. Unless specifically allowed in this chapter, no accessory structure other than a utility shed shall be constructed within 15 feet of any lot line.

(2) Accessory structures may be constructed simultaneously with, or following the construction of the main building and shall not be used until after the principal structure has been fully erected. Erection of tents as accessory structures is prohibited. No home occupation or business may be conducted in any accessory structure. No accessory structure which contains living quarters shall be constructed on any lot.

(b) Accessory buildings erected on lots fronting on two streets shall conform to main structure setbacks for the rear yard.

(c) Trailers may be used for the storage of equipment during construction provided such trailers are used only during the construction period. A temporary trailer permit shall be required for all structures, and shall be renewable every six months.

(d) All utility sheds require a building permit. Utility sheds may not be larger than 160 square feet in floor area and 11.6 feet in height. Utility sheds shall be substantially screened by a vegetative barrier or fence from the front and side streets. Utility sheds must be behind the rear of the front line of the principal structure. On any corner lot, the shed must be both behind the rear of the front line of the principal structure and behind the building line of the side of any structure abutting any street with a 2 feet setback. Utility sheds are limited to one shed per address. Utility sheds may be placed on the rear property line. The roof line has to be within the lot line of the property line. No water hook to the utility shed is permitted.

(e) Swimming pools shall be constructed behind the front line of the principal structure. Setbacks are as follows: Setbacks from the building line shall be 5 feet; side and rear setbacks shall be ten feet; and screen enclosure setbacks shall be 7½ feet. All swimming pools shall be enclosed as required by the *Florida Building Code*. (See § 7A-53(8).)

(f) Portable storage containers - limitations and restrictions.

(1) Portable temporary storage containers shall be allowed in single family residential zoning districts subject to the following:

a. The property shall be improved with a single family residence.

b. The container shall remain on the property a maximum of 15 days, including the day of delivery and removal.

c. A container may be delivered to a site a maximum of three times per calendar year.

d. A minimum of 30 days shall elapse between placements of a container on a property.

e. The container shall be placed on a driveway or in the side or rear yard.

f. When placed on the driveway within the front setback area the container shall be located so that pedestrian and vehicular traffic is not

obstructed and so that the view of an operator of a motor vehicle entering or exiting a right-of-way is not obstructed.

g. In the case of a Town-wide declaration establishing emergency conditions the container may remain on a site for the length of time of the civil emergency established pursuant to § 16-4 of the

Melbourne Beach Code of Ordinances, but in no event longer than 60 days from the termination date of the emergency unless extended by the Town Commission. 215

h. In the event the Town of Melbourne Beach is within the area of a hurricane watch the container must be removed within 24 hours of the issuance of the watch or tied down in a manner sufficient to withstand sustained winds of 160 miles per hour.

(2) Portable temporary storage containers used in connection with permitted construction activity may be located in any zoning district subject to the following conditions:

a. The container shall not encroach on sidewalks, rights-of-way, adjacent properties, or obstruct the view of motorists.

b. The container may remain on the lot for the duration of construction authorized by an active building permit.

c. The container shall be removed within 30 days of issuance of a certificate of occupancy or final inspection.

d. The container shall be a maximum of eight feet in width, 16 feet in length, and eight feet in height.

e. Hazardous materials including flammable and biohazard substances shall not be stored in the containers.

f. In the event the Town of Melbourne Beach is within the area of a hurricane watch the container must be removed within 24 hours of the issuance of the watch or tied down in a manner sufficient to withstand sustained winds of 160 miles per hour.

(`75 Code, Appendix A, Art. VII, § 9) (Ord. passed 9-26-72; Am. Ord. 85-7, passed 11-12-85; Am. Ord. 87-02, passed 5-12-87; Am. Ord. 2006-12, adopted 8-14-07; Am. Ord. 2006-17, adopted 3-21-07; Am. Ord. 2017-05, adopted 12-20-17; Am. Ord. 2024-01, adopted 7-17-24)

Town Commission Meeting

Section: New Business

Meeting Date: February 19, 2025

From: Elizabeth Mascaro, Town Manager

Re: Hiring Deputy Town Clerk

Background:

Over the past 3 years the number and length of the Town Commission meeting has doubled. The Town Clerk is responsible for taking minutes for the Town Commission meetings, workshops and special meetings. She is also responsible for Planning and Zoning, Board of Adjustments and recently added, is the Charter Review Committee. Additional projects under the direction of the Town Clerk is the document scanning project, continued updates to the new Town website. Public Record requests from individuals, companies, elected officials and board members continues to increase.

The Town Clerk is requesting a full time (40 hours per week) Deputy Town Clerk to assist in the daily duties of the Town Clerk. The Deputy Town Clerk would be responsible for all social media posts, the Town newsletter, Business Tax Receipts, scheduling Business fire inspections, posting agendas, records retention, Town Contract maintenance, election support and all other duties as needed. This individual will be provided an opportunity to pursue Certification in the Clerk's position after Town Clerk Brown has completed her Certification process.

The position is full time, non-exempt, \$20.00 per hour with benefits. All position have a six (6) month probationary period. I am estimating this employee will receive @30weeks of pay in FY25 or \$34,000 to include payment of benefits. This position will be funded in FY2025 from the followings funds:

Transcription services	\$16,970.00	001-11-510-31.00
Professional Services	\$17,352.36	175-75-575.31.00

Recommendation:

Consider approving the hiring of a Deputy Town Clerk to assist the Town Clerk.

Attachments:

Spreadsheets (2) showing meeting length in hours and transcription time

Deputy Town Clerk job description from 2014

Average Length of All Meetings From 2022 Through 2024, Including Workshops, Special Meetings and RTCM

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Date	Meeting	Start	End	Meet	Date	Meeting	Start	End	Meeting	Date	Meeting	Start	End	Meeting
2022	Type	Time	Time	Length Hrs	2023	Type	Time	Time	Length Hrs	23-2024	Type	Time	Time	Length Hrs
Mayor Hoover as Chair					Mayor Hoover as Chair					Mayor Dennington as Chair				
1/12/2022	Workshop	6:00	7:18	1:18	1/4/2023	Special	6:00	7:35	1:35	11/15/2023	RTCM	6:00	10:15	4:15
1/19/2022	RTCM	6:00	9:00	3:00	1/4/2023	Workshop	7:35	8:03	0:28	12/20/2023	RTCM	6:00	10:41	4:41
2/16/2022	RTCM	6:00	9:10	3:10	1/18/2023	RTCM	6:00	9:26	3:26	1/3/2024	Workshop	6:00	10:32	4:32
3/2/2022	Special	6:00	6:25	0:25	2/15/2023	RTCM	6:00	9:34	3:34	1/17/2024	RTCM	6:00	10:09	4:09
3/15/2022	RTCM	6:00	8:48	2:48	3/1/2023	Workshop	6:00	7:56	1:56	2/21/2024	RTCM	6:00	12:11	6:11
4/20/2022	RTCM	6:00	8:26	2:26	3/15/2023	RTCM	6:00	9:35	3:35	3/6/2024	Workshop	6:00	8:43	2:43
5/18/2022	RTCM	6:00	9:12	3:12	4/5/2023	Workshop	6:00	8:06	2:06	3/20/2024	RTCM	6:00	11:31	5:31
6/1/2022	Special	6:00	6:55	0:55	4/19/2023	RTCM	6:00	8:50	2:50	4/17/2024	RTCM	6:00	10:14	4:14
6/8/2022	Special	6:00	8:00	2:00	5/17/2023	RTCM	6:00	8:57	2:57	5/15/2024	RTCM	6:00	9:08	3:08
6/15/2022	RTCM	6:00	9:38	3:38	6/28/2023	RTCM	6:00	8:29	2:29	6/18/2024	Workshop	6:00	8:38	2:38
7/6/2022	Workshop	6:00	8:00	2:00	7/12/2023	Special	6:00	6:16	0:16	6/19/2024	RTCM	6:00	10:44	4:44
7/20/2022	RTCM	6:00	9:15	3:15	7/12/2023	Workshop	6:16	8:24	2:08	7/3/2024	Workshop	6:00	7:55	1:55
8/17/2022	RTCM	6:00	9:52	3:52	7/19/2023	RTCM	6:00	8:21	2:21	7/17/2024	RTCM	6:00	11:42	5:42
8/30/2022	Special	6:00	7:38	1:38	8/2/2023	Workshop	6:00	8:15	2:15	8/7/2024	Workshop	6:00	7:36	1:36
9/15/2022	Special	6:00	6:19	0:19	8/16/2023	Special	5:30	6:17	0:47	8/21/2024	Special	5:00	5:24	0:24
9/21/2022	RTCM	6:00	10:21	4:21	8/16/2023	RTCM	6:17	7:37	1:20	8/21/2024	RTCM	6:00	10:21	4:21
9/30/2021	Special	6:00	6:05	0:05	8/23/2023	Special	6:00	6:11	0:11	8/22/2024	Workshop	6:00	8:33	2:33
10/19/2022	RTCM	6:00	8:55	2:55	8/23/2023	RTCM	6:11	9:08	2:57	8/27/2024	Workshop	6:00	8:34	2:34
11/16/2022	RTCM	6:00	8:40	2:40	9/11/2023	Special	5:30	5:41	0:11	8/29/2024	Workshop	6:00	9:18	3:18
12/7/2022	Workshop	6:00	7:10	1:10	9/11/2023	RTCM	6:00	7:37	1:37	9/6/2024	Special	6:00	6:37	0:37
12/7/2022	Special	7:10	7:17	0:07	9/21/2023	Special	6:00	6:17	0:17	9/6/2024	Special	6:37	7:20	0:43
					10/18/2023	RTCM	6:00	8:56	2:56	9/17/2024	Special	6:00	7:02	1:02
										9/18/2024	Special	5:00	6:02	1:02
Ave RTCM Meeting End		6:00	9:12		Ave RTCM Meeting End		6:00	8:43		9/18/2024	RTCM	6:02	11:30	5:28
11 RTCM Meetings		Average Length		3:12	11 RTCM Meetings		Average Length		2:43	10/16/2024	Special	6:00	6:50	0:50
7 Special Meetings		Average Length		0:47	6 Special Meetings		Average Length		0:32	10/23/2024	Special	5:00	6:15	1:15
3 Workshops		Average Length		1:29	5 Workshops		Average Length		1:46	10/23/2024	RTCM	6:15	11:41	5:26
21 Total					22 Total					11/6/2024	Workshop	6:00	8:29	2:29
										11/20/2024	RTCM	6:00	11:04	5:04
										12/16/2024	RTCM	6:00	11:36	5:36
										Ave RTCM Meeting End		6:00	10:15	
										14 RTCM Meetings		Average Length		4:15
										7 Special Meetings		Average Length		0:50
										9 Workshops		Average Length		2:42
										30 Total -includes 2 from 2023				

Increase to Town Clerk Work Load-Town Commission Minutes Only

Year	RTCM Meeting	Number of Meetings	Hours of Transcription	Workshop Meeting	Number of Meetings	Hours of Transcription	Special Meeting	Number of Meetings	Hours of Transcription	Total Hours	Average* For Experienced	
											Person to Transcribe	8/hr # of days
2022	3:12	11	35.20	1:29	3	4.45	47	7	5.48	45.13	180.52	22.57
2023	2.43	11	29.88	1.46	5	8.83	32	6	3.20	41.92	167.67	20.96
2024	4.15	14	59.50	2.42	9	24.30	50	7	5.83	89.63	358.53	44.82

* number of speakers/interruptions
audio clarity/background sound



Town of Melbourne Beach
Job Description
Deputy Town Clerk

DEPUTY TOWN CLERK

DEPARTMENT: Legislative

JOB SUMMARY: Responsible administrative work managing the various functions and responsibilities of the Town Clerk's office. Work is performed under the general direction of the Town Manager. The Town Manager may assign supervisory controls to the Town Clerk as it relates to departmental duties.

ESSENTIAL JOB FUNCTIONS:

- Assists with official functions of the Town Clerk's office.
- Assists with processing and maintaining all official Town documents and records.
- Prepares and maintains the minutes from Town Commission Meeting and various Board meetings as assigned.
- Prepares and drafts final agenda for Town Commission meetings and various Board meetings.
- Responds to concerns and request from citizens.
- Assists with preparing and conducting the municipal election activities.
- May be required to attend Town Commission meetings and workshops in the absence of the Town Clerk.
- Assists in the departmental budget process.
- Assists in record management functions.
- Provides a wide variety of administrative support for the Town Clerk's office.
- Processes certain resolutions and ordinances.
- Processes and maintains Town Commissioner's mail.
- Assists with the development, update and management of the Town's website.
- Assists with front desk duties when coverage needs arise on an as needed basis.

(These essential job functions are not a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge if the ordinances, policies and administrative procedures of the Town;
- Knowledge of modern management practices and principles;
- Knowledge of archives and records management laws, systems and technology;
- Knowledge of election laws;
- Skill in organizing and maintaining files;
- Skill in operating such office equipment as typewriter, calculator, facsimile machine, copier, computer/word processor and associated computer programs as may be required by departmental needs;



Town of Melbourne Beach
Job Description
Deputy Town Clerk

-
- Ability to maintain accurate clerical records and prepare reports from information as required;
 - Computer proficiency with Microsoft Word, Excel, Outlook and Publisher and Microsoft based applications;
 - Ability to maintain effective working relationship with other employees and the general public;
 - Ability to learn and understand Town rates, ordinances and billing policies and Town codes;
 - Ability to communicate effectively written and orally;
 - Ability to maintain effective working relationship with other employees and the general public;
 - Ability to follow and take direction;
 - Ability to assess needs and prioritize them.

SUPERVISORY CONTROLS: The Town Clerk will assign work in terms of general instructions at the discretion of the Town Manager. The work is reviewed for accuracy and the nature and propriety of the final result. This position shall be employed and terminated at the discretion of the Town Manager.

GUIDELINES: Include Town Charter and Town ordinances, departmental policies and procedures and supervisory instructions. These guidelines are clear and specific but may require some interpretation in application.

COMPLEXITY: This position consists of related secretarial, clerical duties, and financial tasks with emphasis on interpersonal and technical skills.

SCOPE AND EFFECT: The purpose of this position is to provide support to the Town Clerk and to assist with the maintenance of public and financial records to ensure efficient and effective operation of all departments.

PERSONAL CONTACTS: Contacts are typically to give and exchange information, resolve problems and provide services to the public.

PHYSICAL DEMANDS: The work is typically performed with the employee sitting, standing, or walking. The employee must occasionally lift objects up to 50 pounds.

WORK ENVIRONMENT: Work is performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITIES: None.

MINIMUM QUALIFICATIONS:
Education and Experience



Town of Melbourne Beach
Job Description
Deputy Town Clerk

-
- High school diploma or GED;
 - Three (3) years experience in administrative work, governmental agency preferred;
 - Sufficient experience to understand the basic principles relevant to the major duties of the position;
 - Must be able to read, write and speak fluent English;
 - Computer proficiency with Microsoft Word, Excel, Outlook and Publisher and Microsoft based applications;
 - Must be eligible for fidelity bonding.

Licenses, Certifications or Registrations

- Certified Municipal Clerk (CMC) designation desired.
- Florida Notary Public

DRAFT

Town Commission Meeting

Section: New Business
Meeting Date: February 19, 2025
From: Elizabeth Mascaro, Town Manager
Re: Updated Contract with BSE Consultants, Inc., and LJA

Background:

BSE was recently acquired by LJA Engineering, a Houston based, employee owned, comprehensive multi-disciplinary consulting firm. Their projects include civil, structural, electrical engineers, hydrologists, planners, landscape architects, environmental specialists, construction managers, GIS designers and surveyors. The merging of the two privately held business share a dedication to quality and client success. BSE remains employee owned and will continue to provide outstanding service to the Town of Melbourne Beach.0

The new fee schedule has minor increases based on our prior billing.

Scott Glaubitz, Principal Engineer \$250.00 per hours increased to \$258.00 per hour
CADD/Drafting \$90.00 per hour vs \$94.00 per hour
Senior CADD Designer \$120.00 per hour vs \$125.00 per hour

The contract has a 30 prior written notice termination clause by either party.

Recommendation:

Sign the Agreement for Professional Services with BSE Consultants, Inc.

Attachments:

Press release of the acquisition of BSE Consultants, Inc., by LJA Engineering.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this ____ day of _____, 2025 by and between the Town of Melbourne Beach, Florida, a Florida Municipal Corporation, hereinafter referred to as TOWN, and BSE Consultants, Inc., a Florida Corporation, hereinafter referred to as TOWN ENGINEER.

WITNESSETH:

WHEREAS, the TOWN desires to retain a consultant to provide professional consulting services consisting of, but not limited to, design, surveying, testing, cost-estimating, permitting, construction management and construction observation; and

WHEREAS, the TOWN desires to engage the TOWN ENGINEER to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the TOWN ENGINEER desires to provide such professional services in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

I. GENERAL SCOPE OF THIS AGREEMENT:

The relationship of the TOWN ENGINEER to the TOWN will be that of a professional consultant, and the TOWN ENGINEER will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

II. PROFESSIONAL AND TECHNICAL SERVICES

It shall be the responsibility of the TOWN ENGINEER to work with the TOWN and apprise it of solutions to engineering, planning and surveying problems and the approach or technique to be used toward accomplishment of the TOWN'S objectives as set forth hereinabove. The scope of services to be provided to accomplish the TOWN'S objectives is generally set forth in Exhibit A.

III. PERIOD OF SERVICE

A. The TOWN ENGINEER will begin work promptly after receipt of a fully executed copy of this Agreement and a Work Order and/or verbal or written direction from the Town Manager identifying the specific professional services desired, such receipt shall constitute written notice to proceed.

B. If the TOWN ENGINEER'S services called for are delayed for reasons beyond the TOWN ENGINEER'S control, the time of performance shall be adjusted appropriately.

IV. TERMINATION

This Agreement may be terminated by either party by thirty (30) days prior written notice. If this Agreement is terminated, the TOWN ENGINEER shall be paid in accordance with the provisions of each active Additional Services addendum for all work performed up to the date of termination.

V. COMPENSATION

The TOWN ENGINEER shall be compensated for all services rendered under this Agreement in accordance with reasonable fees as agreed upon.

VI. GENERAL CONSIDERATIONS

A. It is understood and agreed that all copies, documents, including detailed reports, plans, original drawings, survey field notebooks, computer diskettes, and all other data other than working papers, prepared or obtained by the TOWN ENGINEER in connection with its services hereunder shall be delivered to, and shall become the property of the TOWN. All documents including drawings prepared by TOWN ENGINEER pursuant to this Agreement are instruments of services in respect to any Project performed. Such are not intended or represented to be suitable for reuse by TOWN or others or extensions of the Project or on any other project. Any reuse without written verification or adaptation by TOWN ENGINEER for the specific purpose intended will be at the TOWN'S sole risk and without liability or legal exposure to TOWN ENGINEER; and TOWN shall indemnify and hold harmless TOWN ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle TOWN ENGINEER to further compensation at rates to be agreed upon by TOWN and TOWN ENGINEER.

B. Notwithstanding that general professional services are enumerated in Exhibit A, the TOWN ENGINEER will, upon written request of the TOWN, provide any and all other engineering and planning and consulting services identified in separate Work Orders, or as directed by the TOWN MANAGER, and normally falling within the scope of services offered by the TOWN ENGINEER. It is understood and agreed that this Agreement shall be considered as a continuing contract with respect to the services to be provided.

C. The TOWN hereby acknowledges that estimates of probable construction costs cannot be guaranteed, and such estimates are not to be construed as a promise to design facilities within a cost limitation.

D. If any claims are made against the TOWN, including its agents and/or employees, or if the TOWN is sued or held liable in any manner whatsoever, as a result of, or by reason of, any actions or omissions, breach of contract or negligent violations of any applicable law, rule or regulation by the TOWN ENGINEER in connection with the rendering of services to the TOWN

under this Agreement, then the TOWN ENGINEER will indemnify and save the TOWN and its agents and/or employees, harmless from and against liability for damages, compensations, suits, judgments, loss, costs, charges and expenses whatsoever, including attorney's and expert witness fees, and court costs, which they shall or may at any time sustain or incur.

E. It is understood and agreed that the TOWN ENGINEER'S services under this Agreement includes participation in any litigation.

F. Upon the TOWN ENGINEER'S written request, the TOWN will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the TOWN ENGINEER and TOWN mutually deem necessary, and the TOWN ENGINEER may rely upon same in performing the services required under this Agreement.

G. The TOWN represents that it is a political subdivision of the State of Florida with the authority to engage the professional services described herein and to accept the obligation for payment for the services as described herein.

H. The TOWN and the TOWN ENGINEER each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the TOWN nor the TOWN ENGINEER will assign or transfer their interest in this Agreement without the written consent of the other.

I. This Agreement is to be governed by the laws of the State of Florida.

J. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

K. Any dispute or litigation arising between the parties pursuant to this Agreement shall be litigated in Brevard County, Florida.

VII. GENERAL INSURANCE PROVISIONS

A. Prior to any activity or work commencing pursuant to this Agreement, and at all times during the Term, the TOWN ENGINEER at its sole cost and expense shall procure and at all times maintain the insurance specified below in Section I. In addition, the TOWN ENGINEER shall ensure any permitted sub-contractor maintains the insurance coverages set forth below.

B. All insurance to be obtained will name the TOWN ENGINEER and the TOWN, as their respective names may appear, and will require the insurer to give written notice of any

cancellation or change to be sent to both the TOWN ENGINEER and the TOWN at least thirty (30) days prior to cancellation, termination, or material change.

C. Unless otherwise approved by the TOWN, in its sole discretion, with the exception of professional liability insurance, all insurance shall *not* be “claims made” policies of insurance, shall not have a deductible of more than \$25,000, shall be with an insurance company licensed by the State of Florida Insurance Commissioner, or said Commissioner’s successor, to issue the policy presented, issued by a company having an A.M. Best’s Rating Guide financial strength rating of A or better and a financial size category of VII or better. In the event that A.M. Best’s Rating Guide is discontinued, the TOWN and the TOWN ENGINEER shall amend this Agreement to provide a successor rating service and ratings, which in the TOWN’S reasonable judgment are similar to what is required by this Agreement.

D. The TOWN ENGINEER and any sub-contractors shall be solely responsible for all deductibles and retentions contained in their respective policies and shall be commercially reasonable.

E. The TOWN will be included as an “Additional Insured” on the Commercial General Liability, Umbrella Liability, Professional Liability Insurance, and Business Automobile policies. The TOWN ENGINEER’S insurance policies will be primary over any and all insurance available to the TOWN, whether purchased or not, and must be non-contributory.

F. The terms and conditions of all policies may not be less restrictive than those contained in the most recent edition of the policy forms, as revised from time to time, issued by the Insurance Services Office (ISO) or the National Council on Compensation Insurance (NCCI). If ISO or NCCI issues new policy forms during the policy term of the required insurance, the TOWN ENGINEER will be required to comply with the new policy forms until the expiration date of the insurance policy affected by the change.

G. The TOWN ENGINEER will ensure that each insurance policy obtained by it or by its subtenants provides that the insurance company waives all right of recovery by way of subrogation against the TOWN in connection with any damage covered by any policy.

H. **Evidence of Insurance.** Prior to the TOWN ENGINEER commencing any work under this Agreement, satisfactory evidence of the required insurance shall be provided to the TOWN. Satisfactory evidence shall be either: (a) a copy of the declaration page certified by the insurer to the TOWN designating the TOWN as a “loss payee” or “additional insured” as appropriate; or (b) a certified copy of the actual insurance policy. The TOWN, at its sole option, may from time to time request a certified (by the insurer) copy of any or all insurance policies required by this Agreement. The TOWN ENGINEER, in the manner provided in this Agreement for giving notice, shall forward to the TOWN any of the instruments required hereunder within thirty (30) days of request by the TOWN or, on a yearly basis, not later than the effective date of any policy or policy renewal. Use of a certificate of insurance shall not be acceptable proof that the insurance is in force. If the TOWN ENGINEER does not furnish proof of insurance as set forth in this section within thirty (30) days of the receipt of a request therefore from the TOWN or on a yearly basis, or if the TOWN ENGINEER fails to at all times maintain adequate insurance as

required herein, the TOWN may, but shall not be obligated to obtain insurance to satisfy the required coverages. In such event, the TOWN shall invoice the TOWN ENGINEER for the costs and premiums attributable to such insurance at the Default Rate, and the TOWN ENGINEER shall pay to the TOWN, within ten (10) days after the TOWN ENGINEER'S receipt of the invoice, all such insurance costs and premiums.

I. **Required coverages.** As a minimum the TOWN ENGINEER will procure and maintain (or cause to be procured and maintained) the following coverages:

1. **Professional Liability.** The TOWN ENGINEER must ensure that Architects and Engineers Errors and Omissions Liability insurance specific to the construction activities is obtained prior to the commencement of any design or construction-related activities under this Agreement. If coverage is provided on a "Claims Made" basis, the policy must provide for the reporting of claims for a period of two (2) years following the completion of all design or construction activities. The minimum limits acceptable are \$1,000,000 per occurrence and \$3,000,000 in the aggregate annually. If the TOWN ENGINEER obtains Contingent Professional Liability Insurance or Owner's Protective Professional Indemnity Insurance in order to comply with this requirement, then the TOWN shall be an "additional insured" to such professional liability insurance policy. Unless approved by the TOWN to the contrary, the policy shall not have a deductible of greater than \$50,000.

2. **Commercial General Liability.** During the term of this Agreement, the TOWN ENGINEER shall maintain Commercial General Liability Insurance. Coverage shall include, as a minimum: (i) Premises Operations, (ii) Personal Injury Liability, (iii) Property Damage, (iv) Expanded Definition of Property Damage, (v) Products and Completed Operations, and (vi) Incidental Contractual Liability. The minimum limits acceptable shall be not less than \$3,000,000 per occurrence for bodily injury or death of one or more persons and not less than \$3,000,000 per occurrence for property damage in aggregate, all with respect to any activities occurring pursuant to this Agreement, whether arising for design, construction, maintenance, use, or occupancy, and naming the TOWN as an "additional insured." The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Commercial General Liability policy. Unless approved in the sole discretion of the TOWN, no primary policy shall have a deductible of more than \$10,000, and the excess/umbrella policy shall provide insurance for any loss or damage over the maximum limits of the primary policy.

3. **Workers' Compensation and Employers Liability.** The TOWN ENGINEER shall maintain Workers' Compensation Insurance, employer's liability insurance and any other insurance as required by Florida Statutes. In addition, the TOWN ENGINEER must obtain Employer's Liability Insurance with limits of not less than: (i) \$500,000 Bodily Injury by Accident, (ii) \$500,000 Bodily Injury by Disease, and (iii) \$500,000 Bodily Injury by Disease, each employee.

4. **Business Automobile Liability.** During the term of this Agreement consummated under this Agreement, the TOWN ENGINEER shall maintain Business Automobile Liability Insurance with coverage extending to all Owned, Non-Owned and Hired autos. The minimum limits acceptable shall be \$1,000,000 Combined Single Limit (CSL). The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be restrictive than the underlying Business Automobile Liability policy.

J. **Premiums and renewals.** The TOWN ENGINEER shall pay as the same become due all premiums for the insurance required by this section, shall renew or replace each such policy and deliver to the TOWN evidence of the payment of the full premium thereof prior to the expiration date of such policy.

K. **Adequacy of Insurance Coverage.** (1) The adequacy of the insurance coverage required by Article VII may be reviewed periodically by the TOWN in its reasonable discretion. The TOWN may request a change in the insurance coverage, if it is commercially reasonable, customary and commonly available regarding similar types of consulting contracts. (2) The TOWN ENGINEER has the right to contest the request for a change in insurance, but must be commercially reasonable.

L. **Town Right to Procure Insurance.** If the TOWN ENGINEER refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the TOWN, at its option, may procure or renew such insurance. In that event, all commercially reasonable amounts of money paid therefor by the TOWN shall be treated as charge payable by the TOWN ENGINEER to the TOWN, together with interest thereon at the highest lawful rate of interest then permitted to the date of payment thereof by the TOWN ENGINEER. Such amounts, together with all interest accrued thereon, shall be paid by the TOWN ENGINEER to the TOWN within ten (10) days of written notice thereof.

VIII. STANDARDS OF CONDUCT

A. The TOWN ENGINEER agrees that he has not employed or retained any company or person, other than a bona fide employee working solely for the TOWN ENGINEER, to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than bona fide employee working solely for the TOWN ENGINEER any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. The TOWN ENGINEER shall comply with Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age or national origin in the performance of work under this Agreement.

C. The TOWN ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the TOWN ENGINEER, or any interest in property which the TOWN ENGINEER may have. The TOWN ENGINEER further

certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing, to the TOWN.

D. The TOWN ENGINEER shall maintain an adequate and competent professional staff and may associate with such staff professional specialists for the purpose of ensuring and enlarging its services hereunder, without additional cost to the TOWN. Should the TOWN ENGINEER desire to utilize such specialists, the TOWN ENGINEER is fully responsible for satisfactory completion of all work within the scope of this Agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first written above.

TOWN ENGINEER
BSE CONSULTANTS, INC.

TOWN:
TOWN OF MELBOURNE BEACH,
FL

By: _____
Scott M. Glaubitz, P.E., P.L.S.
President

By: _____
Elizabeth Mascaro
Town Manager

By: _____
Amber Brown
Town Clerk

EXHIBIT A

SCOPE OF SERVICES

The services to be provided by the TOWN ENGINEER under this Agreement fall generally in the category of Studies and Reports, Land Surveying, Preliminary and Final Engineer, Land Planning, Assistance and Services during construction which are generally described as follows:

I. ENGINEER'S SERVICES

It is understood and agreed that the scope of this Agreement will consist of various Services, Projects or Programs (consisting of a collection or grouping of separate projects or services) and that each Service, Project or Program shall be authorized separately by a Work Order issued under the terms of this Agreement or by direction from the Town Manager. Prior to the initiation of any Service, Project or Program, TOWN ENGINEER and the TOWN shall mutually agree upon detailed scope of work consulting fee and schedule as practicable. The scope includes, but is not limited to the following continuing professional services:

- A. Providing representation at TOWN meetings to advise the TOWN and its staff on engineering, land surveying and planning matters;
- B. Review development plans submitted for TOWN approval and provide comments as to conformity with applicable regulations;
- C. Preparing Right-of-Way and Design surveys, construction plans, specifications and contract documents for individual road projects;
- D. Providing land, hydrographic and topographic surveys;
- E. Providing design, construction observation and management services;
- F. Preparing various types of feasibility studies;
- G. Providing or obtaining consulting services for site investigations, including, but not limited to, topography, soil conditions, geology, drainage, vegetation, development suitability and erosion control;
- H. Assisting the TOWN to obtain project financing, permits and grants, including assistance in preparing applications and attending public hearings;
- I. Providing Comprehensive Planning services;
- J. Providing Park and Recreation Planning and Design;
- K. Providing Public (Capital) Improvement Programming and Budget information.

In addition, TOWN ENGINEER shall provide other general engineering, planning, surveying, architectural and management consulting services to the TOWN on a project-by-project basis, upon request by the TOWN.

II. TOWN'S RESPONSIBILITIES

The TOWN will:

A. Call upon the TOWN ENGINEER for those professional services which may be needed by the TOWN from time to time and the TOWN deems necessary;

B. Make available, without charge or unreasonable delay, information needed by the TOWN ENGINEER in pursuit of his official duties including, but not limited to, prints of maps, plats, or Ordinances, right-of-way maps, previous reports and any other data relative to design, construction and operation, all of which the TOWN ENGINEER may rely on in performing his services;

C. Furnish the TOWN ENGINEER with a copy of the minutes of Board and TOWN Council meetings as may be required;

D. Provide full information as to TOWN requirements;

E. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the TOWN ENGINEER and render decisions pertaining thereto within a reasonable time so as not to delay the services of the TOWN ENGINEER;

F. Pay for all legal advertisements incidental to obtaining bids or proposals from contractors;

G. The Town Manager will act as the TOWN'S representative with respect to the work to be performed under this Agreement. Such person shall have the authority to issue Work Orders and/or provide direction under this Agreement, transmit instructions, receive information, interpret and define TOWN'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement;

H. Pay all permit application filing fees.

III. METHOD OF AUTHORIZATION

Each Service, Project or Program shall be authorized by Work Order issued for the TOWN or direction by the Town Manager. Any Work Order, mutually agreed upon by the parties hereto prior to its issuance, shall include a detailed scope of work, method of payment, project schedule and special provisions or conditions specific to the Service, Program or Project being authorized. Authorization of Services, Programs or Projects under this Agreement shall be at the sole option of the TOWN.



BSE Consultants, Inc.

Standard Contract Provisions

1. **Scope of Services** - The undertaking of BSE Consultants, Inc. as well as its agents, representatives, consultants, officers, directors and employees, herein referred to as "Engineer" to perform professional services under this Agreement extends only to those services specifically described herein. However, if requested by the Client and agreed to by the Engineer, the Engineer will perform additional services ("Additional Services") hereunder and shall be compensated therefore as set forth below. In addition, the Engineer is authorized to perform Additional Services, for which the Engineer will be similarly compensated, for those services arising due to emergencies, errors or other unanticipated actions by the Client's contractor(s), revised regulations governing the Engineer's services, and when, in the Engineer's opinion, Additional Services are advisable as a result of other factors required by other authorities and such Additional Services are clearly in the Client's interest and advance authorization cannot be obtained. In the event of the performance of such Additional Services, the Engineer will notify the Client as soon as practical of the necessity and inception of the services.
2. **Client's Responsibilities** - In addition to any responsibilities specifically described herein, the Client shall have the following responsibilities to the Engineer:
 - a. Designate in writing a person to act as his representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives and expectations for the project. These data shall include all numerical criteria that are to be met and all standards of development, design or construction that are to be followed.
 - c. Provide to the Engineer all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary, in the Engineer's opinion, such as site survey and engineering data, environmental impact assessments or statements, environmental audits, zoning, title policy, title assessment or other land use regulations, etc., upon all of which the Engineer may rely.
 - d. Arrange for access to the site and other private or public property as required for the Engineer to provide the services under this Agreement.
 - e. Review all documents or verbal reports presented by the Engineer and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Engineer's services.
 - g. Provide such independent accounting, legal, insurance, cost estimating, and overall feasibility services beyond the scope of this Agreement as the Client may require or the Engineer may reasonable request with regard to the professional fields listed above.
 - h. Give prompt written notice to the Engineer whenever the Client becomes aware of any development that affects the scope and timing of the Engineer's service or any defect or noncompliance in any aspect of the project.
 - i. Bear all costs incident to the responsibilities of the Client.

3. **Period of Services** - Unless otherwise provided herein, the Engineer will begin work promptly after receipt of a fully executed copy of this Agreement and, unless specified otherwise herein, shall complete the services within a reasonable length of time. The provisions of this section and the compensation to the Engineer included in this Agreement have been agreed to in anticipation of a continuous and orderly progress through the completion of the Engineer's services.

- a. Times for performance agreed to herein shall be extended to the extent necessary for delays due to natural disasters, strikes, untimely response from agencies or Client or other circumstances over which the Engineer has no control.
- b. If the Engineer's services are delayed or suspended in whole or in part, the times of performance shall be extended to the extent of such delay or suspension plus a reasonable additional time to allow for rescheduling; such suspension shall not terminate this Agreement unless the Engineer elects to terminate by written notice in accordance with other provisions of this Agreement. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond the Engineer's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

4. **Compensation for Services** - Unless specifically agreed to herein, the following standard provisions as to compensation amounts shall be applicable.

- a. The Engineer shall be compensated for the services specifically described herein in accordance herewith.
- b. If the Engineer performs Additional Services, the Client shall pay the Engineer for the performance of those Services an amount (in addition to all other amounts payable under this Agreement) based upon the Engineer's current hourly Fee Schedule rates for the actual time spent by the Engineer in providing such Additional Services plus 1.15 times the direct expenses ("Direct Expenses") so incurred by the Engineer in providing such services (except as otherwise provided in paragraph (c) below or as defined within the Fee Schedule, whichever is greater.
- c. In addition to amounts payable by the Client to the Engineer hereunder, the Client shall be invoiced for and shall pay to the Engineer and in accordance with paragraph (5) all taxes, if any, whether state, local, or federal, levied with respect to such amounts.

5. **Payments for Services**

- a. Invoices will be submitted by the Engineer to the Client monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of each such invoice will be due within twenty-five (25) days of the receipt thereof. A service charge of 1.5% will be added to delinquent accounts for each month of delinquency.
- b. If the Client fails to make any payment due the Engineer for services and expenses within thirty (30) days after the Engineer's transmittal of its invoice therefore, the Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until all amounts due hereunder are paid in full.
- c. In the event any invoice or portion thereof remains unpaid for more than sixty (60) days following the invoice date, the Engineer may initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable including accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expenses shall include, but shall not be limited to, the

cost, determined at the Engineer's normal hourly billing rates, of the time devoted to such proceeding by its employees.

- d. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency or conditions unless expressly set forth in this Agreement.
- e. In the event that the Client is not the record owner of the property covered by this Agreement, the Engineer may consider the Client's representation and signature on this Agreement as evidence that the Client has the Owner's permission and consent to enter into this Agreement. It shall be the Client's responsibility to inform the Engineer of any change in ownership or change in any other circumstance that may affect the Engineer's ability to place a lien on the property if payment is not received according to the terms of this Agreement. The Client hereby acknowledges and agrees that the Engineer's Services and Additional Services are professional services that shall be performed in the practice of the Engineer's profession as a planner, engineer or other professional allowed lien rights under Florida law in connection with the specific parcel or parcels of real property referred to in this Agreement and that the Engineer shall be entitled to a lien upon such real property for the money owing to the Engineer for all such Services and Additional Services pursuant to Section 713.03, Florida Statutes (2005 or its successor), or otherwise pursuant to law or equity.

6. **Reuse of Documents** - All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Engineer to specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Engineer, and the Client shall indemnify and hold the Engineer harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.

7. **Electronic Media** - In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Engineer, the Client covenants and agrees that all such drawings and data are instruments of service of the Engineer, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyright.

The Client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against the Engineer resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Engineer specified in this Agreement.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than the Engineer specified in this Agreement or from any reuse of the drawings and data without the prior written consent of the Engineer.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by the Engineer, and the Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Engineer be liable for any loss of profit or any damages.

8. Opinions of Cost/Relationship with Contractors

- a. Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, he shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitations established by the Client will be paid for as Additional Services hereunder by the Client.
- b. If a limit with respect to construction or other costs is established by written Agreement between the Client and the Engineer, the following will apply:
 - i. The acceptance by the Client at any time during the performance of services hereunder of a revised opinion of probable cost in excess of the then-established cost limit will constitute a correspondence revision in the previously agreed cost limit to the extent indicated in such revised opinion.
 - ii. Any cost limit so established shall be increased by an appropriate bidding contingency unless another amount is established in writing.
 - iii. If the bidding or negotiating phase of the project has not commenced within six (6) months after the completion of the Engineer's design hereunder, the established cost limit will not be applicable, and the Client shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Engineer's design hereunder and the date on which proposals or bids are sought.
 - iv. If the lowest bona fide proposal or bid exceeds the established cost limit, the client shall (1) give written approval to increase such cost limit; (2) authorize negotiating or rebidding the project within a reasonable time, or (3) cooperate in revising the project's extent or quality. In the case of (3), the Engineer shall endeavor to, without additional charge, modify the plans and specifications prepared by it hereunder as necessary to bring the subject cost within the cost limit. The providing of such service will be the limit of the Engineer's responsibility in this regard and, having done so, the Engineer shall be entitled to payment for its services in accordance with this Agreement and shall have no further liability hereunder.
- c. Engineer shall serve as Client's professional representative for the services, and may make recommendations to Client concerning actions relating to Client's contractors, but Engineer specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. Client agrees to hold Engineer harmless from any claims resulting from performance of construction-related services by persons other than Engineer and Engineer shall not be responsible for the contractor's failure to perform the work in accordance with the requirements of the Agreement. In fulfilling its duties pursuant to the Agreement, Client permits Engineer to elect to subcontract to others certain tasks in its scope of services.

- 9. Termination** - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in

accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Engineer as a result of such termination. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Engineer for services rendered will be proportional amount of the total fee based on the ratio of the amount of the work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior to partial payments, if any, which have been made, plus any and all out-of-pocket expenses incurred by the Engineer in the performance of his duties and as defined in the contract herein, less prior payments for these expenses, if any, which have been made. In the event that the Engineer terminates the contract due to non-payment of fees, an amount equal to 15% of the balance of the fixed fee contract shall be due and payable to termination expenses and liquidating damages in addition to any fees and reimbursable expenses unpaid at the date of the termination and any work in progress but yet unbilled at the termination date.

- 10. Liability** - The Engineer is protected by Worker's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Engineer agrees to hold the Client harmless from loss, damage, injury, or liability arising directly from and to the extent of, the negligent acts or omissions of the Engineer, its employees, subconsultants or anyone for whom the Engineer is legally liable. If the Client specifically directs the Engineer to obtain increased insurance coverage, or if the nature of the Engineer's activities requires additional Worker's Compensation or similar insurance coverage, the Engineer will take out such additional insurance, if obtainable, at the Client's expense. Further, the Client shall hold the Engineer harmless from any damages caused by delay if work is suspended due to non-payment under the terms of this Agreement. Client shall require its construction contractor to include Engineer as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowed by law.

PURSUANT TO F.S. 558.0035, AN EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

It is agreed that, in accordance with and subject to the provisions of the foregoing paragraphs, the Client will limit any and all liability, claim for damages, cost of defense or expenses to be levied against the Engineer on account of any and all design defects, errors, omissions, professional negligence or damages from any cause or causes, to the Engineer's total fee for services rendered on this project, or \$100,000.00 whichever is greater. It is intended that this limitation of liability apply to any and all liability or causes of action; however alleged or arising unless otherwise prohibited by law. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by the Engineer of such limitation for defects, errors, omissions, or professional negligence, and require, as a condition precedent to his (or its) performance of such work, an identical limitation of liability on his (or its) part against the Engineer. In the event the Client fails to obtain an identical limitation of liability provision as to defects or negligence, the Client shall indemnify and hold the Engineer harmless for any liability related to error, omissions or act of professional negligence in such a manner and to such extent that the aggregate liability of the Engineer, including awards and costs assessed by any mediator-arbitrator for such defect or negligence to all parties including the Client, shall not exceed the aforementioned limitation of liability amount. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or materialmen to install work in accordance with the plans and specifications.

If Client desires a limit of liability greater than that provided above, Client and Engineer shall include in part 10 of this Agreement the amount of such limit and the additional compensation to be paid to Engineer for

assumption of such additional risk. Client waves all claims for loss in excess of such limitations. This section shall survive termination of this Agreement or the applicable Agreement.

11. **Consequential Damages** - IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, ENGINEER SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF ENGINEER. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.
12. **Standard of Care** - In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its professional practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder.
13. **Failure to Pay** - In the event the Client shall fail to pay any sum due hereunder within ten (10) days after submission of a statement, and the Engineer must file suit to collect same, then in that event, the Client agrees to pay all costs of collection, including reasonable attorneys' fees, to the Engineer.

Engineer will send Client statements for services rendered and costs advanced at regular intervals. Client agrees to carefully read all billing statements and promptly notify Engineer in writing of any claimed errors or discrepancy within fifteen (15) days from the date of statement. If Engineer does not receive such notice from Client in writing within the applicable fifteen (15) day period, it is presumed that Client agrees with all correctness, accuracy and fairness of the billing statement.

14. **Expenses of Litigation** - In the event litigation in any way related to the services performed hereunder is initiated against the Engineer by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Engineer, the Client shall reimburse the Engineer for all its reasonable attorney's fees and other expenses related to said litigation.

Such expenses shall include, but shall not be limited to, the cost determined at the Engineer's normal hourly billing rates, of the time devoted to such litigation by the Engineer's employees.

15. **Hazardous Substances/Site Conditions/Access** - Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. The Parties agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. Engineer shall notify Client should unanticipated Conditions be encountered. Client retains title to all Conditions and shall report to the appropriate public agencies, as required, any Conditions that may present a potential danger to the public health, safety, or the environment. It is understood and agreed that in seeking the professional service of the Engineer under this Agreement, the Client does not request the Engineer to undertake or perform any services, studies, or tests, or to make any determinations involving hazardous substances, as defined by federal law. Therefore, the Engineer undertakes no such obligation hereunder, and the Client agrees to hold harmless, indemnify, and defend the Engineer from and against any and all claims, losses, damages, liability, and costs to the extent arising for or any way connected with such Conditions, substance, element, material, or any combination of the foregoing produced, emitted, or released from the site or project. If any condition regarding a hazardous substance, including but not

limited to, asbestos, is observed by the Engineer or is alleged during the course of the performance of the services hereunder, the Engineer shall have the right to cease all services until the hazardous substance condition has been eliminated. The Engineer shall have the responsibility to notify the Client of any such condition of which the Engineer becomes aware, and the Client shall be solely responsible for the elimination of the hazardous substance condition. If the services to be performed by the Engineer hereunder cannot be performed because of the existence of the hazardous substance condition, the existence of the condition shall be deemed to be a substantial failure on the part of the Client to perform in accordance with the terms of this Agreement, through no fault of the Engineer, for the purposes of termination under Paragraph Number 9.

When entry to property is required for Engineer to perform services, Client shall provide or obtain right-of-entry to the applicable site.

16. **Safety** - Engineer has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the services, Engineer specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Engineer employees.
17. **Assignment and Subcontracting** - Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Engineer and not for the benefit of any other party. Neither the Client nor the Engineer shall assign, sublet, or transfer any rights or interests in this Agreement without the written consent of the other. However, nothing contained herein shall prevent or restrict the Engineer from employing independent professional associates or consultants, as the Engineer may deem appropriate to assist in the performance of services hereunder. The services may be performed by any affiliated company of Engineer under its common insurance program.
18. **Confidentiality** - The Client hereby consents to the use and dissemination by the Engineer of photographs of the Project and to the use by the Engineer of facts, data and information obtained by the Engineer in the routine performance of the services hereunder. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client, the Engineer shall use reasonable care to maintain the confidentiality of such identified material.
19. **Controlling Law** - This Agreement is to be governed by the law of the State of Florida.
20. **Statute of Limitation** - To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.
21. **Statutory Terms Applicable to State Political Subdivisions** - As provided in F.S. 287.135, Engineer certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel pursuant to F.S. 215.4725, and it has not been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List pursuant to F.S. 215.473, nor is engaged in business operations in Cuba or Syria. This Agreement may be terminated at the option of the Client if Engineer is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is found to have submitted a false certification as provided under F.S. 287.135 (5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Pursuant to F.S. 287.138, and as such terms are defined therein, Engineer is not owned by a foreign country of concern, nor does a foreign country of concern have any controlling interest in Engineer. Engineer is organized under the laws of the State of Florida.
22. **Dispute Resolution** - The parties shall attempt to settle all claims, disputes, and controversies ("Claims") arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, by discussion between the parties' senior representatives. If any

dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation at the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and Engineer may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain payment for its Services. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs and reasonable attorney's fees from the other party.

23. **Binding Effect** - This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
24. **Merger/Amendment** - This Agreement constitutes the entire Agreement between the Engineer and the Client and negotiations, written, and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.
25. **Severability and Waiver of Provisions** - Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
26. **Consideration** - As specific consideration for the indemnification provided the Engineer by the Client, the Engineer shall pay the Client the amount of One Dollar (\$1.00) by credit upon the transmittal to the Engineer of a signed contract/agreement.
27. **Titles** - The titles used in this Agreement are for general reference only and are not part of the Agreement.

Ver.14NOV2024



BSE Consultants, Inc.
312 S. HARBOR CITY BLVD.
MELBOURNE, FL 32901
3217253674

ABC Company, LLC
Accounts Payable
555 5th Avenue
Melbourne, FL 32901

240
INVOICE

Invoice Date: 3/16/23
Due Date: 4/15/23
Total Amount: \$2,818.61
Invoice Number: 12480
Invoice Period: 01/01/23 - 01/31/23
Terms: Net 30
Project: 11111 - ABC Company, LLC

[Pay Invoice](#)

INVOICE SUMMARY

Description	Amount
Task 7. Services During Construction-Hourly	\$2,688.75
Expenses	\$129.86

Description	Total Budget	Total Billed (%)	Prior Billings		This Invoice	
			% Billed	\$ Billed	% Billed	\$ Billed
Task 1-Boundary Survey	\$2,600.00	100.00%	100.00%	\$2,600.00	--	--
Task 2-Topographic Survey	\$2,100.00	100.00%	100.00%	\$2,100.00	--	--
Task 3-Conceptual Site Plans-Hourly	--	--	--	\$5,967.50	--	--
Task 4-Design Plans	\$16,900.00	100.00%	100.00%	\$16,900.00	--	--
Task 5. Project Coordination-Hourly	--	--	--	\$823.75	--	--
Task 6-Permitting	\$4,150.00	100.00%	100.00%	\$4,150.00	--	--
Task 7. Services During Construction-Hourly	--	--	--	\$10,078.75	--	\$2,688.75
Additional Services: Condo Documents-Hourly	--	--	--	\$1,065.00	--	--
BUDGET TOTALS	\$25,750.00			\$43,685.00		\$2,688.75

TOTAL: \$2,818.61
PRIOR BALANCE: \$0.00
PAYMENTS: \$2,818.61
BALANCE DUE: \$0.00



BSE Consultants, Inc.
312 S. HARBOR CITY BLVD.
MELBOURNE, FL 32901
3217253674

2411
INVOICE

ABC Company, LLC
Accounts Payable
555 5th Avenue
Melbourne, FL 32901

Invoice Date: 3/16/23
Due Date: 4/15/23
Total Amount: \$2,818.61
Invoice Number: 12480
Invoice Period: 01/01/23 - 01/31/23
Terms: Net 30
Project: 11111 - ABC Company, LLC
WalletLink

TIME DETAILS

Employee	Title	Date	Code	Description	Hrs	Rate	Amount
Task 7. Services During Construction-Hourly							
Alicia Mateo	Administrative Technician	1/24/23	General Administration:920-County Correspondence	BC: RFI/COC/ASB RTC	0.50	\$75.00	\$37.50
Hassan Kamal PE	Principal Engineer	1/23/23	Construction:415-Review As-built		0.50	\$210.00	\$105.00
Alicia Mateo	Administrative Technician	1/16/23	General Administration:920-County Correspondence	BC: RFI/COC/ASB RTC	0.50	\$75.00	\$37.50
Hassan Kamal PE	Principal Engineer	1/16/23	Construction:415-Review As-built		0.50	\$210.00	\$105.00
Alicia Mateo	Administrative Technician	1/13/23	General Administration:920-County Correspondence	BC: RFI/COC/ASB RTC	0.50	\$75.00	\$37.50
Hassan Kamal PE	Principal Engineer	1/10/23	Construction:418-Certification	none	1.00	\$1,950.00	\$1,950.00
Alicia Mateo	Administrative Technician	1/9/23	General Administration:919-City Correspondence	Cocoa: Water ASB RTC	0.50	\$75.00	\$37.50
Alicia Mateo	Administrative Technician	1/9/23	General Administration:920-County Correspondence	BC: RFI/COC/ASB RTC	0.25	\$75.00	\$18.75
Hassan Kamal PE	Principal Engineer	1/9/23	Construction:415-Review As-built		0.50	\$210.00	\$105.00
Alicia Mateo	Administrative Technician	1/5/23	General Administration:918-Agency Correspondence	SJ: ASB Cert	0.50	\$75.00	\$37.50
Alicia Mateo	Administrative Technician	1/5/23	General Administration:920-County Correspondence	BC: RFI/COC/ASB	0.50	\$75.00	\$37.50
Alicia Mateo	Administrative Technician	1/4/23	General Administration:918-Agency Correspondence	SJ: ASB Cert	0.50	\$75.00	\$37.50
Alicia Mateo	Administrative Technician	1/4/23	General Administration:920-County Correspondence	BC: FP RTC	0.25	\$75.00	\$18.75
Alicia Mateo	Administrative Technician	1/3/23	General Administration:920-County Correspondence	BC: RFI/COC/ASB	0.25	\$75.00	\$18.75
Hassan Kamal PE	Principal Engineer	1/3/23	Construction:415-Review As-built		0.50	\$210.00	\$105.00
Task 7. Services During Construction-Hourly					7.25		\$2,688.75
TOTAL FEES					7.25		\$2,688.75



BSE Consultants, Inc.
312 S. HARBOR CITY BLVD.
MELBOURNE, FL 32901
3217253674

INVOICE 242

ADI Development

Erik Costin
Erik Costin
1005 Viera Blvd, Suite #201
Rockledge, FL 32955

Invoice Date: 3/16/23
Due Date: 4/15/23
Total Amount: \$2,818.61
Invoice Number: 12480
Invoice Period: 01/01/23 - 01/31/23
Terms: Net 30
Project: 11111 - ABC Company, LLC
WalletLink

EXPENSE DETAILS

Date	Description	Rate	Amount
1/31/23	Copies/Prints	\$0.00	\$14.74
1/9/23	Postage/Courier	\$0.00	\$15.12
1/3/23	TEST-NOT AN ACTUAL EXPENSE	\$0.00	\$100.00
TOTAL EXPENSES			\$129.86

**FEE SCHEDULE – 2025**

Principal Engineer.....	\$258.00/Hour
Senior Project Engineer	\$206.00/Hour
Senior Engineer.....	\$185.00/Hour
Project Engineer.....	\$172.00/Hour
Staff Engineer	\$137.00/Hour
Professional Surveyor	\$170.00/Hour
Professional Surveyor + 1 Surveyor	\$227.00/Hour
Professional Surveyor + 2 Surveyors.....	\$315.00/Hour
Professional Surveyor + 3 Surveyors.....	\$375.00/Hour
Senior Surveyor	\$185.00/Hour
Senior Surveyor + 1 Surveyor	\$278.00/Hour
Senior Surveyor + 2 Surveyors	\$345.00/Hour
Senior Surveyor + 3 Surveyors	\$422.00/Hour
Environmental Specialist -1	\$103.00/Hour
Senior CADD Designer	\$125.00/Hour
CADD Designer.....	\$ 94.00/Hour
Jr. CADD Designer.....	\$ 62.50/Hour
Administrative Technician.....	\$ 94.00/Hour
Administrative Assistant.....	\$ 82.50/Hour
Jr. Administrative Assistant.....	\$ 62.50/Hour
Construction Inspector.....	\$150.00/Hour
1-Man Survey Crew.....	\$150.00/Hour
2-Man Survey Crew.....	\$185.00/Hour
3-Man Survey Crew.....	\$227.00/Hour
4-Man Survey Crew.....	\$258.00/Hour
Expert Witness	\$382.00/Hour

REIMBURSABLE EXPENSES

24"x36" Regular (Black/White) Prints	\$2.75/Page
24"x36" Color Prints.....	\$8.50/Page
Black/White Copies:	8.5"x11" (\$0.20), 8.5"x14" (\$0.25), 11"x17" (\$0.30)
Color Copies:	8.5"x11" (\$0.20), 8.5"x14" (\$0.25), 11"x17" (\$0.30)
All Other Sizes and Outsourced Prints/Copies	Prices Available By Request
Faxes	\$1.75/Page
Mileage at IRS Standard Rate (2023)	\$0.70/mile
Charter Airfare	AT COST
Permit Application Fees.....	AT COST
Postage	AT COST

Town Commission Meeting

Section: New Business
 Meeting Date: February 19, 2025
 From: Elizabeth Mascaro, Town Manager
 Re: **Town Improvements (Street signs, poles & banners)**
Closing Fund 351 Land and Road Improvements

Background:

Vice Mayor Barlow requested an estimated price to complete the blue street signs, upgraded poles and banners. The project requires an additional @145 blue street signs, 4 street poles with hardware and 6 banners. The cost will be @\$11,554 plus shipping and tax. This does not include new poles for the street signs that we have installed in the past. Existing poles will remain. Many residents have called Town Hall to express their appreciation for the blue street signs. Residents report the signs are easier to read when it rains and at night.

I have made the following adjustment in Fund 351:

Revenue Removed: \$(40,000) transfer in from Ryckman Park Fund

\$ 3,000 for landscaping (flowers, bushes etc.)
 \$ 2,500 for ground maintenance (mulch, sprinklers etc.)
\$ 6,000 for Bi-Centennial Park water feature
\$(11,500) Expense Removed

11,554 Street signs, poles & banners
 1,500 Butterfly garden Bi-Centennial (donated funds)
10,000 Veterans Park improvements (Parks Board project)
\$23,540 Expense Remaining in Fund

\$17,352.36 Employment expense-Deputy Town Clerk
\$17,352.36 Additional Expense Added to Fund

\$40,406.36 Total Expense in Fund 351

FY24 Revenue Roll Forward:

\$40,406.35

Total Revenue in Fund 351

Revenue/Expense \$ 0.00

Fund 351 Closed

Recommendation:

I would request the Commission consider completing the street sign project for \$11,554. The \$40,000 transfer in from Ryckman Park Fund has been removed. Those monies may be moved to the Fund of your agreed upon choice.

The roll forward funds from FY2024 were designated for improvements to Oak Street with additional palm tree plantings, landscaping, irrigation, lighting etc. to occur in FY2026.

Fund 351 was scheduled to close in FY 2026, as the Fund was no longer necessary. The items allocated out of Fund 351 can be incorporated into Fund 175 Ryckman Park.

I will address the additional expense for a Deputy Town Clerk on a different agenda item.

Attachments:

Fund 351 with Adjustments

TOWN OF MELBOURNE BEACH
SPECIAL REVENUE FUND 351
LAND AND ROAD IMPROVEMENTS
STATEMENT OF REVENUES AND EXPENDITURES
FY2025 BUDGET

Dept 41	Fund 351	FY23	FY24	FY25
	Land & Road Improvements	Actual	To Date	Budget

Revenues				
381.00.00	Transfer In	30,000.00	\$ 90,000.00	
366.19.00	Donations	1,500.00		
TOTAL REVENUE		31,500.00	\$ 90,000.00	

40,000
removed

Expenditures				
500.00.00	Employment Expense	2,680.29		\$ 17,352.36
570.31.00	Professional Services	\$ 10,152.50	\$ 1,222.50	
570.31.21	Engineering Fees			
570.34.90	Construction			
570.34.91	Landscaping	\$ 3,542.76	\$ 21,024.00	
570.43.15	Electrical Work			
570.46.15	Equipment Repair			
570.46.40	Ground Maintenance	\$ 7,111.14	\$ 2,249.25	
570.46.43	Tree Expense		\$ 350.00	
570.48.00	Promotional			
570.51.00	Office Supplies	\$ 133.57		
570.52.25	Tool Rental			
570.53.20	Signs	\$ 11,740.65	\$ 38,753.10	\$ 11,554.00
570.64.01	Capital Outlay	\$ 14,460.18	\$ 12,860.00	
64.01 Projects	Veterans Park			\$ 10,000.00
	Bi-Centennial Butterfly Garden			\$ 1,500.00
TOTAL EXPENSES		\$ 49,821.09	\$ 76,458.85	40,406.36

New

\$ 3,000.00

\$ 2,500.00

\$ 18,446.00

\$ 6,000.00

REVENUES OVER EXPENSES	\$ (18,321.09)	\$ 13,541.15	-40,406.36
CASH BALANCE SUMMARY			
Beginning Cash Balance 10/1	\$ 45,186.30	\$ 26,865.21	40,406.36
Adjustment			
Ending Cash Balance 9/30	\$ 26,865.21	\$ 40,406.36	0.00

Town Commission Meeting

Section: New Business

Meeting Date: February 19, 2025

From: Elizabeth Mascaro, Town Manager

Re: Purchase Power DMS Power Policy

Background:

Power DMS is a software program that will allow the Town to upload its personnel manual, safety manual and procedure manuals for all departments including fire.

The software will allow HR to schedule trainings, create tests to validate understanding, maintain certificate records, track changes and provide an audit trail of changes made, when and by whom. The trainings and tests are designed to improve employee productivity and competency and reduce incidents of worker compensation accidents. Fewer accidents results in lower worker compensations rates and hours that are more productive spent on the job.

The Police Department already has this software; Law Enforcement requires a firewall separation between police and town hall.

This software will allow updates to be made easily to Town policies and procedures, and provide employees:

- * A side by side comparison of what has changed and;
- * will require an electronic signature to confirm understanding of the new policy and;
- * will provide easy access from their workstations and;
- * will allow employees to print their training certificates.

There is a onetime set up fee: \$2,100

Annual Policy Module:	\$5,329
Annual Test Module:	<u>\$ 300</u>
	\$5,629 Total Annual Cost

The annual software cost will be spread among all departments.

The current cost will be paid for from Professional Services –Fund 175 Ryckman Park (175-75-575.31.00)

Recommendation:

Consider approval of DMS software program supporting HR and employee training.

Attachments:

Why Power Policy (1), Why Add Training (1) DMS Contract

Why PowerPolicy



Policies aren't meant to collect dust on a shelf

You can no longer risk assuming that your staff took the time to review and sign the latest policy changes. PowerPolicy takes policy from theory to practice by putting them into the hands of your staff at all times.



Map Policies to Standards

Easily map policies to accreditation standards and be alerted when a policy change impacts compliance.*



Tie Policies to Training

Turn policies into practice by linking them to on-the-job training requirements and proficiencies.**



Use a Trusted Solution

20+ years of experience helping 5,000+ public safety agencies maintain policy compliance.

66

Because of [PowerPolicy], not only have we saved a bunch of trees and a whole bunch of money, but my officers are now even more informed and I'm able to prove it."

Stephanie Erb

McHenry Police Department (IL)

Key Features

- **Side-by-side comparison** makes it easy for staff to see what's changed when signing a policy update
- **Electronic signatures** ensure staff see and understand policy changes
- **Workflows** make policy updates a breeze with one place to collaborate
- **Dashboards and scheduled reports** make it easy for supervisors to hold staff accountable for signing policies
- **Microsoft, Google Drive and OneDrive integrations** let you keep using the tools you already know
- **Audit trails** let admins know what's changed, when, and by whom

*Must have PowerStandards

**Must have PowerFTO

Why Add Training?

Training records aren't meant to be scattered all over the place

Training is the bedrock of public safety but oftentimes records are stored in multiple places, can't be accessed by each employee, and require so much manual work to manage. The Training add-on centralizes all your training records in one place so you can track, manage, and report on them with ease.



Put Policies into Practice

Connect policies to training. Courses are auto-updated when a policy is revised.



Centralize Training Records

Say goodbye to filing cabinets and track all your training in one place, digitally.



Provide Self-Service

Staff can see and print their own certificates rather than asking the training team.

66

*By moving our redundant training online to PowerDMS we **saved \$87,000 annually** on backfill costs. We can now focus on scenario-based training during classroom hours."*

Monroe County Sheriff's Office (FL)

Key Features

- **Course timers** ensure staff meet all the required hours
- **Reminders** notify staff when training is nearing expiration, automatically
- **Tests** can be attached to policies to validate staff understand the content
- **Training record storage** of internal or external training courses
- **Reports** make it easy to prove accreditation compliance and see outstanding training
- **Course builder** allows for online or hybrid training options



SERVICES AGREEMENT

V091024

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.



3. Customer Responsibilities.
 - a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
 - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
 - a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) **Purchase Orders.** Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
- 6. **Term and Termination.**
 - a) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) **Termination for Cause; Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
- 7. **Audit Rights.** Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
- 8. **Maintenance; Modifications; Support Services.**
 - a) **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) **Program Documentation; Training Materials.** "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.



- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.

- a) **Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) **Equitable Relief.** The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. **Representations, Warranties, and Disclaimers.**

- a) **Mutual Representations.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) **Additional Customer Representations and Warranties.** Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of



its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.



19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.



- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.



TOWN OF MELBOURNE BEACH, FLORIDA

Personnel Policies

Presented on February 19, 2025



TOWN OF MELBOURNE BEACH

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Personnel Policies

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**CHAPTER 1
TOWN OF MELBOURNE BEACH
GENERAL PROVISIONS**

1.01 Purpose

The purpose of ~~these Personnel Policies~~ is to provide a general guide for the personnel administration of the Town of Melbourne Beach. ~~this Administrative Policies and Procedures Manual ("Manual") is to establish guidelines and procedures to govern Town employees.~~

In the event that the policies ~~or procedures in this Manual~~ conflict with the Town Charter, Town Ordinances or County, State or Federal laws, as now exist or may be amended, or promulgated in the future, the Town Charter, Town ~~O~~rdinances or the County, State or Federal law shall take precedence.

It is the intent of these policies to assure fair treatment of all Town employees in all aspect of personnel administration. These policies shall be carried out without regard to an employee's political affiliation, race, color, creed, national origin, religion, marital status, handicap, age or sex with proper regard for an employee's privacy and rights as a citizen.

All employees serve at the pleasure of the Town and no employee shall have any vested rights in employment. Nothing in these personnel policies and procedures is intended or implied to create a contract for employment for any specific period of time, and no representative or Town entity, except the Town Commission, has the authority to enter into any such contract for employment for any specific period of time. It is the intent of the Town to have a mutually beneficial relationship with each employee. Each employee should endeavor to improve performance and skills to enable the Town to offer quality services to the public and provide opportunities for advancement of employees.

Nothing in this Manual is intended to create any contract rights or property interest in employment or to bind the Town or any employee to a specific or definite period of employment.

1.02 Positions Covered

~~These policies is Manual~~ covers all Town employees unless otherwise noted.

1.03 Administration

The Human Resources Manager is responsible for the administration and direction of the Town's personnel program. The Town Manager is responsible for enforcing ~~this these policies Manual~~

Department ~~h~~Heads are responsible for the proper and effective administration and enforcement of ~~these personnel policies is Manual~~ within their respective

departments. Routine matters ~~may be delegated pertaining to enforcement may be delegated.~~

1.04 Amendments

The Town Manager ~~and/or the Human Resources Manager shall will~~ recommend amendments to the ~~policies and procedures and changes is Manual as necessary~~ for the effective administration of personnel. Amendments to ~~these policies is Manual~~ shall be approved by the Town Commission.

1.05 Department Policies

Department ~~operation~~ policies and procedures will serve as supplements to ~~these policies is Manual~~. In the event of any conflict, ~~in this section this Manual shall prevail~~, with the exception of the Police Department, ~~the Town personnel policies shall prevail.~~ ~~In the case of the Police Department's Policies and Procedures, when conflict arises, shall prevail over this Manual.~~

Department policies and procedures will be ~~reduced to in~~ writing and reviewed by the Town Manager for conformance to ~~the personnel policies~~.

1.06 Safety Program

~~It is the policy of the Town to comply with all applicable federal, state and local health and safety regulations and to provide a work environment as free as possible from recognized hazards. Employees shall comply with all safety and health requirements whether established by department supervision or by federal, state or local law. The Safety Manual for the Town is included as Appendix B to these personnel policies. this Manual.~~

1.067- Authority for Variance from Policy

A ~~d~~Department ~~h~~Head shall have the right to request, in writing, a variance from these policies and procedures when individual circumstances so justify. This ~~written~~ request shall be submitted to the Town Manager. All variances require the written — approval of the Town Manager prior to implementation.

1.07 Basic Work Week

~~The workweek for all employees will normally consist of forty (40) hours unless otherwise specified or scheduled by the Town Manager, Town Commission, or department heads with the approval of the Town Manager. Workweek hours~~

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are determined by what is best suited to meet the needs of the community. Nothing in these rules shall be construed as a guarantee or limitation of the number of hours to be worked per week.

The department heads schedule lunch periods and may not to exceed one (1) hour. Unused lunch hours may not be accumulated to be used later or to leave early unless approved by the department head or the Town Manager. Early leave in lieu of lunch should not occur on a regular basis.

1.08 Attendance

It is the policy of the Town to require good attendance and punctuality on the part of its employees. Habitual or unexcused absenteeism or tardiness will result in disciplinary actions up to, and including, termination.

1.09 Management and Budgets

Pursuant to the statutes and laws of the State of Florida that permit and require the expenditure of public funds for Public purposes, the Town of Melbourne Beach believes it necessary and appropriate to provide assistance and guidance to the elected officials, employees and representatives of Melbourne Beach to aid in the determination of when public funds may be spent for a public purpose.

The Town Commission authorizes the Town Manager to establish administrative policies and procedures that are consistent with these guidelines and the adopted Town policies, which implement these guidelines.

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1.1007 Job Descriptions and Organizational Chart

The Town Manager is authorized to develop job descriptions for each position and an organizational chart for the Town. The Town Manager shall revise the job descriptions and organizational charts from time to time to meet the needs of the Town-service. Job descriptions are available at Town Hall through the Human Resource Manager's Town Manager's office.

1.09 Public Purpose Guidelines

(a)

Training and development programs for Town employees serve a public purpose when those training and development programs are directly related to the performance of the employees' job-related duties and are directly related to the programs and services for which the Town is responsible.

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Payment of employee work-related expenses, including travel, lodging and meal expenses, serves a public purpose when those expenses are necessary when incurred by Town of Melbourne Beach employees in connection with their actual work assignments or official duties. Those expenses are directly related to the performance of the governmental functions for which the Town of Melbourne Beach has responsibility.

Appropriate safety and health programs for Town employees serve a public purpose because they result in healthier and more productive employees and reduce certain costs to the Town and the taxpayers of the Town of Melbourne Beach, including various costs associated with workers compensation and disability benefit claims, insurance premiums, and lost time from employee absences.

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Public expenditures for appropriate Town of Melbourne Beach employee and volunteer recognition programs serve a public purpose because formally recognizing employees and volunteers who make significant contributions and demonstrate their commitment during the performance of their duties, which results in higher morale and productivity among all Town employees and volunteers. This commitment therefore helps the Town of Melbourne Beach to fulfill its responsibilities efficiently and more cost effectively.

Public expenditures for food and refreshments associated with official Town of Melbourne Beach functions serve a public purpose when the provision of food or refreshments is an integral part of an official Town of Melbourne Beach function and the provision of food or refreshment is necessary to ensure meaningful participation by the participants. Ex. Annual Awards Banquet

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Public expenditures for appropriate community and customer outreach and similar activities serve a public purpose when those expenditures are necessary for the Town of Melbourne Beach to ensure the efficient operation of its program services, and promotes the availability and use of Town resources.

(b) Recognition of Employees Retiring from the Town

The Town recognizes the importance of acknowledging employees for their service to the Town of Melbourne Beach. When an employee retires, the Town believes in the importance of recognizing them for their contributions they have made while at the Town of Melbourne Beach. As a result, the Town may provide a cake or comparable food item and non-alcoholic beverages at a gathering to recognize their services to the Town. Any additional food or activities will be employee paid. In addition, employees who retire in good standing may receive a recognition gift

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from the Town with a value not more than \$200.

(c) Recognition of Commission, Board and Agency Members

The Town Commission recognizes the importance of acknowledging Commissioners, Board and Agency Members for their service to the Town of Melbourne Beach. Individuals who leave as a member of the Town Commission, Boards and Agency Members with a minimum of four (4) years of service may receive an acknowledgement of service at a value not to exceed \$75.

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The Town may also provide a cake or comparable food item and non-alcoholic beverage at a gathering to recognize a Commissioner, Board, or Agency member leaving service after (4) or more consecutive years of service.

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(d) Recognition of Volunteers and Community Service

The Town Commission recognizes the importance of acknowledging Volunteers for their service to the Town of Melbourne Beach. Individuals providing meritorious volunteer service to the Town with a minimum of four (4) consecutive years of service may receive an acknowledgement of service at a value not to exceed \$75.

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(e) Meeting Refreshments and Meals

The Town Commission recognizes that situations in which Town business needs to be discussed can and do occur during meal hours (i.e. luncheon meetings or workshops, interview boards, elections, training, etc. that extend through the meal hours). In addition, there are public and employee meetings and events in which reasonable refreshments may add to the success of the meeting and/or event and create a more productive work force. The following items are deemed to meet the Commission's definition of public purpose expenditures in regards to food and meals.

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(a) Food and refreshments are allowed at non-routine

Town meetings and events that have a purpose of discussing Town issues. These meetings would normally have a pre-planned agenda.

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(b) Food and refreshments are allowed at employee

meetings and events that have a purpose of discussing Town issues, part of an employee training, or part of an interview process. These meetings would also normally have a pre-planned agenda. This does not include routine staff meetings or standing committee meetings.

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Food and refreshments are allowed when they are part of a breakfast/

lunch/dinner meeting for official Town business when it is determined to be the most practical time to meet and are necessary to sustain the flow of the meeting. Usually these meals involve meeting with Town Commission members, Board/Commission members, or local business/fraternal organizations.

Food and beverages are allowed at an organizational-wide annual staff meeting used for developmental purposes or for an annual employee recognition initiative. (This does not include expenses related to birthdays, anniversaries, weddings, childbirths or any other event that does not have an organizational-wide purpose.)

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Meals and refreshments are allowed where employees or volunteers are participating in a Town-sponsored special event, participating in an outside event as an official representative of the Town, or working additional hours and where the department head or administrator deems appropriate as recognition of efforts above those normally required.

Because emergency personnel are often called to perform for extended periods of time and duties where refreshments are important to duty performance, emergency response personnel may be provided refreshments or food when it is deemed appropriate by the Town Manager or department head to assure the delivery of quality emergency response service.

Reimbursement of meals related to travel is outlined in the Town of Melbourne Beach's Expense Reimbursement Policy.

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The purchase of alcoholic beverages is strictly prohibited.

The cost of refreshment/meals is included in the departments miscellaneous and training budget and is approved annually by the Town Commission as part of the overall budget process. In addition, the Department Head and Town Manager will have oversight on individual purchases to ensure compliance with the provisions of this policy.

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(g) Police Officers Leaving Service

Police officers retiring from the Town of Melbourne Beach with a minimum of 10 years of service to the Town of Melbourne Beach have the option of receiving their firearm instead of receiving an above-mentioned recognition gift. Upon retirement, the retiring officer must immediately change the registration from the Town of Melbourne Beach to their personal name. Final approval for each officer who qualifies will fall to the police chief's discretion, and if an officer does not leave in good standing, they will not be allowed to retain their gun. Each retiree receiving these benefits must execute an agreement relieving the Town

of Melbourne Beach from any liability. Retirement must be under fully honorable circumstances having served the requisite number of years to be eligible to receive pension benefits from the Town's Retirement System (Cannot be under investigation whereby the results could be termination, retiring in lieu of termination, or to avoid an investigation).

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(h) Membership, Dues and Donations

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The Town Commission has determined that the Town will fund memberships and dues (individual or organization) in professional organizations, Town social, and community organizations when the purpose is to promote, advertise, improve or develop the Town's resources and advantages and not for personal interest or gain. The cost of memberships/dues is included in the Dues and Membership line item in the Town of Melbourne Beach Budget. These line items are approved annually by the Town Commission as a part of the overall budget approval process. Donations received by the Town must be for programs that serve our citizens and are deemed to meet the public purpose guidelines.

(I) Prohibited Expenditures

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The items listed below are strictly prohibited

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(a) Alcoholic beverages

(b) Employee functions or celebrations that are solely social in nature e.g. Birthdays, holiday luncheon, ice cream social).

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(c) Fundraisers for non-Town related events

(d) Participation in optional activities unless included as part of an overall conference registration fee (e.g. optional golf rounds, sporting events, concerts).

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(e) Employee sponsored fundraising event (e.g., charitable giving campaign)

(J) Allowed Expenditures

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The items listed below are allowed when purchased by the Human Resources Manager or a department head with permission from HR or the Town Manager.

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For funeral flower arrangements upon death of an employee, elected official, or one of their immediate family members other than Human Resources

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Gift cards for an employee, volunteer, board member etc. by a
department other than Human Resources

The Town Manager has determined that the above expenditures are valid
expenditures and serve a public purpose. The Town Manager will have
over- sight on individual purchases to ensure compliance with the
provisions of this policy. Any purchase related to employees, not
specifically outlined in this policy is to receive authorization from the
Town Manager or designee prior to any purpose.

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**CHAPTER 2
TOWN OF MELBOURNE BEACH
DEFINITION OF TERMS**

Definitions of terms used in this Personnel Policy Manual for the Town of Melbourne Beach:

ANNIVERSARY DATE: The date an employee begins employment and the same date in following years.

APPEAL: An application ~~to a higher authority~~ for review of a disciplinary action or grievance submitted or initiated by an employee.

APPLICANT: An individual who has completed and submitted an application for employment with the Town.

APPOINTMENT: The offer and acceptance by a person of a position either on a regular or temporary basis.

COMPENSATION: The standard rates of ~~pay which~~ pay, which have been established ~~for the respective job description~~ by the Town Commission.

COMPENSATORY LEAVE: Time off from work in lieu of monetary payment for having worked in excess of scheduled work period.

DEMOTION: Assignment of an employee to another ~~position which~~ position, which has a lower rate of pay.

DEPARTMENT: The primary organizational unit under the Town Manager to which an employee is assigned.

DEPARTMENT HEAD: Employee who has been appointed by the Town Manager to be in charge of the operation of an established department.

DISMISSAL: Separation from Town employment, ~~due to performance, discipline or similar reasons.~~

E-MAIL ("Electronic Mail"): A method of sending, receiving, filing and managing mail via a computer network.

EMPLOYEE: An individual who is legally employed by the Town and is compensated through the Town payroll for services.

EXEMPT STATUS: ~~Employees in an executive, administrative or professional capacity are in an exempt status category under the Fair Labor Standards Act and are not eligible for overtime pay. Independent contractors are not included. The Mayor, Town~~

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~~Commissioners, Town Attorney, members of Town Boards, Town Committees and volunteers are not employees of the Town and are not covered by this Manual.~~

FULL-TIME EMPLOYEE: ~~Position that requires an employee to work the full amount of hours scheduled for employees of the department. Refer to Chapter 10 Welfare and Benefits.~~

IMMEDIATE FAMILY: ~~Immediate family shall be defined as: Employee's includes father, mother, spouse, son, daughter, brother, sister, aunt, uncle, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparents, grandchildren (State Statute definition) son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandmother, grandfather, grandson or granddaughter.~~

INSUBORDINATION: ~~The unwillingness on the part of the employee to submit by voice or action, to on the part of an employee, to submit to the authority vested in the supervisors, department heads and the Town Manager. Department Head and Town Manager as outlined in the Personnel Policies this Manual, including willfully disobeying a supervisor's order.~~

JOB DESCRIPTION: A written description of a job or position and its characteristics.

LATERAL TRANSFER: ~~Assignment of an employee to another Department which does not result in a change to the employee's pay rate.~~

LAYOFF (REDUCTION OF WORKFORCE): ~~R — A reduction of the number of employees due to lack of work, funds, or other similar causes.~~

LEAVE: ~~An approved type of absence from work as provided by these policies.~~

MAY: The word "May" shall be interpreted as permissive, ~~rather than mandatory.~~

MERIT INCREASE: ~~An increase in compensation based on job performance granted to an employee who has attained regular employee status.~~

NON-EXEMPT EMPLOYEE: ~~Employees in the category are entitled to statutory overtime compensation in accordance with the Fair Labor Standards Act.~~

OVERTIME: ~~Time worked in excess of the regularly scheduled work periods for all non-exempt employees in accordance with the Fair Labor Standards Act.~~

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PART-TIME EMPLOYEE: ~~Position that requires the employee to work fewer hours than normally designated for others in the same job. Refer to Chapter 10 Welfare and Benefits.~~

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PAY RATE: The amount of money received per unit of time, salary or contract as determined by the Town Commission.

PERFORMANCE EVALUATION: A report, completed by an immediate supervisor, relative to the job performance ~~and capabilities~~ of an employee.

PERFORMANCE PAY INCREASE: ~~Increase established in the pay plan, which may be granted to an employee, based on job performance.~~

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POSITION: Any employment, whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by appropriate authority.

PROBATIONARY PERIOD: A period of time provided to allow the ~~department head~~ ~~Town~~ an opportunity to evaluate an employee's performance and ability and to decide ~~whether or not whether~~ the employee is to be retained.

PROMOTION: ~~A~~—Re-assignment of an employee to a position that has a higher rate of pay.

RE-ASSIGNMENT: Assignment of an employee to another position that is not considered a promotion.

REGULAR EMPLOYEE: An employee who has successfully completed the probationary period ~~and performance evaluations and is retained as an employee of the Town.~~ Regular employees may be full or part time employees.

RESIGNATION: ~~A voluntary act withdrawing from Town employment written statement that one is terminating employment.~~

RETIREMENT: The state of being retired from one's occupation.

SERIOUS MEDICAL CONDITION (Family Leave): ~~An illness, injury or impairment, physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility or required continuing medical treatment.~~

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SHALL/WILL: ~~These terms are interpreted as being~~ ~~word "shall" will be interpreted as mandatory.~~

SALARY RANGE: ~~The range amount of Compensation assigned to a particular job title.~~

SUSPENSION: An involuntary leave of absence, with or without pay, for disciplinary purposes or pending investigation of an employee.

TEMPORARY EMPLOYMENT/EMPLOYEE: ~~An individual employee appointed to an approved budgeted position for a special projects or other work of a temporary or transitory nature, who will not receive benefits, vacation, holiday pay or sick leave pay.~~

TRANSFER: ~~Action in which the employee moves from one budgeted position to another with no resulting title change, or if a title change does take place, there is no change in pay.~~
~~that meets an employment need that is temporary in nature for reasons to complete a specific project or workload. He or she is not considered a Town employee but may be required to meet background and testing requirements.~~

WORK DAYWEEK: ~~Scheduled number~~Number of hours an employee is required to work per day, regularly scheduled to be worked during any seven (7) consecutive days.

CHAPTER 3 TOWN OF MELBOURNE BEACH STANDARDS OF CONDUCT

3.01 General Policy

Town employees shall at all times, be courteous, friendly and helpful to all persons seeking help or information. Employees hold their positions and represent the Town for the benefit of serving the public. Employees are to conduct themselves ~~observe, in their official awithts,~~ the highest standards of conduct, recognizing that promoting the public interest and maintaining the respect of the people for their government must be of foremost concern.

Information concerning subjects currently under consideration by the Town Commission are not to be discussed with the public. Employees should courteously decline to discuss the matter and should refer the interested persons to the Town Manager.

~~They shall conduct themselves so as to project a desirable image of the Town. Traits of a successful Town employee include a smile and a neat appearance, competency and efficiency, accuracy of information, positive attitude and consideration for the feelings of others.~~

Employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.

The Town expects employees to comply with the personnel policies and procedures, state statutes federal regulations, and safety standards in the performance of duties. ~~Administrative Policies and Procedures Manual and all federal, state and local laws and regulations in the performance of duties as well as compliance with all safety rules.~~ An employee who violates any of these standards of conduct may be subject to disciplinary action up to, and including, termination.

3.02 **Equal Employment Opportunity Policy**

It is the policy of the~~The~~ Town of Melbourne Beach to provide equal employment opportunity for all applicants and employees. The Town does not discriminate based on sex, race, color, sexual ~~is an equal opportunity employer. It does not discriminate in hiring, employment decisions, or employment actions with regard to race, color, sex, sexual~~ orientation or gender identity, national origin, religion, age, disability, marital status, ~~veteran or military status, or disability of a qualified individual or marital status.~~ This policy applied to all terms, conditions and

privileges of employment, including hiring, training, promotions, compensation and benefits. The Town also makes reasonable accommodations or an accommodation for a disability with the Human Resources Manager. The Town will work with you to determine how to best accommodate your needs while also balancing its needs. If the accommodation is for a disability, the Town may require that you provide certification from your healthcare provider of your disability and need for accommodation.

For purposes of this policy, impermissible harassment includes verbal, physical and visual harassment, solicitation of sexual favors, unwelcome sexual advances, and creating or maintaining an intimidating or hostile work environment. Any employee who violated this policy is subject to discipline up to and including termination.

Any incident of discrimination or harassment, including work-related harassment by Town personnel or any other person, must be reported to the employee's supervisor or the Human Resources Manager who will investigate the matter. In the case of Town employees, if harassment is established, the offender will be disciplined, up to and including termination.

It is the responsibility of every manager, department head, supervisor and employee to follow this policy.

3.03

3.03 Policy Against Sexual Harassment and Other Unlawful Harassment

The Town of Melbourne Beach is committed to having a workplace environment free of harassment and discrimination. Harassment includes verbal, physical, and visual conduct that creates and intimidating, offensive or hostile working environment or that interferes with work performance. Some examples include racial slurs, ethical jokes, posting of offensive statements, posters or cartoons, or other similar conduct. Sexual harassment includes solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature. Harassment of any kind of our employees or job applicants because of or related to race, color, sex, sexual orientation or gender identity, national origin, religion, age, marital status, veteran or military status, or disability, whether by management, supervisors, or co-workers (or non-employees or customers) will not be tolerated.

Workplace bullying refers to repeated unreasonable actions of individuals (or group) directed toward an employee (or group of employees) which is intended to intimidate, degrades, offends or humiliates a worker, often in front of others. Bullying behavior creates feelings of defenselessness and undermines an individual's right to dignity at work. Bullying creates discrimination and

harassment claims, drains morale, increases turnover and absenteeism, loss of job satisfaction and low productivity.

Workplace retaliation is an employer, supervisor or person in a position of authority, who takes negative action against an employee who files a formal complaint about workplace discrimination or harassment. The Equal Employment Opportunity Commission (EEOC) considers the act of filing a complaint a "protected activity". Because it is protected, this can make it illegal for an employer or other leader to respond to the complaint in a disciplinary or inappropriate manner. Retaliation can look like keeping employees from attending meetings, transferring an employee to a different department, withholding a raise or promotion, providing negative performance reviews, making an employee feel unsafe or uncomfortable, excessive micromanagement and spreading false rumors about employees. The Town will not tolerate retaliation against an employee for making a complaint to the Human Resources Manager or to any member of management. Disciplinary action for a violation of the policy can range from a verbal or written warning up to and including termination.

The Town of Melbourne Beach will not tolerate harassment of any kind. If an employee feels they have been the subject of sexual harassment, workplace bullying, workplace retaliation or any other form of harassment, the employee should notify the Human Resources Manager who will acknowledge receipt of the complaint within ten (10) business days. The Human Resources Manager will conduct a full investigation of the complaint thoroughly and promptly and in a confidential manner. The Human Resources Manager will work in conjunction with the Town Attorney as necessary. The Town Attorney will report to the Town Commission any finding from an investigation to which he is involved. With respect to customers or vendors, corrective action will be taken after consulting with the appropriate management personnel.

The Town Manager should foster a work climate that is free of harassment and discrimination and should support and communicate this policy within the work area. The Town Manager will cooperate in the investigation and resolution of harassment and discrimination cases.

Sexual harassment: Generally defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of someone's employment; (2) submission to or rejection of such conduct by a person is used as a basis for employment decisions affecting that person; or (3) such conduct has the purpose or effect of unreasonably interfering

~~with a person's work performance or of creating an intimidating, hostile, or offensive working environment.~~

~~Other harassment prohibited by this policy includes slurs, jokes, comments, graffiti, cartoons, and any other unwelcome verbal, written, or physical conduct related to a person's race, color, sex, sexual orientation or gender identity, national origin, religion, marital status, veteran or military status, age or disability.~~

~~In short, if you are about to do or say something, and you feel it may violate this policy:~~

- ~~1. — It probably does.~~
- ~~2. — Don't do it.~~

33.04 Code of Ethics

It is the policy of the Town of Melbourne Beach that all Public Officials and employees adhere to the Town's Standards of Conduct, the Code of Ethics for Public Officers and Employees, as stated in Florida State Statute 112.313, and the policy against Fraud and other dishonest acts. The Town of Melbourne Beach requires that Public Officials and employees to exemplify and be committed to the principals of honesty, honor and integrity to merit the respect, trust and confidence of the citizen of Melbourne Beach.

I. Fraud

Every Public Official and employee is responsible for the detection and prevention of fraud and other irregularities. Public Officials and employees shall remain independent and impartial and shall refrain from relationships that may adversely affect the exercise of their independent judgment.

It is the intent of the Town of Melbourne Beach to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conducting investigations. This policy applies to any irregularity, or suspected irregularity involving Public Officials and employees as well as consultants, vendors, contractors and any other individual or business with a relationship to the Town of Melbourne Beach. Any investigation activity required shall be conducted without regard to the suspected wrongdoer's length of service, position, title or relationship with the Town.

Fraud can be defined as, but is not limited to, any dishonest or fraudulent act to include the intentional material misstatement of financial statements, forgery or alteration of any document, misappropriation of funds and supplies. Fraud includes the improper handling or reporting of money or financial transaction, profiting by self or others as a result of inside knowledge, destruction or intentional disappearance of records, furniture, fixtures or equipment, accepting or

seeking anything of material value from vendors or persons providing services or materials to the City for personal benefit or any other similar or related irregularity.

Managers and department heads are expected to set the appropriate tone by display the proper attitude toward complying with laws, rules, regulations and policies.

Managers and department heads are responsible for establishing and maintain proper internal controls to provide for the security and accountability of the resources entrusted to them.

Managers and department heads should be cognizant of the risks and exposures inherent in their areas of responsibility and be alert for the symptoms of fraudulent or other dishonest acts.

All employees are encouraged to be alert for possible fraud and are required to promptly report and suspected fraud.

Reporting- Any employee who has knowledge or a reasonable suspicion that a fraudulent or other dishonest act has occurred, should report it through the chain of command (supervisor, department head, manager, Human Resource Manager, Town Manager). Supervisors and manager who become aware of suspected fraudulent and dishonest activity are to report the suspected activity to the next level in the chain of command. The Human Resources Manager or Town Manager or Town Attorney is to be notified if the suspected activity involves the "next level" in the chain of command.

Investigation-The Human Resource Manager has the primary responsibility for investigative actions of all suspected inappropriate activity as defined in this policy. If the investigation substantiates that a fraudulent act has occurred, the Town Manager shall be promptly notified. If the substantiated fraudulent act has a criminal implication the Town Manager will promptly consult the Police Chief and Town Attorney. All employees shall cooperate during any investigation. Care must be taken in the investigation of suspected improprieties or irregularities to avoid mistaken accusations.

The Town Manager in conjunction with the Police Chief and Town Attorney when appropriate, will determine the appropriate action upon completion of the investigation, which may include disciplinary action up to and including immediate termination.

The Town makes every attempt to protect employees from retaliatory action due to the reports of suspected fraud in accordance with the section 112.3187, Florida State Statutes (Whistle-blower Act). The Act protects an employee from retaliatory action by an organization against the employee who reports to an

appropriate agency, violation of law on the part of a public employer. Additionally, the Act protects employees reporting improper use of a government office, gross waste of funds or any other abuse or neglect of duty on the part of an agency, public officer or employee.

II. Conflict of Interest

~~essential to the proper conduct and operation of government that Town employees are independent and impartial and that they not use their positions for private gain other than remuneration provided by law.~~

To avoid misunderstandings and conflicts of ~~interest which~~interest that could arise, the following policies~~y~~ will be ~~complied~~adhered to~~with~~ by elected officials ~~and~~ employees of the Town. This policy is in accordance with Florida Statutes Chapter 112.313, Code of Ethics for Public Officers and Employees:

- A. Elected officials and eEmployees shall not solicit or accept any thing of value including, gifts, ~~including~~ Christmas gifts, favors, gratuities, entertainment, rewards, loans~~loans and p-~~promises of future employment or services that may reasonably tend to ~~improperly~~ influence them in the discharge of their official duties.
- B. Elected officials and eEmployees shall not use or attempt to use their positions or any Town resource to secure special privileges or exemptions for themselves or ~~others, except as may be~~ provided by ~~policy and/or~~ law.
- C. Elected officials and eEmployees shall not accept employment or engage in any business or professional activities ~~that which they~~ may reasonably expect would require or induce them to disclose confidential information (information not available to public) acquired ~~by reason of~~because of their official position.
- D. Elected officials and eEmployees shall not disclose confidential information gained ~~by reason of~~because of their official position, nor shall they otherwise use such information for their personal gain or benefit.
- E. If an elected official, employee of the Town is an officer, director, agent or member of, or owns controlling interest in, any corporation, firm, partnership or other business ~~entity which~~entity, which is subject to current proceedings of the Town, they shall promptly file a written statement to this effect with the Town Manager.
- F. Elected officials and eEmployees shall not transact any business in their official Town capacity with any business entity of which he or she is an officer, director, agent, or member, or in which he or she owns an interest.

G. ~~Elected officials and e~~Employees shall not have personal investments in any ~~enterprise which~~enterprise, which will create a conflict between their private interest and the public interest. (Merely owning shares in a publicly traded company is normally insufficient to create a conflict of interest).

H. The Town Manager shall determine whether a relationship could cause a potential conflict of interest.

~~3.05 Complaint Procedure (Sexual Harassment, Other Harassment, Ethics Violations)~~

~~A. Procedures for Filing and Investigating Complaints:~~

~~Any employee who believes he or she has been the subject or victim of discrimination or sexual or any other form of harassment must promptly notify the Town Manager. The Town Manager must respond to the employee within 10 business days. If the Town Manager is the subject of the complaint or has not responded to the complaint within 10 business days, the complaint must be reported directly to the Town Attorney by the employee.~~

~~B. Investigation of the Complaint: The complaint will be promptly and thoroughly investigated by the Department Head, the Town Manager or the Town Attorney, as applicable, within 15 business days. A report of such investigation will be filed with the Town Manager. If the Town Attorney has conducted the investigation the Town Attorney will submit the report to the Town Commission.~~

~~C. Corrective Action: Any Department Head who has actual knowledge of discrimination or harassment being committed by one of their staff members must take immediate corrective action, or be subject to disciplinary action up to, and including, dismissal. The Department Head will promptly report the facts to the Town Manager. If the Town Attorney has conducted the investigation, the Town Commission will take corrective action.~~

~~D. Retaliation: Retaliation against any employee for either filing a complaint of discrimination, harassment or ethics violations or for providing information regarding such complaint or participating in an investigation of a complaint is prohibited.~~

~~E. False Complaints: An intentionally false complaint of discrimination, harassment or ethics violations against another employee is prohibited.~~

~~F. All investigations will be handled with confidentiality to the extent allowed by law. However, records of the investigation are subject to disclosure in accordance with the Florida Public Records once the investigation is closed.~~

~~G. Employees who violate this policy will be subject to discipline, up to and including, termination. Appropriate action will be taken in cases of harassment of employees by non-employees.~~

~~3.06 Basic Work Week~~

~~The basic work week for all employees will normally consist of forty (40) hours unless otherwise specified or scheduled by the Town Manager or Town Commission. Department Heads, with the approval of the Town Manager, should establish the basic work week and hours of work best suited to meet the needs of the community. Nothing in these rules shall be construed as a guarantee or limitation of the number of hours to be worked per week.~~

~~Lunch periods are scheduled by the Department Head, not to exceed one (1) hour. Lunch hours may not be saved to be used later in the day or later in the work week, in order to leave work early without the Town Manager's approval (or Town Commission approval in the case of the Town Manager or Town Clerk).~~

~~3.07 Attendance~~

~~It is the policy of the Town to require good attendance and punctuality on the part of its employees. Habitual or unexcused absenteeism or tardiness will result in disciplinary actions up to, and including, termination.~~

3.08 Political Activities

No employee shall use his or her official authority or influence for the purpose of interfering with an election or coercing or influencing another person's vote.

Employees may not wear Town insignia when campaigning for a candidate on or off duty.

Employees may not act in a manner that would lead the public to believe their political activities constitute the position, or are officially endorsed by the Town

No employee shall use Town resources or solicit any contributions or services for any political candidate, or distribute any campaign literature while on duty.

Any employee who wishes to accept or seek an elected office shall resign from Town employment upon formal declaration of candidacy. of the Town must take leave of absence without pay beginning when the person qualifies as a political candidate for an elected office within the Town of Melbourne Beach.

Nothing herein contained ~~shall be construed to~~ restricts the right of the employee to support a political party or candidate; to vote as he or she chooses; and, to attend political meetings or to campaign during off-duty hours.

3.09 Solicitation of Other Employees and Literature Distribution

Employees are not to engage in solicitation of any kind for any purpose during working time. This includes solicitation by an employee of another employee during work time.

Employees are not to solicit other Town employees on behalf of any organization, including labor unions, labor organizations or employee organizations during the working hours

Employees are not to distribute literature of any kind for any purpose during working time or at any time in working areas. This rule does not apply to the distribution that is part of assigned job duties or the distribution of materials for Town programs or functions.

3.10 Outside Employment

Employees are discouraged, but not restricted, from engaging in other employment during their off-duty hours. Town employment is considered the primary employment and no employee may engage in outside employment that would interfere with the interest of the Town service.

Any employee desiring to pursue outside employment shall notify the Department Head for approval to engage in outside employment. The request shall state the type of employment and the hours of work, the name of the prospective employer and the place of employment. The request will sent to the Town Manager for approval.

The Town Manager may reject the request if the outside employment will adversely affect Town employment. If Town employment is negatively impacted by the outside employment, then the Town Manager will terminate the outside employment. Written notice of the termination of outside employment will be provided to the employee.

Employees granted permission to engage in outside employment should not work at the outside employment for a longer than stated in the request, nor at a different place of employment than that set forth in the request.

Any employee accepting outside employment under the terms of this rule shall arrange with the outside employer to be relieved from his outside duties when called for emergency service by the Town. Every employee granted permission to engage in outside employment under this rule shall agree to, and shall respond immediately to any emergency call to, duty by the Department Head or the Town Manager.

Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under the Workers' Compensation provided by the Town. Employees shall not use equipment, vehicles, property or facilities for outside employment.

For purposes of this section, outside employment includes self-employment or ownership of a private enterprise or business.

3.11 Employment of Relatives

No relative of an employee will be hired by the Town to fill a position that would cause the new employee to report to the current employee or work in the same department as the current employee.

3.09 Criminal Offense On/ Off-Duty Time

Town employees have a solemn obligation to conduct their personal lives in a ~~manner which~~ manner, which will earn and maintain the trust and confidence of the residents of this community. Any employee who has been arrested or is advised that they are under investigation for a criminal offense must immediately ~~notify~~ notify their ~~his or her~~ Department Head, Town Manager or Town Commission (in the case of the Town Manager or Town Clerk), in writing, detailing the date of arrest or notification of investigation, the crime alleged and the agency making the arrest or conducting the investigation. Failure by an employee to notify the appropriate authority as required by this subsection shall be considered just cause for disciplinary action up to, and including termination.

The Department Head must notify the Town Manager and Human Resource Manager upon learning about the charges and provide a copy of the employee's notification. The ~~Human Resource Manager~~ Town Manager, or designee, shall conduct an investigation of the circumstances surrounding each case. The Town Manager, in conjunction with the Human Resources Manager, Town Attorney and Police Chief, will make a determination as to what action, if any, should be taken against the employee.

3.10 Workplace Violence

It is the intention of the Town of Melbourne Beach to provide a safe workplace for all employees, ~~and also for~~ customers, ~~the general~~ public and anyone who does business with the Town. In order to accomplish this goal and to reduce the risk of violence, all employees should review and understand the provisions of this Workplace Violence policy.

A. Prohibited Conduct

1. The Town will not tolerate any type of workplace violence committed by or against employees.

2. Employees ~~may not threaten~~~~are prohibited from threatening~~ physical ~~violence, violence;~~ engaging in violent activities, or exhibiting any form of violent conduct.
3. The following, while not ~~all-inclusive~~~~all-inclusive~~, will not be tolerated whether on or off the job:
 - a. ~~_____~~ Any incident that may cause physical injury to any other person.
 - b. ~~_____~~ Menacing behavior such as oral or written statements, gestures or expressions that implicitly or expressly communicate a threat of direct or indirect physical harm.
 - c. Aggressive, hostile or disruptive behavior that creates, in the perception of any observer, a reasonable fear of physical injury to any other person, or subjects any other person to emotional distress.
 - d. Intentionally damaging Town property or the property of any person.
 - e. Weapons and firearms regulations will be followed as per Florida Statute Chapter 790 and Town Policy as stated in ~~the personnel policies, this Manual.~~ Employees with a valid concealed weapon or firearm license pursuant to Florida Statute 790.06 must keep any legal weapons or firearms locked inside his or her private motor vehicle.

No weapons or legal firearms shall be allowed in the workplace environment (with the exception of law enforcement).

B. Reporting Procedures

If an employee observes or experiences a situation that is perceived as potentially dangerous, ~~it~~~~he or she~~ must ~~be reported~~~~this~~ immediately to the appropriate ~~d~~Department ~~h~~Head, ~~Police Chief or the~~. ~~The Town Manager~~~~Manager, must be notified as soon as possible if the Department Head is unavailable.~~ All reported incidents ~~would~~~~will~~ be ~~fully and immediately~~ investigated ~~immediately~~. – (Should any threats of physical violence or actual assaults occur, immediately call 911 then follow the above procedure.)

C. Risk Reduction Measures

1. During the hiring process, reasonable measures will be taken to conduct background investigations of employment candidates.
2. Employees are not ~~expected to be~~ experts at identifying potentially dangerous people or situations. Employees ~~should~~~~are expected to~~ inform their Department Head or the Town Manager if any employee exhibits behavior ~~that~~~~which~~ could be a sign of a potentially dangerous situation such as those behaviors included in Section A.

Prohibited ~~c~~Conduct and behaviors in this policy ~~and also the following behaviors~~:

- a. Apparent obsession with weapons or bringing weapons into the workplace
- b. Displaying extremely overt signs of stress, resentment, hostility or anger
- c. Making threatening remarks
- d. Sudden or significant deterioration of work performance or attendance
- e. Displaying irrational or inappropriate behavior
- f. Signs of being impaired by drugs/alcohol
- g. Deteriorating or strained relationships with co-workers
- h. Making statements that appear irrational

D. Dangerous/Emergency Situations

Employees who encounter an armed or dangerous person, whether employee or non- employee, should not attempt to challenge or disarm the individual. If possible, the employee should call 911 or instruct someone else to do so. Employees should remain calm, cooperate with, and follow the instructions ~~being~~ given by the potentially dangerous person.

E. Restraining Orders

1. Town employees may sometimes be involved in personal disputes that can sometimes cause the employee to seek a restraining order. For the protection of the employee and co-workers at the jobsite, such an employee should seek entry of an ~~order which~~ order, which protects them at their work address, as well as, their home address. If an employee has a restraining order against anyone, the employee should inform the Town Manager (or Town Commission in the case of the Town Manager or Town Clerk) of its terms and the person(s) against whom it is directed.
2. In the event an employee does not have a restraining order, or the entry of a restraining order is imminent, and the employee is nonetheless fearful for their safety, the employee should notify the Town Manager (or Town Commission in the case of the Town Manager or Town Clerk).

F. Enforcement

1. Any employee whose conduct is ~~found to be~~ in violation of this Workplace Violence Policy will ~~may be~~ removed from the premises and ~~is subject~~ subjected to disciplinary action, up to, and including dismissal, and ~~possible~~ or criminal prosecution.

2. If it is reasonably suspected that an employee poses a direct threat to the health or safety of him/herself or others, the Town may send the employee for evaluation by a licensed healthcare professional (of the Town's choice) who is trained to recognize violent behavior. The expense of this evaluation ~~is will be paid by~~ paid by the Town and will be ~~performed~~ conducted on Town time. If an employee refuses or fails to appear for such an evaluation, the employee will ~~receive~~ be subjected to disciplinary action, up to, and including dismissal, and ~~possible~~ or criminal prosecution. In order to retain employment, an evaluated employee will be required to comply with ~~any and~~ all recommendations made by the healthcare professional. Any required follow-up care will be at the expense of the employee.

Non-employees who engage in violent acts as prohibited herein on Town property will be reported immediately to the proper authorities.

3. ~~N~~ on-employees who engage in violent acts, as prohibited herein, on Town property will be immediately reported to the appropriate authorities.

**CHAPTER 4
TOWN OF MELBOURNE BEACH
MISCELLANEOUS POLICIES AND PROCEDURES**

4.01 Use of Town Property

Employees shall not use Town property, equipment, ~~tools, machinery, or vehicles, etc.,~~ except in the performance of official duties. ~~Town property is for use by any employee for personal or off-duty purpose and shall not be removed from Town premises without written consent as authorized by the Town Manager, nor permit their use by unauthorized persons, either on or off duty.~~

~~The removal of property and equipment (excluding vehicles) owned by the Town is generally prohibited. However, the Town Manager may authorize the use of Town-owned property and equipment for Town business use by Commissioners and employees on an occasional basis if such use does not interfere with the operation of Town business.~~

4.02 Cellular Telephone Policy

It is the policy of the Town of Melbourne Beach to provide cellular phones to certain positions within the Town. ~~The Town.~~

Intent

~~The intent of this policy and its procedures is to provide guidelines to employees regarding the use of Town-issued cellular phones.~~

Policy

~~The Town is committed to providing tools and equipment that enhances the employee's ability to conduct Town business perform all job functions effectively. Cellular phones provide those employees with the ability to perform their duties in a much more efficient manner. Therefore, management may require certain employees or positions to be equipped with cellular phones.~~

Use of Cellular Phones

~~Cellular phones are issued for the purpose of conducting Town business in an efficient manner. Whenever practical, employees should use alternative means of communication that would otherwise save the resources of the cellular phone service contracts. Prudent use of the Town's resources is an integral part of the duties of employees. Any misuse including making an excessive number of personal calls may result in disciplinary action up to, and including, termination.~~

~~Use of privately owned cellular phones or other communication devices must not interfere with the employee performing his or her job duties. These types of calls should be limited to designated lunch or break periods, if possible. Excessive use~~

~~of privately owned communication devices during work hours may be subject to disciplinary action up to, and including, termination.~~

Personal Cell Phones

Employees who bring personal cell phones to the worksite do so at their own risk. The Town is not responsible ~~for any damage or loss that may occur while at work, for privately owned communications devices and will not reimburse employees for any damage or loss that may occur while carrying such devices at work.~~

Use of personal cell phones must not interfere with the employee performing their job duties. Personal calls should be limited. Excessive use of personal cell phones during work hours may be subject to disciplinary action up to, and including, termination.

Procurement and Issuance

The procurement of cellular phones, accessories and services shall be the responsibility of the Town Manager or his/her designee. ~~Every effort should be made to pool the resources and needs of all departments when procurement of cellular phones, services and plans are being considered.~~

All Town-issued cellular phones are the property of the Town of Melbourne Beach. Employees may be financially responsible for the loss or damage to the phone and will be financially responsible for failure to return assigned property upon request or termination.

Safety Guidelines

Cell phone usage while driving is prohibited, unless using a hands free unit, is being used. ~~Employees shall seek a safe alternative and complete their call. The employee's first responsibility is to drive safely. Call should take place when the vehicle is not in motion. Special care should be taken in adverse driving situations. Use of cell wireless communication/cellular phones shall comply with~~ compliance with Florida Statute 316.305 and Town Policy.

~~Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under the Workers' Compensation provided by the Town.~~

~~Equipment, facilities, vehicles or property of the Town shall not be used by employees for outside employment.~~

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~~For purposes of this section, outside employment includes self-employment or ownership of a private enterprise or business.~~

4.05 Employee Debts

An employee's financial transactions are an employee's personal affair. The Town will not act as a collection agency against an employee unless so ordered to carry out a garnishment by a court or other government agency.

~~Employee indebtedness that~~which creates a potential conflict of interest will be subject to appropriate personnel actions.

4.06 Dress Code and Appearance

~~Employees~~Employees who have contact with the public should be well groomed and wear neat attire that is appropriate for a professional business environment.

~~Those employees furnished uniforms and shoes will be required to wear them correctly to conform to established health and safety rules.~~

~~of the Town shall maintain their dress, grooming and personal hygiene in accordance with generally accepted professional standards. Department Heads and the Town Manager are authorized to require an employee to modify dress or grooming when such dress or grooming would create a safety hazard to the employee and others, disruption in the workplace, or is deemed inappropriate. Determination of an employee's specific dress and appearance is a supervisory responsibility. Any employee who appears for work inappropriately dressed may be required to return home to correct the situation. The period of absence will be unpaid leave. Repeated violation of this policy will be cause for disciplinary action.~~

~~Any employee who does not meet the standards in this policy, or who fails to wear Town-issued uniforms when required to do so, will be directed by the Department Head or Town Manager to take corrective action, which may include leaving the workplace. Any work time missed because of failure to comply will not be compensated, and repeated violations of this policy will be cause for disciplinary action.~~

4.07 Personnel Records

The ~~Human Resources Manager~~Finance Department is responsible for establishing and maintaining comprehensive personnel records of all Town employees, excluding the Police Department, wherein the Chief of Police ~~is~~will

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(4.13) ADOPTED BY TOWN COMMISSION ON JUNE 21, 2017

be responsible, ~~for same.~~ The Town Clerk, subject to applicable laws, will determine ~~the~~ maintenance and disposition of such records. ~~The Town Clerk will and material, and determine whether or not any information to contained therein may be disclosed disclose and to redact.~~ Retention, disclosure and disposition of such records shall be ~~done~~ in accordance with applicable laws.

Employees are solely responsible ~~for communicating any change of beneficiary, number of dependents, divorce, marriage or any change not previously reported, to the Human Resource Manager, and must immediately notify the Finance Department via their immediate supervisor of any changes affecting benefits such as change of beneficiary, number of dependents, divorce, marriage or any change not previously reported.~~

Copies of ~~employee diplomas, or certificates, of any special trainings, letters of accommodation or courses completed by employees appreciation,~~ should be forwarded ~~should be directed~~ to the ~~Human Resources Manager, Finance Department.~~

4.08 Personal Mail

All mail received by the Town will be opened for review and is subject to public records laws. Town employees ~~shall are expected~~ to use their home address to receive personal mail. The Police Department is exempt and ~~shall is allowed to~~ utilize their work address to receive personal mail related to law enforcement. Personal use of Town stationary ~~and or~~ postage is not ~~allowed~~

~~permitted.~~

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4.0909 Valid Driver's License

All ~~employees who drive operators of~~ Town vehicles and equipment shall have a valid Florida ~~Driver's License Operator's or, if applicable, Commercial Driver's~~ license. Employees are required to inform their ~~dDepartment hHead~~ or the Town Manager of any change in ~~their his/her~~ license. Suspension ~~or,~~ revocation or restriction ~~a driver's license of an employee's operator's or Commercial Driver's~~ license may necessitate the demotion ~~or termination, discharge or furlough of the individual, personnel assigned to operate Town vehicles or equipment. All All~~ operator's ~~ands of Town vehicles commercial licenses~~ shall be ~~their driving record~~ reviewed annually.

4.10 Smoking in Town Facilities and Vehicles

~~Smoking in Town buildings, on Town property or in Town vehicles is not allowed. The Town strives to improve working conditions and to protect the health of employees and the general public. In accordance with the Florida Clean Indoor Act (Florida Statutes, Chapter 386), it is the policy of the Town to provide a healthy, comfortable, and safe environment in all respects by prohibiting smoking in all Town buildings and in Town vehicles.~~

Any ~~d~~Department ~~h~~Head who observes an employee in violation of this rule shall remind the employee of this policy. Continued violation(s) will subject ~~an~~ employee to disciplinary action.

~~Any employee who sees a member of the general public not observing the "no-smoking" regulations governing Town buildings/facilities should courteously inform the citizen of the Town's policy.~~

4.11—Safety Program

~~It is the policy of the Town to comply with all applicable federal, state and local health and safety regulations and to provide a work environment as free as possible from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by Department supervision or by federal, state or local law. The Safety Manual for the Town is included as Appendix B to this Manual.~~

4.112 Charitable Contribution

Miscellaneous

Employee contributions to recognized charitable organizations are purely voluntary. ~~C~~No coercion of an employee to ~~make contributions~~contribute ~~is~~shall be ~~prohibited~~permitted _____.

4.123 ComputerIT Management and Maintenance

The Town ~~contracts a firm to manage, maintain and support the Town's computer network. s server and computer maintenance and management is performed by~~ _____ ~~a contracted firm who monitors, manages and supports hardware and software programs used by the Town. Access~~Limited staff has access to the secure, climate _____ ~~controlled computer room~~room is restricted to _____ individuals with FDLE security clearance_____which also houses the FDLE files. _____The contracted _____ firm has FDLE security clearance and other vendors who need to access that room _____ must be accompanied by ~~A~~a staff member ~~with~~ he has FDLE _____ clearance must accompany Vendors who need access to the computer room_____been cleared for entry. _____ Backups _____ are performed daily, M-F, in-house. Data storage is cloud based and monitored by the firm 24/7/365. The storage devices are rotated with the most current backup stored in a secure fire proof safe. Additionally, the contracted _____ firm remotely performs daily (7 days/week) backups that are stored offsite for _____ redundancy.

The firm installs all software to be installed on the Town's computer system. must be installed by the contracted firm. Employees may not install personal software or programs on their computer. These restrictions are to protect to ensure the integrity of our computer system of the program being installed. They monitor our network 24/7, provide remote service and support and perform quarterly visits to the Town for physical cleaning, inspection and verification of backup data integrity. The contracted firm performs remote maintenance on a monthly basis for crucial updates, hot fixes and security patches as well as auditing of important application, security and system logs. Violation of this policy is subject to discipline up to and including termination.

4.13 Use of Internet

Internet services provided by the Town to support open communications, exchange of information and the opportunity for collaborative government-related work. Although access to information and information technology is essential to the mission of government agencies, use of the internet service is a revocable privilege. Conformance with acceptable use, as expressed in the policy statement, required as a condition of this privilege. Internet services are to be used for governmental work exclusively.

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Employees shall observe copyright restrictions of any documents sent through or stored on electronic email. To violate copyright laws, including the downloading or exchanging pirated software, copying software to or from any computer, or downloading copyrighted materials for unauthorized duplication is strictly prohibited.

Town employees also have an obligation to be aware of computer security and privacy concerns to guard against computer spam, viruses, malware, phishing, identity theft and ransom ware. Any time an employee is unsure if an email is valid, the employee should contact the firm who manages the Town's computer network. The firm can isolate the email and investigate its authenticity. Employees must never give anyone, online or in person, their login information, passwords or other private information. It is the responsibility of the employee to change their passwords when prompted by our security system.

Town employees have an obligation to learn about network etiquette, customs and courtesies. Accepted procedures and guidelines shall be followed when using internet mail communication, participating in internet discussion groups, TEAMS meetings, using remote computer services, transferring files from other computers or dissemination information to others on the internet.

The email system is for business purposes only. The Town can monitor an employee's use of the email system. There can be no anticipation of privacy.

The Town has the right to review, audit, intercept, monitor and disclose all communication sent or received through email. All emails are subject to Public Record laws.

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~~(ADOPTED BY TOWN COMMISSION ON JUNE 21, 2017)~~

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**CHAPTER 5
TOWN OF MELBOURNE BEACH
RECRUITMENT AND EMPLOYMENT**

5.01 Recruitment

Individuals are recruited from a geographic area as wide as is necessary to assure that well-qualified candidates for the various types of positions are hired. Employment shall not be limited to residents of Melbourne Beach. Employment will be based on merit, skill, experience, training and other merit factors. Examinations may be administer when appropriate to fairly measure merit, aptitude, experience and other relative characteristics.

5.02 Request for Personnel

Department heads will submit requests to the Town Manager for persons to fill vacancies and shall include the title of the position to be filled and other information as may be needed. Additional personnel requests should be made in advance of actual need when circumstances permit. The Town Manager will advise the HR Manager of the request. HR will then post the open position.

5.03 Recruitment:

The Human Resource Manager is the primary resource for all recruiting, and interviews for all positions, with the exception of the Police and Fire Departments. To ensure the Town's hiring policies are uniformly followed, and all candidates are provided an equal opportunity for employment and promotions to all persons regardless of race, color, religion, age, sex, disability, marital status, veteran status, national origin and sexual orientation. Candidates for open positions must be hired through the Human Resources Department.

5.04 Internal and External Candidates

When a position becomes open, a combination of internal and external resources is used to identify and recruit qualified people. Each job vacancy shall be posted on the Town bulletin board and on the Towns website. External sources for attracting job applicants include: advertising online, search firms, job fairs, employee referrals, community agencies, employment agencies, college and school recruiting. The Human Resources Manager shall determine if outside recruitment is necessary. All advertisements will communicate essential information to the prospective applicant. This information will normally include the job title, minimum qualifications, salary range, the method of making application and the closing date for application. Also included will be the statement, "An Equal Opportunity Employer, Veterans' Preference and Drug Free Workplace."

Internal searches are conducted by considering qualified staff members. Posted positions include full-time, part-time, exempt and non-exempt. Qualified staff members are considered first for any open position.

All calls and unsolicited resumes should be referred to the Human Resources Department. The Town will hold all applications for one (1) year. The Town may reject an application when the applicant does not possess one or more of the requirements specified in the posting or job description. The rejection of applications may be subject to but not limited to: conviction of a felony, First-degree misdemeanor directly related to the position sought, false statements made within the application for employment, failing pre-employment drug screen.

5.05 Interviews

The Human Resource Manager and the department head conduct candidate interviews. All interview questions must be job related. No questions about age, race, religion, national origin, sexual orientation, marital, parental or ~~veterans~~veteran's status, disability, or ancestry may be asked. All interviewers are expected to be familiar with and support the Town's employment practices as well as Florida State and Federal Laws regarding equal employment opportunity.

All candidates are required to fill out the Town's employment application. Candidates will be asked the same questions in the same order. Avoid making promises about the job or opportunities for growth. References checks will be made prior to making an offer of employment.

Selected candidates will be invited to a second interview at which time, the Town Manager will attend. The HR Manager and Town Manager will discuss and compare results from the interview process.

Police Chief/Police Officer

It is the policy of the Town of Melbourne Beach that all police officers, including the Police Chief, shall meet the minimum qualifications as advertised and ~~as~~ required by the Florida Department of Law Enforcement (FDLE) prior to being offered a position with the Town. In addition, the Town Manager shall ensure a thorough background check utilizing FDLE's written background check been completed prior to any offer of employment.

All police applicants, prior to being employed by the Town, shall successfully complete an employment physical, ~~and~~ pass a polygraph, psychological test and drug test as a determinant for the position. Personnel contracted by the Brevard Community College Police Testing Facility or any other certified FDLE testing center ~~shall~~should administer such tests.

~~Minimum qualifications for Police Chief/Police Officer shall be as defined by the Florida Department of Law Enforcement. In addition to FDLE's minimum standards, the Police Chief shall meet all the requirements in the job description.~~

No police officer shall be allowed to hold dual office as indicated in the State of Florida Constitution and as defined by applicable law and court rulings.

Fire Chief/Firefighters

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It is the policy of the Town of Melbourne Beach that all Volunteer Firefighters, including the Fire Chief, shall meet the minimum qualifications as set forth in The Florida Statute Chapter 633 Fire Prevention and Control. In addition the Town Manager or his/her designee shall ensure a thorough background check has been completed prior to any applicant being approved to serve as a Fire Chief or Volunteer Firefighter. A medical examination and a drug test will be completed along with the required criminal background check. The applicant will submit to a fingerprint examination as part of the final background check.

- G. Fails to provide required information requested on the application form.

5.06 Processing Applicants

When it has been ~~determined~~determined, that an applicant has met the necessary qualifications and requirements, an interview may be scheduled.

- A. Present proof of education if required by position.
- B. If prior military service, present DD214, or equivalent certification. Must be honorably discharged.
- C. Present verification of date of birth.
- D. Be subject to a background investigation.
- E. Successfully complete all required testing.
- F. Provide all requested information and documentation.
- G. All applicants must complete and satisfy I-9 Federal Employment Eligibility Verification requirements.

Before a Volunteer Fire Chief/Firefighter can be approved, the applicant must submit an application, specific to the fire department, with ~~the~~ attached requested information, ~~documentation and verifications to include but not limited to the following:~~

- A. Must be a high school graduate or equivalent.
- B. Have a current valid Florida Driver's License and provide verification.
- C. If prior military service, present DD214, or equivalent certification. Must be honorably discharged.
- D. Must be 18 years of age or older.

- E. Be subject to a background investigation. Must not have been convicted of a misdemeanor relating to the certification or to perjury or false statements, or a felony or a crime punishable by imprisonment of 1 year or more under the law of the United States or of any state thereof or under the law of any other country.
- F. Successfully complete all required testing.
- G. Provide all requested information and documentation.
- H. Submit to a medical examination as per Florida Statute Chapter 633 Section 412.
- I. Be a nonuser of tobacco or tobacco products for at least 1 year immediately preceding application and provide a sworn affidavit.
- J. Be in compliance with the Town of Melbourne Beach Drug Free Workplace and submit to drug testing.
- K. Submit to a fingerprint examination upon completion of all background and drug free workplace testing.

5.7 — References

~~As part of the pre-employment procedure, applicants may be required to submit to a background check to assist in determining the qualifications and fitness of the applicant for the position sought.~~

5.078 Americans with Disabilities Act Policy

The Town supports the Americans with Disabilities Act (ADA), Public Law 101-336. This law provides protection for individuals with disabilities in areas of employment and access to government facilities, services and programs. The Town will not discriminate in hiring practices and will consider all applicants equally who are able to perform all essential functions of a position, with or without a reasonable accommodation. The Town will make reasonable accommodations for employees and members of the public with disabilities to allow access to Town jobs, facilities and programs.

5.9-08 Veterans' Preference

The Town will follow the Florida Administrative Code rule implementing the provisions of Chapter 295, Florida Statutes, giving Veterans' Preference in employment. Preference eligible applicants, who meet the qualifications for the position, shall be given preference over any other applicant with equal qualifications.

5.0910 Drug Free Workplace

The Town will follow Section 440.101-440.102, Florida Statutes, the Drug-Free Workplace Act and applicable regulations.

5.101 Employment of Relatives (Nepotism)

Under no circumstances will a member of the family be hired, transferred, promoted or assigned to a position within the employ of the Town where that person has supervisory, training, coordination, or evaluation responsibility for another relative. Nor ~~shall~~ a person shall be hired, transferred, promoted or assigned to a position in which a relative would then have such responsibility. ~~A relative is a member of the employee's Immediate Family as defined in Chapter 2. The creation of any of the defined relationships between any two existing employees, one of which already having such responsibility for the other (such as by adoption or by marriage) shall call for resolution by transfer, reassignment or termination. This situation may be temporarily continued until a satisfactory resolution can be achieved.~~

**CHAPTER 6
TOWN OF MELBOURNE BEACH
PROMOTIONS, TRANSFERS & INTERIMS**

6.01 Promotions

It is the policy of the Town to consider qualified, interested Town employees for job vacancies. Promotions ~~in every case~~ must involve a definite increase in duties and responsibilities and shall not ~~occur-be-made~~ merely ~~to-for the purpose of~~ affecting an increase in compensation.

A. — Eligibility

No employee ~~is will be considered~~ eligible for promotion to a new position until he or she has been in his or her present position for a minimum of six (6) months, unless approved by the Town Manager. Employees who desire to apply for a particular posted position must submit an application prior to the closing date. ~~The following factors will be considered in selecting the most qualified candidate. In selecting the most qualified applicant for a promotion, the following factors will be considered:~~

1. Ability to perform the work with a normal period of training as determined by the employee's education, experience, health and general physical fitness and/or overall qualifications as determined by the Town Manager.
2. ~~The employee's personnel file will be reviewed to include Performance Reviews, a Attendance records, Letters of Accommodations, disciplinary actions and all other related job information, and work records (performance evaluations will be reviewed).~~
3. ~~A probationary period of six (6) months is required for all new positions. promoted employee will be placed on probation in the new position for a period of six (6) months. This period may be extended for an additional six (6) months at the discretion of the Town Manager.~~

B. — Temporary or Interim Position

1. A temporary promotion must be for a period of not less than twenty-one (21) calendar days ~~(three weeks)~~, nor more than one hundred eighty (180) calendar days (six months). ~~An extension of This period may be extended for up to six (6) additional months may be granted at the discretion of the Town Manager-Manager. The or Town Commission may grant an extension for the Town Manager's for the position, of the Town Manager or Town Clerk.~~
2. The duties assigned must be those of a budgeted position.

6.02 Transfers

It is the policy of the Town to allow regular employees to transfer to a vacant position or department with the approval of the ~~d~~Department ~~h~~Heads concerned and the Town Manager.

1A. Eligibility

An employee's eligibility for transfer is determined by the requirements of the position. In addition, he or she must have been in his or her present position for a minimum of six (6) months prior to request for transfer, unless approved by the Town Manager.

~~2B.~~ ~~Transfer for Reasons of Health~~

~~When an employee becomes unable to perform assigned duties for reasons of health, but is able to perform the duties of a vacant position for which he or she otherwise qualifies, a request for transfer may be made. A physician's certificate may be required.~~

C. Effects of Transfer

A transferred employee will be placed on probation for a period of six (6) months. The ~~Town Manager will determine the~~ employee's rate of pay ~~will be determined by the Town Manager.~~

3D. Benefits Maintained

The employee retains the balance of benefits earned prior to the transfer with such usage subject to authorization by the new ~~d~~Department ~~H~~head or Town Manager.

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CHAPTER 7 TOWN OF MELBOURNE BEACH PROBATION

7.01 Policy

It is the policy of the Town that all new employees and all employees transferred or promoted to a new job shall be placed on probation. This period shall be utilized to evaluate the employee's performance.

7.02 Duration

The probationary period starts on the first day of work for the employee and continues for a period of six (6) months for general employees and a period of one (1) year for police officers. The ~~d~~Department ~~h~~Head may request the Human Resources Manager or the Town Manager to approve an extension of, ~~or reduction of,~~ the established probationary period. Such request must be in writing and give a detailed explanation of the request, with a copy of the performance evaluation attached.

7.03 Performance Evaluation

During the probationary period the employee's job performance will be evaluated.

7.04 Dismissal During Probation

A probationary employee may be dismissed by the Human Resources Manager or the Town Manager (or Town Commission in the case of the Town Manager ~~or Town Clerk~~). The employee does not have the right of administrative appeal.

7.05 Probationary Period Reports

At least ten (10) calendar days prior to the expiration of an employee's probationary period, the ~~d~~Department ~~h~~Head shall conduct an employee performance evaluation and notify the Human Resources Manager~~Town Manager~~ whether the employee will continue in the position.

7.06 Benefits

New employees shall earn sick leave and annual leave while on probation, ~~but may not use such leave until satisfactorily completing the probationary period unless specifically approved by the Department Head or Town Manager.~~ New employees dismissed during probation shall not be paid for any accrued benefits.

**CHAPTER 8
TOWN OF MELBOURNE BEACH
PERFORMANCE EVALUATIONS**

8.01 Policy

The purpose of the employee performance evaluation is to measure as objectively as possible both the employee's strengths and weaknesses, and the manner in which the employee performs in relation to assigned duties and job description. The employee evaluation shall be utilized as a tool and as a guide, and to be of benefit to both the employee and the Town. All Town employees, including full-time and part-time regular employees, shall undergo this evaluation.

8.02 Procedure

Performance evaluation reports shall be completed on all employees annually. All employee evaluations (with the exception of the Police Department) shall be completed in ~~August the month of May and are due on September 1 and are due by June 1.~~ If an employee is employed less than six (6) months ~~their review he or she~~ will follow the schedule for a probationary employee then begin the annual evaluation the ~~September first May~~ after the completion of the probationary evaluation. The ~~Human Resource Manager Finance Department~~ shall notify each ~~dDepartment hHead~~ that evaluations are due. The ~~Human Resources Finance Department~~ shall also provide each ~~dDepartment hHead~~ with the evaluation forms to be used.

Performance evaluation reports will be completed by an employee's ~~dDepartment hHead~~, the Town Manager or the Town Commission (in the case of the Town Manager ~~or Town Clerk~~).

The performance evaluation shall be reviewed with the employee, ~~being evaluated.~~ Each report must be signed by the employee indicating ~~receipt that he or she has received of the report, and reviewed the report.~~ ~~An employee may refuse to sign the report if there is a not that he or she agrees or disagrees with the contents.~~ ~~The department head should indicate why the employee has refused to sign.~~ ~~The employee may record any comments on the report, within ten (10) days of receiving the report. Such statements will become part of the report.~~

~~The Department Head, Town Manager or Town Commission shall furnish the employee a copy of the performance evaluation. The employee may record any comments he or she may have, including statements of disagreement with the evaluation, within ten (10) calendar days of the evaluation. Such statements shall be signed, dated and attached to and become a permanent part of the evaluation.~~

The ~~dDepartment hHead~~, Town Manager or Town Commission shall forward the performance evaluation report to the ~~Human Resources Manager Finance Department or Chief of Police for filing in the employee's personnel file.~~

Payroll Authorization Forms, recording any approved wage increases, shall ~~also~~ be completed by the Human Resources Manager and forwarded ~~to by~~ the Town Manager for approval to the Finance Department.

An employee, who received an overall rating of “Unsatisfactory” or “Needs To Improve” on an annual evaluation and is not dismissed, shall be given a special evaluation or a Performance Improvement Plan within seven (7) calendar days of such rating.

8.03 Performance Improvement Plan

Performance Improvement Plans ~~shall~~may be completed for any employee ~~when an at any time employee is notified that their performance needs improvement.~~ . The Performance Improvement Plan is designed to assist an employee ~~whose performance needs improvement to meet the criteria of their his or her~~ job description. Performance Improvement Plans will contain actionable steps for the employee. A Performance Improvement Plan shall be completed by department head and the Human Resources Manager. The Plan will be reviewed ~~with the employee by the department head and the Human Resource Manager~~ at the end of ~~thirty~~ 30 days. ~~The and PIP~~ may be extended by the ~~d~~Department ~~h~~Head, ~~Human Resource Manager and Town Manager or Town Commission.~~ Failure ~~of the employee to demonstrate an~~ improvement may lead up to ~~and include~~ termination.

8.04 Performance Pay Increases

Pay increases are not intended to be automatic, but are earned and based upon job performance.

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Employees will become eligible for consideration for a pay increase at one year intervals commencing on October 1st.

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**CHAPTER 1
TOWN OF MELBOURNE BEACH
GENERAL PROVISIONS**

1.01 Purpose

The purpose of ~~these Personnel Policies~~ is to provide a general guide for the ~~personnel administration of the Town of Melbourne Beach.~~ ~~this Administrative Policies and Procedures Manual ("Manual")~~ is to establish guidelines and procedures to govern Town employees.

In the event that the policies ~~or procedures in this Manual~~ conflict with the Town Charter, Town Ordinances or County, State or Federal laws, as now exist or may be amended, or promulgated in the future, the Town Charter, Town ~~O~~rdinances or the County, State or Federal law shall take precedence.

~~It is the intent of these policies to assure fair treatment of all Town employees in all aspect of personnel administration. These policies shall be carried out without regard to an employee's political affiliation, race, color, creed, national origin, religion, marital status, handicap, age or sex with proper regard for an employee's privacy and rights as a citizen.~~

~~All employees serve at the pleasure of the Town and no employee shall have any vested rights in employment. Nothing in these personnel policies and procedures is intended or implied to create a contract for employment for any specific period of time, and no representative or Town entity, except the Town Commission, has the authority to enter into any such contract for employment for any specific period of time. It is the intent of the Town to have a mutually beneficial relationship with each employee. Each employee should endeavor to improve performance and skills to enable the Town to offer quality services to the public and provide opportunities for advancement of employees.~~

~~Nothing in this Manual is intended to create any contract rights or property interest in employment or to bind the Town or any employee to a specific or definite period of employment.~~

1.02 Positions Covered

~~These policies~~ ~~is~~ ~~Manual~~ covers all Town employees unless otherwise noted.

1.03 Administration

~~The Human Resources Manager is responsible for the administration and direction of the Town's personnel program.~~ The Town Manager is responsible for enforcing ~~this~~ ~~these policies~~ ~~Manual~~.

Department ~~h~~Heads are responsible for the proper and effective administration and enforcement of ~~these personnel policies~~ ~~is~~ ~~Manual~~ within their respective

departments. Routine matters ~~may be delegated.~~ ~~pertaining to enforcement may be delegated.~~

1.04 Amendments

The Town Manager ~~and/or the Human Resources Manager shall~~ will recommend amendments to ~~the policies and procedures and changes is Manual as necessary~~ for the effective administration of personnel. Amendments to ~~these policies~~ ~~Manual~~ shall be approved by the Town Commission.

1.05 Department Policies

Department ~~operation~~ policies and procedures will serve as supplements to ~~these policies~~ ~~Manual~~. In the event of any conflict, ~~in this section this Manual shall prevail~~, with the exception of the Police Department, ~~the Town personnel policies shall prevail.~~ ~~In the case of the Police Department's Policies and Procedures, when conflict arises, shall prevail over this Manual.~~

Department policies and procedures will be ~~reduced to~~ ~~in~~ writing and reviewed by the Town Manager for conformance to ~~the personnel policies.~~

1.06 Safety Program

~~It is the policy of the Town to comply with all applicable federal, state and local health and safety regulations and to provide a work environment as free as possible from recognized hazards. Employees shall comply with all safety and health requirements whether established by department supervision or by federal, state or local law. The Safety Manual for the Town is included as Appendix B to these personnel policies.~~
~~this Manual.~~

1.067- Authority for Variance from Policy

A ~~d~~Department ~~h~~Head shall have the right to request, in writing, a variance from these policies and procedures when individual circumstances so justify. This ~~written~~ request shall be submitted to the Town Manager. All variances require the written ~~approval~~ approval of the Town Manager prior to implementation.

1.07 Basic Work Week

~~The workweek for all employees will normally consist of forty (40) hours unless otherwise specified or scheduled by the Town Manager, Town Commission, or department heads with the approval of the Town Manager. Workweek hours~~

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are determined by what is best suited to meet the needs of the community. Nothing in these rules shall be construed as a guarantee or limitation of the number of hours to be worked per week.

The department heads schedule lunch periods and may not to exceed one (1) hour. Unused lunch hours may not be accumulated to be used later or to leave early unless approved by the department head or the Town Manager. Early leave in lieu of lunch should not occur on a regular basis.

1.08 Attendance

It is the policy of the Town to require good attendance and punctuality on the part of its employees. Habitual or unexcused absenteeism or tardiness will result in disciplinary actions up to, and including, termination.

1.09 Management and Budgets

Pursuant to the statutes and laws of the State of Florida that permit and require the expenditure of public funds for Public purposes, the Town of Melbourne Beach believes it necessary and appropriate to provide assistance and guidance to the elected officials, employees and representatives of Melbourne Beach to aid in the determination of when public funds may be spent for a public purpose.

The Town Commission authorizes the Town Manager to establish administrative policies and procedures that are consistent with these guidelines and the adopted Town policies, which implement these guidelines.

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1.1007 Job Descriptions and Organizational Chart

The Town Manager is authorized to develop job descriptions for each position and an organizational chart for the Town. The Town Manager shall revise the job descriptions and organizational charts from time to time to meet the needs of the Town-service. Job descriptions are available at Town Hall through the Human Resource Manager's Town Manager's office.

1.09 Public Purpose Guidelines

(a)

Training and development programs for Town employees serve a public purpose when those training and development programs are directly related to the performance of the employees' job-related duties and are directly related to the programs and services for which the Town is responsible.

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Payment of employee work-related expenses, including travel, lodging and meal expenses, serves a public purpose when those expenses are necessary when incurred by Town of Melbourne Beach employees in connection with their actual work assignments or official duties. Those expenses are directly related to the performance of the governmental functions for which the Town of Melbourne Beach has responsibility.

Appropriate safety and health programs for Town employees serve a public purpose because they result in healthier and more productive employees and reduce certain costs to the Town and the taxpayers of the Town of Melbourne Beach, including various costs associated with workers compensation and disability benefit claims, insurance premiums, and lost time from employee absences.

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Public expenditures for appropriate Town of Melbourne Beach employee and volunteer recognition programs serve a public purpose because formally recognizing employees and volunteers who make significant contributions and demonstrate their commitment during the performance of their duties, which results in higher morale and productivity among all Town employees and volunteers. This commitment therefore helps the Town of Melbourne Beach to fulfill its responsibilities efficiently and more cost effectively.

Public expenditures for food and refreshments associated with official Town of Melbourne Beach functions serve a public purpose when the provision of food or refreshments is an integral part of an official Town of Melbourne Beach function and the provision of food or refreshment is necessary to ensure meaningful participation by the participants. Ex. Annual Awards Banquet

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Public expenditures for appropriate community and customer outreach and similar activities serve a public purpose when those expenditures are necessary for the Town of Melbourne Beach to ensure the efficient operation of its program services, and promotes the availability and use of Town resources.

(b) Recognition of Employees Retiring from the Town

The Town recognizes the importance of acknowledging employees for their service to the Town of Melbourne Beach. When an employee retires, the Town believes in the importance of recognizing them for their contributions they have made while at the Town of Melbourne Beach. As a result, the Town may provide a cake or comparable food item and non-alcoholic beverages at a gathering to recognize their services to the Town. Any additional food or activities will be employee paid. In addition, employees who retire in good standing may receive a recognition gift

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from the Town with a value not more than \$200.

(c) Recognition of Commission, Board and Agency Members

The Town Commission recognizes the importance of acknowledging Commissioners, Board and Agency Members for their service to the Town of Melbourne Beach. Individuals who leave as a member of the Town Commission, Boards and Agency Members with a minimum of four (4) years of service may receive an acknowledgement of service at a value not to exceed \$75.

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The Town may also provide a cake or comparable food item and non-alcoholic beverage at a gathering to recognize a Commissioner, Board, or Agency member leaving service after (4) or more consecutive years of service.

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(d) Recognition of Volunteers and Community Service

The Town Commission recognizes the importance of acknowledging Volunteers for their service to the Town of Melbourne Beach. Individuals providing meritorious volunteer service to the Town with a minimum of four (4) consecutive years of service may receive an acknowledgement of service at a value not to exceed \$75.

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(e) Meeting Refreshments and Meals

The Town Commission recognizes that situations in which Town business needs to be discussed can and do occur during meal hours (i.e. luncheon meetings or workshops, interview boards, elections, training, etc. that extend through the meal hours). In addition, there are public and employee meetings and events in which reasonable refreshments may add to the success of the meeting and/or event and create a more productive work force. The following items are deemed to meet the Commissions definition of public purpose expenditures in regards to food and meals.

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(a) Food and refreshments are allowed at non-routine

Town meetings and events that have a purpose of discussing Town issues. These meetings would normally have a pre-planned agenda.

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(b) Food and refreshments are allowed at employee

meetings and events that have a purpose of discussing Town issues, part of an employee training, or part of an interview process. These meetings would also normally have a pre-planned agenda. This does not include routine staff meetings or standing committee meetings.

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Food and refreshments are allowed when they are part of a breakfast/

lunch/dinner meeting for official Town business when it is determined to be the most practical time to meet and are necessary to sustain the flow of the meeting. Usually these meals involve meeting with Town Commission members, Board/Commission members, or local business/fraternal organizations.

Food and beverages are allowed at an organizational-wide annual staff meeting used for developmental purposes or for an annual employee recognition initiative. (This does not include expenses related to birthdays, anniversaries, weddings, childbirths or any other event that does not have an organizational-wide purpose.)

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Meals and refreshments are allowed where employees or volunteers are participating in a Town-sponsored special event, participating in an outside event as an official representative of the Town, or working additional hours and where the department head or administrator deems appropriate as recognition of efforts above those normally required.

Because emergency personnel are often called to perform for extended periods of time and duties where refreshments are important to duty performance, emergency response personnel may be provided refreshments or food when it is deemed appropriate by the Town Manager or department head to assure the delivery of quality emergency response service.

Reimbursement of meals related to travel is outlined in the Town of Melbourne Beach's Expense Reimbursement Policy.

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The purchase of alcoholic beverages is strictly prohibited.

The cost of refreshment/meals is included in the departments miscellaneous and training budget and is approved annually by the Town Commission as part of the overall budget process. In addition, the Department Head and Town Manager will have oversight on individual purchases to ensure compliance with the provisions of this policy.

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(g) Police Officers Leaving Service

Police officers retiring from the Town of Melbourne Beach with a minimum of 10 years of service to the Town of Melbourne Beach have the option of receiving their firearm instead of receiving an above-mentioned recognition gift. Upon retirement, the retiring officer must immediately change the registration from the Town of Melbourne Beach to their personal name. Final approval for each officer who qualifies will fall to the police chief's discretion, and if an officer does not leave in good standing, they will not be allowed to retain their gun. Each retiree receiving these benefits must execute an agreement relieving the Town

of Melbourne Beach from any liability. Retirement must be under fully honorable circumstances having served the requisite number of years to be eligible to receive pension benefits from the Town's Retirement System (Cannot be under investigation whereby the results could be termination, retiring in lieu of termination, or to avoid an investigation).

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(h) Membership, Dues and Donations

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The Town Commission has determined that the Town will fund memberships and dues (individual or organization) in professional organizations, Town social, and community organizations when the purpose is to promote, advertise, improve or develop the Town's resources and advantages and not for personal interest or gain. The cost of memberships/dues is included in the Dues and Membership line item in the Town of Melbourne Beach Budget. These line items are approved annually by the Town Commission as a part of the overall budget approval process. Donations received by the Town must be for programs that serve our citizens and are deemed to meet the public purpose guidelines.

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(I) Prohibited Expenditures

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The items listed below are strictly prohibited

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(a) Alcoholic beverages

(b) Employee functions or celebrations that are solely social in nature e.g. Birthdays, holiday luncheon, ice cream social).

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(c) Fundraisers for non-Town related events

(d) Participation in optional activities unless included as part of an overall conference registration fee (e.g. optional golf rounds, sporting events, concerts).

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(e) Employee sponsored fundraising event (e.g., charitable giving campaign)

(J) Allowed Expenditures

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The items listed below are allowed when purchased by the Human Resources Manager or a department head with permission from HR or the Town Manager.

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For funeral flower arrangements upon death of an employee, elected official, or one of their immediate family members other than Human Resources

Gift cards for an employee, volunteer, board member etc. by a
department other than Human Resources

The Town Manager has determined that the above expenditures are valid
expenditures and serve a public purpose. The Town Manager will have
over- sight on individual purchases to ensure compliance with the
provisions of this policy. Any purchase related to employees, not
specifically outlined in this policy is to receive authorization from the
Town Manager or designee prior to any purpose.

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**CHAPTER 9
TOWN OF MELBOURNE BEACH
WAGE AND SALARY**

9.01 Policy

It is the policy of the Town to assign wages and salaries based on the nature of the job performed. Rates paid by other area governments for similar work may be used as a basis for comparison.

9.02 Administration

Wages and Salaries ~~will~~ shall be administered by the Town Manager or his or her designated representative. Percentage cost of living increases and/or merit increases as determined by the Town Commission through budgetary action may cause the maximum pay ranges to be increased accordingly.

9.03 Wage and Salary Plan

The Wage and Salary Plan is intended to provide fair compensation and includes salary ranges from minimum to maximum rates for all positions. This plan may be adjusted from time to time by the Town Commission.

The minimum rate established for the position is the normal hiring rate for entry level. Appointment above the minimum rate may be made only when the Town Manager determines that it is necessary and in the best interest of the Town.

9.04 Wage & Salary Increases

Increases may be granted in accordance with Town Commission action after completion of the employee's performance evaluation.

A "satisfactory" or better rating is normally required for an increase. An overall rating of "unsatisfactory" may be a basis to deny an increase.

9.05 Pay Rates in Promotion or Re-Assignment

When an employee is promoted or re-assigned the rate of pay in the new position shall be established in accordance with the following:

Promotion: (including temporary promotion) an increase in pay may be granted.

Transfer: the salary may remain the same or change depending upon the assignment.

Re-Assignment: reassignment to a position of a lower pay rate for which the employee is qualified, will normally result in a decrease in pay.

Employee request: a request by an employee to be re-assigned to a position of a lower pay rate may result in a decrease in pay.

9.06 Overtime

Overtime will be authorized or directed by the Town Manager only when it is in the interest of the Town and is the most practicable and economical way of meeting workloads or deadlines. Department Heads may authorize overtime, but will report the circumstances to the Town Manager through payroll records.

Exempt personnel may not receive overtime pay, unless authorized by the Town Manager but ~~will shall~~ be eligible for compensatory time in accordance with Section 9.07.

All authorized and approved work performed in excess of forty (40) hours in any one work week or in excess of 168 hours in a 28-day cycle for Certified Police Officers, ~~will shall~~ be considered as overtime and ~~will shall~~ be paid at the overtime rate of one and one-half times the employee's straight time rate of pay.

Under no circumstances will non-exempt employees be directed or permitted to perform work "off-the-clock", i.e., all work performed for the Town must be compensated in accordance with the Fair Labor Standards Act.

Compensatory Time

Non-Exempt Employees- The accrual of compensatory time (comp time) in lieu of overtime pay for non-exempt employees may be granted upon request of the employee. All comp time for non-exempt employees must be calculated at one and one-half hours off for every hour of overtime worked. The maximum accrual of comp time for any employee ~~will shall~~ be ninety-six (96) hours. Any overtime earned by an employee upon reaching the maximum comp time accrual of ninety-six (96) hours ~~will shall~~ be paid as overtime to the employee at the employee's overtime pay rate. Upon separation, any accrued comp time will be paid to the employee.

The use of comp time must be requested in advance by the employee and approved in writing by the employee's immediate supervisor. Comp time must be taken in increments of no less than one-half (1/2) hour.

Exempt Employees - Those personnel who are exempt from the overtime policy will be awarded compensatory time on a straight time basis (hour for hour). Positions exempt from overtime, but eligible for compensatory time are:

1. ~~Building Official Chief of Police~~
2. ~~Chief of Police Municipal Accountant~~
3. ~~Fire Chief Building Official~~
4. ~~Municipal Accountant Town Clerk~~
5. Public Works Director
6. ~~Town Clerk~~

The maximum accrual of comp time for any exempt employee ~~will shall~~ be ninety-six (96) hours. Any employee who has accrued comp time in excess of ninety-six (96) hours as of the date of policy adoption ~~will shall~~ not accrue any additional comp time until such balance is reduced below ninety-six (96) hours.

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The use of comp time must be requested in advance by the employee and approved in writing by the employee's immediate supervisor. Comp time must be taken in increments of no less than one-half (1/2) hour.

Earned comp time shall be recorded on the appropriate payroll time card, must include the reason for which the comp time was earned, and must be approved by the employee's immediate supervisor.

All time worked by eligible exempt employees, in excess of their regularly scheduled hours during any emergency condition, Town-wide emergency, major disaster, and/or a "state of emergency" that has been ~~as~~ declared by the Governor, Brevard County Board of County Commissioners or the Town Commission, will be paid as overtime on a straight time basis.

9.07 Exempt Employee Pay Deductions

The Town and its employees are accountable to the public. In the event an exempt employee is absent for a full or partial day of work for personal reasons or because of illness or injury, the employee is expected to use his or her accrued personal leave and sick leave to cover such absences.

(Compensatory time and annual leave are considered forms of paid personal leave for purposes of this policy.) An exempt employee's pay will be reduced or such employee will be placed on leave without pay for absences of a full or partial day for personal reasons or because of illness or injury when accrued leave is not used by an employee because:

- Permission for its use has not been sought or has been sought and denied;
- Accrued leave has been exhausted; or
- The employee chooses to use leave without pay.

Deductions from pay are also permissible in the following circumstances:

- To offset any amounts the employee receives from the government for jury or witness duty or military leave;
- For an unpaid suspension of any length of time (partial or full days) as a result of a violation of a safety rule of major significance;
- For an unpaid disciplinary suspension of one or more full days for violation of a workplace conduct rule;

- For a partial week during the employee's first or last week of employment (compensation will be received for the days or partial days actually worked);
- For any (partial or full days) time an employee takes unpaid leave under Chapter 15.
- A budget-required furlough and for which the employee's pay is accordingly reduced; and
- Any other deduction permitted by applicable law.

9.08 Pay During ~~Emergency Conditions~~ ~~Declared Emergencies~~

Purpose

This policy is to be used to determine how and when special pay provisions will be implemented in the case of ~~any emergency condition a declared emergency~~.

Policy

~~In the event of any emergency condition, Town-wide emergency, major disaster, and/or a~~ When a "state of emergency" ~~that~~ has been declared by the Governor, Brevard County Board of County Commissioners or the Town Commission, the Town Manager ~~will may~~ implement special pay provisions for Town Employees in contemplation of, during, and/or after the occurrence of the emergency.

Scope

This policy applies to all non-exempt and exempt employees who are not covered by an employment contract.

~~Emergency Condition Response Pay~~ ~~Special Pay Provisions~~

A. During the pre-impact period, each Department Head may allow, if practicable, and sufficient time exists, his or her employees four (4) hours of paid emergency leave to make personal preparations for the emergency. Such leave must be approved by the Department Head and coordinated in such a manner as to maintain adequate staffing for the Department or work area. Department Heads must obtain the approval of the Town Manager in order to take this leave.

B. Employees who are not required to report to work due to the emergency ~~will shall~~ receive emergency pay for their normally scheduled workday.

C. Employees who are required to work ~~during any emergency condition~~ while other employees receive emergency pay as outlined in paragraph 2, above, ~~will shall~~ be paid at a rate of two times (2x) their base hourly pay rate for each hour of their normally scheduled workday. When the Town Manager determines that it is safe for all employees to return to work, employees will be paid according to the normal pay policy.

D. Employees who work outside of their regularly scheduled work hours during ~~any emergency condition a declared emergency will shall~~ be paid at a rate of one and one-half times (1.5x) their base hourly pay rate for all hours worked outside of their regular work schedule.

E. Employees who are required to report to work but who cannot report due to circumstances beyond their control shall be allowed to use annual leave or

compensatory time to account for the lost work time. The Town Manager will review all cases in which an employee fails to report to work to determine whether appropriate attempts to report were made by the employee.

F. Should an employee refuse to report to work when directed during any emergency ~~condition, situation~~, any lost time will be considered unpaid leave and will not be compensated. Any employee refusing to ~~so~~ report to work will be subject to disciplinary action up to, and including, termination.

G. Should an employee be on annual leave during any emergency ~~condition, situation~~, and it has been determined by the Town Manager that the employee is not required to report to work, and other employees have been granted emergency leave as described in paragraph 2, above, the employee will not be required to use annual leave. Emergency leave pay will be granted to this employee until the Town Manager determines that it is safe for all employees to return to work. At such time, the employee may return to annual leave if deemed appropriate by the Town Manager.

H. Should an employee be on annual leave during any emergency ~~condition situation~~ and the employee is required to report to work due to the emergency ~~condition situation~~, the employee shall suspend his annual leave and report if it is possible to return. The Town Manager will review all cases to determine if appropriate attempts were made by the employee to report to work. Should the Town Manager determine that appropriate attempts were not made by the employee; the employee may be subject to disciplinary action up to, and including, termination.

I. As directed by the Town Manager, active Volunteer Fire personnel that are deployed during any emergency condition will be paid an hourly rate by the Town.

J. Meals: All employees and volunteers who are working during any emergency condition will be provided meals by the Town.

9.09 Accurate Time Records

All employees who are eligible for overtime or comp time are required to record all time worked including time worked during regularly scheduled lunches or breaks. Time worked during regularly scheduled lunches or breaks must be authorized in advance by the Town Manager. At no time should an employee work "off the clock". Any request or direction to work "off the clock" must be immediately reported to the Town Manager or the Municipal Accountant.

CHAPTER 10 TOWN OF MELBOURNE BEACH WELFARE AND BENEFITS

10.01 Group Health Insurance

The Town provides Group Health Insurance that covers hospitalization and medical insurance for ~~regular~~ full-time employees and part-time employees working 25 hours or more per week. Details of the insurance plan may be obtained from the Human Resource Department. Coverage is available for eligible dependents, through payroll deduction. The employee is responsible for a portion of the dependent's premium in accordance with Town policy. ~~From time to time the~~ Town Commission may approve different dependent coverage. Group Health Insurance coverage is not provided for temporary employees.

In accordance with Florida State Statute 112.0801, employees who have reached their normal retirement age, as defined by the Town's retirement plan under which they are covered, and who have elected to retire, may continue their coverage at their own expense. This option is only available if the employee who retires begins receiving retirement benefits immediately after retirement from Town employment.

The Town offers oOther group insurance policies, such as dental insurance and various types of disability insurance policies may be offered. The employee is responsible for the premium payments on these policies. Premiums for this insurance are paid by the employee.

10.02 Life Insurance

The Town ~~insurance plan~~ provides ~~for~~ a life insurance policy for regular full-time employees and part-time employees working 25 hours or more per week. ~~Information regarding the Life Insurance policy may be obtained from the Finance Department. Notification of any change in beneficiary is the employee's responsibility.~~

The Town provides AD&D insurance coverage for all Town employees.

Contact the Human Resource Department for coverage amounts and specific information regarding the policies.

Notification of any change in beneficiary is the employee's responsibility.

10.03 Workers' Compensation

All Town employees ~~are of the Town~~ are covered by Workers' Compensation insurance as required by law. ~~See Section 11.~~

10.04 Unemployment Compensation

The Town complies with statutory requirements relative to unemployment compensation.

10.05 Defined Contribution Plans and Pension Plan

The Town provides a mandatory defined contribution plan with the Florida Retirement System. Employees are required to contribute 3% of their gross income. The Florida Retirement System dictates the Town's contribution. FRS releases a new plan contribution amount each July. Employee will have the option of choosing the Investment Plan or the Pension Plan after six (6) months of employment for all qualified employees.

The Police Department provides a defined benefit Pension Plan for all qualified Police Officers through Salem Trust. Officers must contribute five (5%) percent of their gross annual income. The Town of Melbourne Beach contributes annually into the pension plan in an amount required to maintain

10.06 Optional §457 Deferred Compensation Plan

The Town offers employees the option of participating in a 457 Deferred Compensation Plan through Mission Square Retirement, formerly ICMA-RC. Details of the plan may be obtained from the Human Resource Department. Details of the plan are maintained by the Finance Department.

10.06 Federal Withholding

Federal Income Tax Withholding, Social Security and Medicare taxes are deducted from employees' ~~pay checks~~ paychecks and remitted to the U.S. Treasury along with the employer's portion of such taxes in accordance with applicable laws.

~~10.07 Optional §457 Deferred Compensation Plan~~

~~The Town offers employees the option of participating in a Section 457 Deferred Compensation Plan. Details of the plan may be obtained from the Finance Department.~~

10.08 Plan Termination

The Town reserves the right to discontinue participation in any of the benefits listed above with the exception of those mandated by law

**CHAPTER 11
TOWN OF MELBOURNE BEACH
WORKERS' COMPENSATION**

11.01 Eligibility

All employees are protected by Workers' Compensation Insurance in accordance with the laws of the State of Florida. Injuries must be reported immediately to the employee's supervisor. The injury report shall specify the nature of the injury, when, where and how the injury occurred and full details concerning the events leading up to the injury including a listing of all witnesses. The supervisor shall immediately complete the necessary forms to report the injury to the Workers' Compensation Agency. Completed forms ~~will~~should be returned to the ~~Human Resource-Finance~~ Department, which will report the injury to the Workers' Compensation Agency if it has not previously been reported.

All employees who a filing a Workers Compensation Claim must be drug tested immediately after reporting the incident to their immediate supervisor. The supervisor or department head will immediately notify the Human Resource Manager of the Workers Compensation Claim.

The supervisor will direct the employee to ~~an approved the~~ Workers' Compensation Care Provider or hospital.

11.02 Time Lost

- A. Partial payment for time lost, to receive medical treatment for a work related injury, may be available through Workers' Compensation. Employees may use sick leave and annual leave in accordance with Town Policy on a prorated basis to compensate for any difference between the Workers' Compensation benefit and their salary.
- B. If an employee uses sick leave or annual leave, which is later compensated through Workers' Compensation, the employee's sick leave or annual leave will be credited, in the same amount as long, as the employee or Workers' Compensation has refunded the amount paid by the Town.
- C. An employee out of work due to a work related injury must contact his or her ~~d~~Department ~~h~~Head every Monday, or as otherwise directed, to report ~~their~~his/her status for a date to return to work. It is the employee's responsibility to provide a release to return to work.

11.03 Light Duty

If an employee, with the exception of law enforcement, is unable to perform ~~their~~his or her regularly assigned duties, ~~as a result~~because of a work related injury, but is still able to perform some ~~type of work~~ (light duty), the employee may be assigned other work ~~or duties~~ during the period of ~~their~~his or her recuperation if ~~such light duty is available, as determined by the~~The department head.

Human Resource Manager or Town Manager will determine if light duty is available. Town Manager.

15.03 Workers Compensation Injury Leave

~~The Town will pay for the first seven calendar days of the disability including non-duty days. After the seven days of leave have been exhausted, employees must submit additional loss time due to disability, or follow up medical treatment to the Town's workers' compensation insurance carrier. Compensation benefits may be supplemented by use of personal sick leave. Employees are encouraged to schedule follow up treatment to cause the least disruption to their regular work schedule.~~

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CHAPTER 12 TOWN OF MELBOURNE BEACH HOLIDAYS

12.01 Days Observed

The following ~~holiday are~~~~shall be the~~~~observed as~~ official paid holidays for the employees of the Town of Melbourne Beach, with the exception of the police officers who have a separate policy adopted by the Town Commission:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
Employee's Birthday

The Town Commission is empowered to declare additional holidays.

When a holiday falls on a Saturday, ~~the such~~ holiday ~~is~~~~shall be~~ observed on ~~the~~ Friday before the holiday. When a holiday falls on Sunday, ~~such as~~~~the holiday is~~ ~~shall be~~ observed on ~~the~~ Monday after the holiday. Approval ~~may be given~~ by the Town Commission to change the day observed for a ~~holiday~~~~holiday may be given when~~~~if requested to do so~~ by the Town Manager.

Employees shall request from ~~their~~~~his or her~~ supervisor, a day off designated ~~as~~ ~~their~~~~to be observed as their~~ birthday holiday. An employee may request ~~their~~~~his or her actual~~ birthday ~~off holiday either on the actual birthday or a day when~~ as convenient ~~for~~ the employee's ~~department supervisor as determined by their supervisor.~~

12.02 Eligibility

- A. All full-time and probationary employees will receive eight (8) hours off with pay for each of the approved holidays. Part-time regular employees will receive the appropriate pro rata share of hours off with pay for each of the approved holidays.
- B. To be eligible for holiday pay, employees shall have worked the last scheduled work-day before the holiday and the first scheduled work day

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after the holiday, unless ~~their~~^{his or her} absence has been approved by ~~the~~^{their appropriate} supervisor. ~~Employees will not be receive Holiday pay~~^{Holidays with pay will not be given t} ~~wheno an employee if theyhe or she i ares~~^{on a} leave of absence without pay, on suspension or on any other non-paid status on the day before or after the holiday.

12.03 Holiday Pay

~~Non-exempt general government~~ employees who are required to work on ~~an~~^{observed h}~~oliday~~^{oliday} shall ~~receivereceive~~ holiday pay at their regular hourly rate in addition ~~to overtime pay, if applicable.~~

~~An employee who is scheduled to work on the day observed as a holiday and calls in sick will be charged with holiday time for that day and not sick leave.~~

~~Holidays which occur during annual leave shall be charged to holiday leave and not to annual leave.~~

~~When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday. Prior authorization must be received in order to receive overtime pay for working on the holiday.~~

**CHAPTER 13
TOWN OF MELBOURNE BEACH
ANNUAL LEAVE REGULAR EMPLOYEES**

13.01 Policy

Recognizing that a period of rest and relaxation improves morale and productivity, annual leave with pay is provided to regular employees in accordance with established guidelines as shown below. Police officers have a separate policy adopted by the Town Commission.

13.02 Eligibility

- A. Full-time regular employees will be granted annual leave with pay.
- B. Part-time regular employees will earn annual leave at a rate proportionate to their hours worked.
- C. Temporary employees are not eligible for annual leave.
- D. Probationary employees shall earn annual leave while on probation.

13.03 Accrual of Annual Leave

Annual leave shall be earned as follows:

Years of Employment	Leave Days Earned Per Year	Leave Hours Accrued Per Pay Period
1-5	10	3.0769
6-10	15	4.6153
11+	20	6.1538

The maximum number of annual leave hours an employee is allowed to accrue shall be one and one-half (1 1/2) times the annual rate of accrual. Employees shall not be entitled to accrue additional annual leave time once they have reached the maximum allowed unless specifically authorized to do so by the Human Resources Manager or the Town Manager who shall make a determination, in writing, that due to unusual circumstances the additional accrual is authorized.

13.04 Request for Annual Leave

Annual leave for five (5) working days or more shall be requested at least one (1) weeks in advance on the Request for Leave Form. The Request for Leave Form must be signed off by the department head and provided to the Human Resources Manager.

The department head, Human Resources Manager or Town Manager may deny the granting of leave based on the needs of the Town. Department heads will arrange vacation schedules and re-allocate duties on such a basis as to cause minimum interference with normal functions of the department.

Annual leave will be charged in no less than one (1) hour increments. ~~notice for~~ Annual leave may only be used as earned.

13.05 Payment for Unused Leave

Payment of annual leave time in lieu of actually taking vacation shall not be permitted except in cases of emergency or hardship or to avoid creating a hardship or ~~interference~~ interference with the execution of normal departmental duties. This is especially critical ~~infor~~ the Police and Fire Departments. Approval can be granted by the Human Resource Manager or the Town Manager (or Town Commission in the case of the Town Manager).

Vacation Leave

Upon separation from Town employment, employees shall be entitled to compensation for any earned unused annual leave on the effective day of termination. This does not apply to employees who have not satisfactorily completed their probationary period. Employees beginning or ending employment, who work less than a full pay period, shall have their annual leave credit prorated.

Sick Leave

Employees who separate from the Town in good standing, after two (2) continuous years of service, shall be eligible for payment of fifty percent (50%) of all unused sick leave accrued. Such payments for unused sick leave shall be made in a lump sum, subject to required payroll withholdings and deductions. An employee will not be considered in good standing for purposes of this policy if such employee (1) ~~is~~ dismissed for willful misconduct or _____ (2) ~~voluntarily~~ Voluntarily resigns employment without providing the Town a _____ minimum of fourteen days' written notice.

Treatment of this payment for purposes of calculating general employee retirement benefits will be in accordance with Florida Retirement System rules.

**CHAPTER 14
TOWN OF MELBOURNE BEACH
SICK LEAVE**

14.01 Policy

Recognizing that the Town of Melbourne Beach has a continuing interest in the health and well being of its employees, sick leave with pay is provided to employees in accordance with established guidelines as shown below.

14.02 Eligibility

- A. Regular full-time employees shall earn sick leave credit at the rate of 3.6923 hours of paid leave per pay period. Employees beginning or ending employment, who work less than a full pay period, shall have their sick leave credit prorated.
- B. Regular part-time employees who normally work at least ~~250~~ hours per week shall earn sick leave credits at a rate in proportion to the percentage of the amount a full-time employee would earn. Employees who work less than ~~250~~ hours per week shall not earn sick leave credits.
- C. Temporary employees shall not earn sick leave credits.
- D. Probationary employees shall earn sick leave while on ~~probation~~ ~~probation but may not used sick leave until they have completed ninety (90) days of employment or at the discretion of the Town Manager.~~

14.03 Use of Sick Leave

Sick leave ~~uses may be used for:~~

- A. Employee's illness.
- B. Medical, dental or optical treatment, which is necessary during working hours.
- C. Caring for ill members of the employee's immediate household.

In order to be eligible for sick leave with pay, an employee ~~should~~~~must~~ notify his or her immediate supervisor before the scheduled reporting time as designated by the department (except in emergencies as defined by the Town Manager or Town Commission in the case of the Town Manager ~~or Town Clerk~~), stating the expected period of absence. This procedure shall be followed for each day the employee is unable to work, ~~unless prior approval is given by the Department Head.~~ When an employee returns to work, ~~sick leave will be notated on their weekly time sheet, and approved by their supervisor.~~ ~~he or she shall report the amount of sick leave used on his or her weekly time sheet, to be approved by his supervisor.~~

If an employee wishes to use sick leave for an appointment, the sick leave request form ~~should be~~must be submitted and approved in advance by the department head or as approved by the Town Manager (or Town Commission in the case of the Town Manager or Town Clerk); and provided to the Human Resources Manager.

When an employee is sick on a paid holiday, the employee shall be paid for the holiday and not charged with a day of sick leave.

Sick leave must be used in increments of not less than one-half (1/2) hour.

When an employee is out on sick leave for three (3) consecutive days the Human Resources Manager ~~Town Manager or Town Manager~~ may request the employee ~~to~~ provide a release to work.

Abuse of sick leave privileges shall constitute grounds for disciplinary action.

14.04 Accrual

Employees who separate from the Town in good standing, after two (2) continuous years of service, shall be eligible for payment of fifty percent (50%) of all unused sick leave accrued. Such payments for unused sick leave shall be made in a lump sum, subject to required payroll withholdings and deductions.

An employee ~~is~~will not ~~be~~ considered in good standing for purposes of this policy if ~~the~~such employee

- _____ (1) ~~is~~Is dismissed for willful misconduct or
- _____ (2) ~~voluntarily~~Voluntarily resigns employment without providing the Town a _____ minimum of fourteen days' written notice.

Treatment of this payment for purposes of calculating general employee retirement benefits will be in accordance with Florida Retirement System rules.

14.05 Donation of Annual Leave

Employees may donate their accrued leave time to other employees who have exhausted their applicable leave balances (sick, leave and/or compensatory time).

14.06 Leave Donation Eligibility

In order to receive donations of leave time from other employees, an employee must meet all of the following criteria:

- A. The employee's applicable leave balances must be less than ~~must have been reduced to forty (40) hours or less based~~ on the most recent payroll report before a request can be approved.
- B. The employee must have used all of ~~their~~^{his} applicable leave time before donations will be credited to the employee.
- C. The employee must be out of work due to a catastrophic event, known to management, and determined by the Town Manager to qualify this benefit.
- D. The employee must not be currently on any disciplinary action.
- E. Donations of leave are not intended to lengthen employment prior to retirement.

14.07 Leave Donation Parameters

- A. An employee may receive up to 320 hours (8 weeks) within any twelve-month span beginning the first day of the donation period. Any donation slips received by the Human Resources Department ~~in Personnel~~ after the donation threshold has been reached will be returned to the donor.
- B. A donor may contribute up to 40 hours (1 week) per recipient, per twelve-month period.
- C. Leave donations must be contributed in one-hour increments and are credited to the employee receiving leave donations on an hour-for-hour basis.
- D. Use of donated leave will run concurrently with the Town of Melbourne Beach Medical Leave Policy.

14.08 Leave Donation Procedure

- A. Once an employee becomes eligible to receive donations of leave time as outlined in this procedure, the employee may request the provisions of this policy be enacted by the Town Manager. It is at the discretion of the Town Manager to decide ~~whether or not~~ to solicit for donations of leave time.
- B. All donors will complete a leave request clearly marking on the request "Donation" along with the name of the employee recipient and submit said request into the Human Resources Manager.
- C. The Human Resources Manager will track the donations to verify compliance with this policy and communicate with the employee the status of any donations. The use of donated leave time will be on a First In and First Out basis.
- D. This procedure is strictly voluntary. No employee is compelled to participate and no employee will coerce or solicit any other employee to donate leave time.
- E. No donations of leave time will be processed outside the realm of this procedure.

F. Any unused donated time will be returned to the last donor in a Last In, First Out basis.

**CHAPTER 15
TOWN OF MELBOURNE BEACH
LEAVE POLICY**

15.01 Medical Leave Of Absence:

Eligible employees may take up to 8 weeks unpaid medical leave of absence in any 12 month period for: (1) a serious health condition that renders the employee incapable of performing the essential functions of his or her job; (2) the birth and care of a son or daughter; and (3) to care for a newly adopted son or daughter. The ~~12-month~~12-month period is measured as a rolling ~~42-month~~12-month period measured backward from the date leave is initiated. Eligible employees are those who are ~~designated as~~ full time employees and have worked for the Town at least 12 consecutive months.

Employees must use all accrued paid leave time including vacation, sick, compensatory and administrative leave during the medical leave of absence.

An employee requesting a medical leave must complete an "Application for Medical Leave Request" form, and return it to the ~~Human Resource Manager Town Manager, or the Town Manager's designee,~~ for processing and potential approval. In the event the Town Manager, ~~Town Clerk or~~ or any employee hired by the Commission should request medical leave, a Special Town Commission Meeting shall be called to consider the application. The completed application must state the reason for the leave, the expected/requested duration of the leave and the starting and ending dates of the leave. Following receipt of a leave request, the ~~Human Resources Department Town~~ will notify the employee about whether the requested leave has been approved.

If possible, an employee intending to take a medical leave of absence must submit an application for the leave at least 30 days before the leave is to begin. Otherwise, the employee must give notice to the Town Manager, or the Town Manager's designee, to apply for leave as soon as the necessity for the leave arises.

The application for leave based on the serious health condition of the employee must be accompanied by a "Certification of Health Care Provider form" available from the ~~Human Resources Department Town Manager, or the Town Manager's designee,~~ to be completed by the employee's treating physician. The certification must state the date on which the serious health condition commenced, probable duration of the condition and the appropriate medical facts regarding the condition. The medical certification must state that the employee cannot perform the essential functions of ~~their job~~his or her job. The Town will require the medical certification to be submitted prior to when an employee's leave begins, ~~or, if that is not possible, within 15 days after the leave starting date.~~

An employee taking a medical leave of absence must report at least every 30 days (or more frequently if directed by the ~~Human Resources Manager Town~~) on ~~their~~his or her status and intent to return to work upon completion of the leave. Employees returning from a medical leave are required to provide a fitness for duty from ~~their~~his or her treating physician indicating that the employee is able to safely resume work and identifying any work restrictions and the duration of such restrictions. Employees who do not return to work upon the expiration of a medical leave will be treated as having abandoned their

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employment.

Effort will be made to restore an employee to the same position held when the leave began. However, the Town cannot guarantee that an employee will be returned to ~~their~~his or her former position or compensation.

If an employee returns to a different position, ~~their~~his or her pay will be adjusted accordingly.

The Town will maintain group health insurance coverage for an employee on an approved medical leave on the same terms as if the employee continued to work.

The Town may make exceptions to this policy or other accommodations as appropriate to comply with the Americans with Disabilities Act or similar laws.

Any questions concerning the provisions of this medical leave policy or the forms associated with a leave under this policy should be directed to the Human Resource Manager ~~Town Manager, or the Town Manager's designee.~~

15.02 Personal Leave Of Absence:

Employees who require time off in addition to vacation may request a personal leave of absence without pay for up to a maximum of 8 weeks to care for an immediate family member with a serious illness or other urgent personal reasons that are not covered by the Town's above Medical Leave of Absence policy.

All regular employees employed for a minimum of 12 consecutive months are eligible to apply for an unpaid personal leave of absence and must submit such documentation or proof that the Town may require demonstrating the need for such leave. The Town may approve or deny any such leave requests in its sole discretion, and there is no guarantee that the Town will return the employee to his or her position following the leave. Job performance, absenteeism and departmental requirements may be taken into consideration before a request is approved. If an employee returns to a different position, ~~their~~his or her pay will be adjusted accordingly.

The employee must report on ~~their~~his or her status and intent to return to work at least every 30 days, (or more frequently if directed by the Human Resource Manager ~~Town Manager~~) and must return to work on the scheduled return date or be considered to have abandoned ~~their~~his or her employment.

The Town will maintain group health insurance coverage for an employee on an approved personal leave on the same terms as if the employee continued to work.

Please contact the Town Manager, or the Town Manager's designee for more information on request procedures.

~~15.03 Injury Leave~~

~~The City will pay "Injury Leave" for the first seven calendar days of the disability including non-duty days. After seven days of leave have been exhausted because of~~

~~disability, employees must submit additional loss time due to disability, or follow up medical treatment to the Town's workers' compensation insurance carrier. Compensation benefits may be supplemented by use of personal sick leave. Employees are encouraged to schedule follow-up treatment to cause the least disruption to their regular work schedule.~~

~~15.04 Military~~ **15.04 Military Leave**

A. Leave For Reserve Or Guard Training:

In accordance with Florida State Statute Chapter 115.07, ~~F.S.~~ all TownCity officers or employees who are commissioned reserve officers, ~~or or~~ reserve enlisted personnel, in the United States military, ~~or~~ naval service or members of the National Guard, are entitled to a leave of absence ~~from their respective duties~~, without loss of vacation leave, pay ~~or~~ sick time ~~time or efficiency rating, for on all~~ days during which they are engaged in training. This statute ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty. Leaves of absence for training shall not exceed 240 hours per ~~calendar~~ fiscal year. The employee shall be required to submit a copy of the training orders as evidence of such duty prior to receiving pay for such training.

Any required training beyond the authorized 240 hours of full pay will be without pay, but the employee may (but is not required to) charge any such additional time to his or her vacation leave balance.

B. Leave For Active Duty:

In accordance with Florida State Statute Chapter 115.09 and 11

~~5.14, F.S., TownCity officers officials~~ and employees, ~~w~~ who are ~~also~~ service members in the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave of absence from work to perform active military service. The first 30 days of such leave will be with full pay. Benefits continuation while on active duty, will be assessed based on the Town's benefit plans and policies in effect during such leave and as required by the Uniformed Services Employment and Reemployment Rights Act (USERRA), Chapter 43 of Title 38 U.S.C. During such ~~leave~~ leave, employees are entitled to preserve all seniority rights, efficiency ratings, promotional status, and retirement privileges.

C. Supplemental Pay While On Active Duty:

The Town may elect to supplement an employee's pay while on active duty following the first 30 days of paid leave if their his or her pay, while serving in the military, is less than ~~their his or her pay~~ at the TownCity. This determination will be at the discretion of the Town Commission.

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15.05 Civic Duty Leave

Employees attending court as a witness on behalf of the Town or other governmental entity or for jury duty during their normal working hours shall receive full pay equal to their normal work schedule for the hours they attend court. Verification of their attendance shall be required ~~at the discretion of the Department Director or Town Manager (or Town Commission in the case of the Town Manager or Town Clerk).~~ When an employee is involved in litigation, in which the Town is not a party, theirhe/she may use accrued vacation leave may be used for that absence or the absence will be without pay.

Employees who attend court for only a portion of a regularly scheduled work day are expected to report to work when excused from court.

Procedure: If an employee attends court on theirhis or her day off he/she does notno additional day off is given, receive an extra day off. An employee working other than the normal working day and who is requested to appear in court may receive time off from his regular shift equal to the period of time served in court at the recommendation of the Department Director, and approval of by the Town Manager, or the Town Manager's designee (or Town Commission in the case of the Town Manager or Town Clerk).

15.06 Bereavement Leave

All regular full-time or part-time employees may be granted time off with pay, not to exceed three (3) days, in the event of a death in the employee's immediate fFamily. Two (2) additional days may be granted at the discretion of the Town Manager. ~~See Section 2 for definition of Immediate Family. An employee may use accrued vacation. Should additional time be needed by an employee, he or she may use accrued vacation, compensatory time, or sick leave if additional time is required based on based on the discretion of the Town Manager. Verification of the bereavement leave ismay be required. Proof shall be provided to the Human Resource Manager.~~

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15.07 Examinations

A regular full time employee may be granted leave with pay for the purpose of taking examinations that will upgrade the qualifications of the employee. The examination should be related to the employees present job and approval must be received from the Town Manager.

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15.08 Conference Leave

An employee may be granted leave up to five (5) working days with pay to attend professional and technical seminars, conferences or other meetings, which contribute to the effectiveness of the employees service. All such leave will be subject to the availability of fund and approval of the Town Manager.

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at the discretion of the Town Manager. (In all the above mentioned time, approval may be granted by the Town Commission in the case of the Town Manager or Town Clerk).

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**CHAPTER 16
TOWN OF MELBOURNE BEACH
EXPENSE REIMBURSEMENT**

16.01 Policy

It is the policy of the Town to reimburse employees and ~~or authorized~~ authorized Town officials for all reasonable and actual expenditures incurred on behalf of the Town for business expenses and purchases. ~~No one shall be reimbursed~~ for any meal or lodging included in a conference or registration fee, paid by the Town, or for which the attendee initially paid and is reimbursed by any other organization or governmental agency or subdivision.

16.02 Procedures

~~An authorized Expense Reimbursement form~~ All reimbursements for travel expenses, accompanied by must be accompanied by receipts for lodging, car rental, taxi service, road tolls and parking fees shall be an authorized Expense Reimbursement form submitted to the Finance Manager no later than (10) days upon the return from travel. Receipts for lodging, car rental, telephone, taxi service, road tolls and parking fees shall be attached to the expense report.

Travel expense reimbursement for Town Officials will be submitted to the Finance Department on an Expense Reimbursement form, with required receipts, within ten (10) working days of return from travel.

A copy of the conference or meeting agenda shall ~~ould~~ be attached to the Expense Reimbursement form. False or fraudulent requests for reimbursement are considered grounds for employee termination and censure for Town Officials.

Reimbursement will be made by check only. The Town shall not reimburse any employee or Town official for fines, penalties, traffic citations, or any other such expenses.

16.03 Reimbursement of Expenses for Others

~~An individual authorized to incur travel expenses may be reimbursed for meals and beverages incurred which relate to employees or persons other than those employed by the Town when specifically approved in advance by the Town Commission or Town Manager in the following instances: recruitment of industry and potential Town employees; hosting~~

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ADOPTED BY: TOWN COMMISSION
DATE: JUNE 19, 1996
AMENDED: OCTOBER 20, 1999
AMENDED: JANUARY 23, 2008
AMENDED: MARCH 18, 2009
AMENDED: DECEMBER 16, 2015 As Interim Document
AMENDED: JANUARY 18, 2017

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~~special visitors to the Town; expenses incurred in the course of advocating State and Federal legislation; hosting committees and conferences for organizations where the Town or an individual is a member; volunteers as authorized for Counties by F.S. 125.9504 and State Departments by F.S. 110.504. Such reimbursed expense shall be those expenses reasonably and necessarily incurred by the individual in the performance of a public purpose authorized by law.~~

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16.04 Meal Allowances

Meal reimbursements including tips will be allowed at a daily amount not to exceed ~~\$55.00; the current U.S Services Administration (GA) pricing guide for the destination location.~~ Receipts will be required to receive reimbursement.

16.05 Mileage Allowance

A mileage allowance, not to exceed Internal Revenue Service Standard Mileage Rates is established in lieu of actual expenses of operation of a privately owned automobile. Mileage reimbursement is limited to the mileage incurred from point of departure to point of destination via the most direct or convenient route. Mileage will be determined by the use of maps and tools available on the internet or from other reference sources. Mileage incurred at the point of destination will not be reimbursed.

16.06 ~~Other Reimbursements~~ Tips and Telephone

Reimbursement for tips and services will be based on the following:

1. Taxi Service.....10%.
2. Baggage ~~Handling~~handling.....\$2.00 per bag (maximum \$4.00).
3. No reimbursement will be made for valet parking unless required by the Facility.
4. After 7 days laundry services will be reimbursed for reasonable costs and as approved by receipt by the Town Manager (or Town Commission in the case of the Town Manager ~~or Town Clerk~~).

~~Necessary business telephone calls will be reimbursed. Personal calls shall not be reimbursed.~~

16.07 ~~Method of Payment~~

~~Reimbursement will be made by check only. All necessary receipts must accompany request for reimbursement.~~

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~~Travel expense reimbursements for employees shall be requested on a Travel Expense Form within ten (10) working days of return from travel. The completed Travel Expense Form, with all required receipts attached, must be approved by the employee's Department Head and the Town Manager. Travel expense reimbursement for Town Officials will also be submitted to the Finance Department on a Travel Expense Form, with required receipts, within ten (10) working days of return from travel.~~

~~False or fraudulent requests for reimbursement will be considered as grounds for dismissal of employees or censure for Town Officials.~~

~~The Town shall not reimburse any employee or Town official for fines, penalties, traffic citations, or any other such expenses deemed unreasonable by the Town Manager or the Town Commission.~~

EFFECTIVE: IMMEDIATELY
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CHAPTER 17
TOWN OF MELBOURNE BEACH
PROGRESSIVE DISCIPLINARY AND CORRECTIVE ACTION POLICY

17.01 Intent

It is the intent of the Town that effective supervision and employee relations will avoid most ~~matters which~~matters that necessitate disciplinary and corrective action. The following policies are guidelines, only. Nothing in this policy is intended to create any contract or property rights in employment. Either the Town or the employee is free to terminate the employment relationship at any time with, or without, cause or notice.

Disciplinary action is intended to correct improper conduct or deficiencies, not to punish an offending employee. Disciplinary action shall therefore only be severe enough to constitute an attempt to bring about corrective action.

~~Termination~~Termination shall be resorted to when other efforts to bring about corrective have failed, or when the severity of the offense warrants such measures.

The following guidelines are not to be construed as limitations upon the rights of the Town. The policies provided recommend penalties to apply for specific offenses. This mean that a more sever or less ~~severe~~severe penalty may be issued than that which appears in these guidelines, if its justified.

17.02 Acceptable Disciplinary Actions

Warnings and Reprimands

Whenever employee performance, attitude, work habits, or personal conduct at any time falls below a desirable level, supervisors shall inform employees promptly and specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable time for improvement may be allowed before initiating disciplinary measures.

In situations where a verbal warning has not resulted in the expected improvement, a written reprimand may be issued defining the nature of the infraction under the rules. The written reprimand will be sent to the employee and a copy shall be placed in the employees personnel file. The employee's immediate supervisor usually initiates a written reprimand.

A. Documented Verbal Warning/Counseling

Documented Verbal Counseling should be used as an instructional tool for the purpose of mentoring employee work performance and behavior. The documented Verbal Counseling consists of a supervisor informing the employee that their behavior or work performance needs corrective-action

or improvement and instructing the employee on the steps for improvement. Supervisors should make written documentation of the counseling, which shall be retained in the employee's file and a copy of the verbal warning given to the Human Resources Manager.

The written documentation of the Verbal Counseling should be dated and include the supervisor's signature and the employee's signature, acknowledging receipt of the counseling. The employee's signature does not imply agreement. If the employee refuses to sign the written documentation, such refusal shall be noted on the document.

Documented Verbal Counseling is considered ~~to be~~ an informal action and is not subject to the grievance procedure.

B. Written Warning /Counseling

A written ~~warningreprimand/~~ counseling ~~shall~~ be used when the verbal counseling has not resulted in a satisfactory change in the employee's work performance or when the verbal counseling is deemed insufficient for the issue. The written warning will be placed in the employee's personnel file.

The Human Resource Manager will provide a written ~~warningreprimand/~~ ~~counseling should~~ with the department head present. The written warning will contain the following when applicable:

1. Reference to recent verbal counseling sessions on similar issues.
2. Specific reference to a violation of Town policies, departmental rules or supervisory order.
3. Statement of management's course of action if violations occur in the future.
4. ~~The employee signature and the date, acknowledging receipt of the reprimand. The employee's signature does not imply agreement. (If the employee refuses to sign the written reprimand, such refusal shall be noted on the document).~~
5. ~~The Human Resource Manager's signature, supervisor's signature and employee signature with the date. The employee's signature does not imply agreement. If the employee refuses to sign the written warning, such refusal shall be noted on the document.~~
5. The Human Resource Manager will ~~The supervisor should explain the~~ written ~~reprimand/counseling to the~~ employee and ~~provide the employee~~ him or her a copy of ~~the written warning action.~~

~~The written reprimand/ counseling should be placed in the employee's personnel file.~~

C. ~~Decision Day/Action Plan~~

~~In appropriate situations, a Department Head, with approval of the Town Manager (or Town Commission in the case of the Town Manager or Town Clerk), may issue an employee a written reprimand and give the employee a "Decision Day." When applicable, the employee is given the next scheduled work day off with pay to provide time for the employee to consider the written reprimand and whether the employee wishes to correct the behaviors in question and continue employment with the Town or resign her or his employment. Continued employment will require meeting the Town of Melbourne Beach's standards of behavior and performance expectations as outlined in the written reprimand and as described in the Town Policies & Procedures Manual and the employee's position description. Upon return to work, the employee is expected to immediately meet with his/her Department Head and present him/her with a proposed employee generated corrective action plan or letter of voluntary termination.~~

D. ~~Suspension without Pay~~

~~A suspended employee shall be notified by the Human Recourse Manager with the department head present at the time of suspension. The specific reason for the action, the correction expected, and the rights of appeal shall be in writing, dated and hand delivered to the employee or delivered by certified mail to the employees last known address. A copy of the suspension shall be included in the employee's personnel suspension may be used when a written reprimand/counseling has not resulted in a satisfactory change in the employee's conduct, or when the written reprimand/counseling is deemed insufficient for the offense, and a suspension is deemed likely to correct the behaviors in question. The Town Manager must Suspensions must be approve the suspension. by the Town Manager (or Town Commission in the case of the Town Manager or Town Clerk). An immediate supervisor may also relieve an employee from duty with or without pay, when appropriate, to protect the public interest or safety pending an investigation or formal disciplinary proceedings.~~

The suspension document should contain the following:

1. Reference to recent disciplinary action, including counseling's, written reprimands and suspensions, if any, for similar violations.
2. Specific charge of misconduct, with reference to a violation of Town policies, departmental rules or supervisory order.
3. Statement of management's course of action if violations occur in the future.
4. The employee signature and the date, acknowledging receipt of the suspension document. The employee's signature does not imply agreement. ~~(H~~ If the employee refuses to sign the suspension document, such refusal should be noted on the

- document.t).
 5. The ~~department heads and Human Resource Manager's signature.supervisor's signature.~~ The Human Resource Managersupervisor should shall explain the suspension document to the employee and give ~~him/her~~ a copy of the suspension to the employee.
 6. The signatures of the Town Manager ~~and the Department Head.~~

Compensatory time or annual/vacation leave cannot be used if an exempt or non-exempt employee is serving a suspension without pay or is placed on administrative leave without pay ~~., unless authorized by T~~ the Town Manager (or Town Commission in the case of the Town Manager ~~or Town Clerk~~) can authorize the use of compensatory time or annual leave time to be used as payment during the suspension.

E. Dismissal

A dismissal may be initiated when previous forms of discipline/ counseling have not resulted in a satisfactory change in an employee's work performance, or when a lesser action is deemed insufficient for the action.

The dismissal document should contain the following when applicable:

1. Reference to previous actions, including verbal and/or written reprimands/counseling and suspensions, if any.
2. Specific reason(s) for discharge.
3. The employee's signature and date, which acknowledges receipt of the dismissal document. The employee's signature does not imply agreement. ~~(If the employee refuses to sign the document, such refusal should be noted on the document).~~
4. The ~~department heads~~supervisor's signature.
5. The signatures of the Town Manager (or Town Commission in the case of the Town Manager ~~or Town Clerk~~) and the Human Resource Manager.~~Department Head.~~

17.03 Right to Appeal

An employee, who believes that any action was improper, may use the grievance procedure to appeal the action.

CHAPTER 18
TOWN OF MELBOURNE BEACH
GRIEVANCE

18.01 Policy

It is the policy of the Town to provide employees an opportunity to bring to the attention of management complaints, grievances or situations that the employee feels need either adjustment or information. It is the intent and desire of the Town to resolve complaints or grievances informally and both supervisors and employees are to make every effort to resolve problems that arise. However, it is recognized that there will be grievances that will be resolved only after discussion and review. The submission of a grievance by an employee shall in no way adversely affect the employee or their employment with the Town.

18.02 Definition of a Grievance

A grievance is a complaint, view or opinion pertaining to employment conditions, to relationships between employees and supervisors or to relationships with other employees. Only full time employees are eligible to file grievances under this procedure.

18.03 Grievance Procedure

The following steps are provided and must be followed.

All grievances must be filed on forms provided by the Town Clerk.

Step I

The employee shall, within seven (7) working days of the incident, present a written grievance to their department head. The department head shall attempt to resolve the problem and reply to the employee within ten (10) working days of receipt of the written grievance.

Step II

If the employee feels the answer received is not satisfactory, the facts and circumstances of the problem shall be in writing and the written statement shall be submitted to the Human Resource Manager within seven (7) working days. The Human Resource Manager will investigate the grievance and notify the employee of the decision within ten (10) working days after receiving the grievance

Step III

If the Human Resource Manager does not resolve the grievance, the employee may submit the grievance in writing to the Town Manager within seven (7) working days after receipt from the Human Resource Manager's decision or the date the decision was due.

The Town Manager will consider the grievance, weighing all pertinent information. The Town Manager may appoint a committee to render

advice on a particular grievance, if the opinion of the Town Manager is the committee could be of assistance.

The Town Manager will notify the employee, Human Resource Manager and department head of the decision reached with fifteen (15) working days of receipt of the grievance if no meeting is held or within ten (10) working days if a meeting is held.

The decision of the Town Manager shall be final and the employee shall have no further right of administrative appeal.

Step IV

If the grievance is of such a nature that the employee shall not approach the immediate supervisor or the department head, then a direct appointment with the Human Resources Manager may take place.

This particular step, known as an "Open Door Policy" shall not be abused. Effective management usually functions best when the chain-of-command is followed, although it is recognized that certain mitigating circumstances may sometimes dictate otherwise.

18.04 General Provisions

Management due to illness, conflicts, vacation, business trips, or other emergencies may extend the time limits of this grievance. If an extension of time is required, the employee will be notified in writing.

Under this grievance procedure, the employee and management have the opportunity to call witness at the Step II and Step III level.

A grievance shall be considered settled at the completion of any step, unless it is appealed within the time limits set forth.

It is the intent of these Rules that the majority of grievances will settled in the first or second step.

All grievances at their conclusion shall be forwarded to the Town Manager for coordination, analysis, approval and retention. The Town Manager has the right to reject any grievance settlement and impose any settlement the Town Manager believes is fair and just.

Employees may grieve without fear of retribution.

All grievances shall be filed in the employee's personnel file.

Town Commission Meeting

Section: New Business
Meeting Date: Feb 19, 2025 RTC Meeting
From: Commissioner Tim Reed
Re: Technology Advisory Board

Background Information:

At a past commission meeting, during public comment, a citizen made a great suggestion that the town establish a Technology Advisory Board.

Recommendation:

Propose that the commission take advantage of the resident's knowledge & expertise in technology areas, and move forward to establish a Technology Advisory Board.

The overall purpose would be to serve as an advisory board tasked with reviewing technology related items before the commission and provide recommendations and/or options.

Proposed outline of board would be the same as current boards, except for as follows:

Skillsets Desired:

IT/Networking, Software Programming/Development, Graphic Design, Website Design, AI, etc.

of Members:

Minimum of 3, Maximum of 5, Maximum of 2 alternates

Meeting Frequency:

Convenes only when commission assigns a task, and can meet as frequently as the board determines necessary to meet a targeted completion date for providing it's advisory feedback to the commission.

Attachments:

none

Town Commission Meeting

Section: New Business

Meeting Date: Feb 19, 2025 RTC Meeting

From: Commissioner Tim Reed

Re: Transition Beach Comber Newsletter to On-Line and E-mail Distribution

Background Information:

Per FY2025 Budget, \$10,928 is allocated to print & mail 8 editions of Beach Comber newsletter (see attached).

Recommendation:

Propose that a more cost-effective methodology be implemented:

- Terminate printing and mailing of physical copies of the Beach Comber newsletter.
- Retain current online posting of the Beach Comber newsletter (current & past editions).
- E-mail PDF versions of the Beach Comber newsletter to individuals who provide their email address (similar to how current e-mail notifications are done).
- Post notification(s) on social media each time a new edition of the Beach Comber newsletter is available on-line.

Propose that the town print-out physical copies of the Beach Comber newsletter for pick-up in the town hall lobby vs having copies commercially printed.

Propose that funds be re-allocated to Fund-001, Dept-19 Contingency which is currently unfunded. (see attached).

TOWN OF MELBOURNE BEACH			
GENERAL FUND #001			
GENERAL GOVERNMENT SERVICES EXPENSES-DEPT. #19			
FY2025 BUDGET			
Departments, Funds & Descriptions	FY23 Budget	FY24 Budget	FY25 Budget
Dept.: 19 General Services			
500.24.00 Workers Compensation	2,618	3,687	400
510.31.00 Professional Services	4,020	4,620	3,920
510.34.00 Information Services	3,980	4,680	3,980
510.35.00 Information Services	4,000	4,680	3,980
510.36.00 Information Services	4,000	4,680	3,980
510.37.00 Information Services	4,000	4,680	3,980
510.38.00 Information Services	4,000	4,680	3,980
510.39.00 Information Services	4,000	4,680	3,980
510.40.00 Information Services	4,000	4,680	3,980
510.41.00 Information Services	4,000	4,680	3,980
510.42.00 Information Services	4,000	4,680	3,980
510.43.00 Information Services	4,000	4,680	3,980
510.44.00 Information Services	4,000	4,680	3,980
510.45.01 Flood Insurance	3,751	5,690	8,655
510.45.02 Property Insurance	69,960	128,000	124,200
510.45.03 Auto Insurance	8,172	9,000	11,238
510.46.10 Office Equipment Maintenance	4,232	4,832	3,588
510.46.15 Equipment Maintenance	25,000	31,500	20,000
510.46.36 Pest Control	3,000	3,120	3,720
510.47.00 Printing	500	900	
510.49.90 Adopt An Area	1,500	1,000	
510.49.98 Contingency	25,000	25,000	
510.49.99 Contingency	25,000	25,000	
510.50.00 Information Services	4,000	4,680	3,980
510.51.00 Information Services	4,000	4,680	3,980
510.52.00 Information Services	4,000	4,680	3,980
510.53.00 Information Services	4,000	4,680	3,980
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510.96.00 Information Services	4,000	4,680	3,980
510.97.00 Information Services	4,000	4,680	3,980
510.98.00 Information Services	4,000	4,680	3,980
510.99.00 Information Services	4,000	4,680	3,980

Town Commission Meeting

Section: New Business

Meeting Date: Feb 19, 2025 RTC Meeting

From: Commissioner Tim Reed

Re: Item for Discussion & Possible Addition to Task List

Background Information:

During my Stormwater Tour with Public Works Director on 12/5/24, we viewed a baffle-box and discussed localized street flooding, and how high river levels impact the ability of the baffle-boxes to drain effectively, even if the rest of system is fully functional.

As part of that conversation, we talked about the idea of PW using a large external pump to provide emergency flood protection in advance of anticipated heavy rainfall events (i.e. cases where water is backing up and threatening structures). The current pumping equipment the town has is not sufficient to handle a significant street flooding event.

While doing some initial research, a resident pointed out how Cape Canaveral addressed this issue. And that is they are using a back-flow prevention valve in the outfall pipe, and a pump to provide surge capacity (see attachment below).

While the CC solution is permanent, we could adopt a temporary portable variation that accomplished the same objective.

Capability could be used at problem areas thru-out the town.

Recommendation:

PW to evaluate/consult on lease of large pump (see attached example) for at least 3 months to cover peak of hurricane season (Aug, Sep, Oct).

In conjunction with the above, PW to also evaluate/consult on lease or purchase of Plug(s) for the outfall pipes (see attached example)

PW to produce a Documented Process for implementing the pumps in advance of anticipated heavy rainfall events (e.g. hurricanes).

Idea would be to have a plan & process in place for 2025 hurricane season.

Need Date: March RTC Meeting.

Attachments:

https://www.cityofcapecanaveral.org/news_detail_T9_R343.php



New Center Street Pump Station Activated



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On Monday, August 19, 2024, the City's first-ever permanent pump station - called the Center Street Pump Station - was successfully activated and tested by Staff, engineers, and contractors for the first time.

In 2023, the City was awarded a \$467,500 grant from the Florida Department of Environmental Protection (FDEP) to help construct a permanent pump station to alleviate urban flooding, specifically in the Center Street Drainage Basin. Since 2020, utilizing a newly established remote sensor network of weather stations and water level gauges, Staff have observed seven significant and disruptive flood events, particularly within the Center Street Drainage Basin. This is a highly urbanized area of the community that is mostly residential and contains a high amount of impervious surface, leading to an increased strain on the capacity of underground stormwater infrastructure. This area's [stormwater runoff](#) - or any rainwater that runs off streets, sidewalks, and other sites - drains to a single outfall on the Banana River Lagoon at the west end of [Center Street Park](#).

Today, this outfall is often partially or fully submerged within the lagoon, which can cause - especially during storm surge events from tropical cyclones - backflow and a subsequent reduction in the efficiency of stormwater flow out of the City's system. Due to the City's high-water table, underground stormwater pipes can also fill with groundwater even during periods when there has not been any rainfall.

To combat these issues, the City set about implementing two specific mitigation strategies to increase flow out of the Center Street Drainage Basin and prevent backflow situations. The first measure was the construction of a permanent diesel-powered pump station on Center Street that will, in emergency flood situations, automatically begin forcing excess runoff out of the drainage basin's underground stormwater pipes and safely into the lagoon. Being diesel-powered, and with the ability to auto-regulate, the pump will have the capacity to remain active during power outages with enough fuel (498 gallons worth) to operate continuously for up to 60 hours without refueling. The pump is enclosed in a sound-attenuated housing to limit noise during operations, only turning itself on during flood situations and remaining silent at all other times so as not to create excess noise.

The second measure was the installation of a tidal valve at the Center Street Drainage Basin's stormwater outfall that will remain closed during emergency storm events to prevent lagoon water from back flowing into the stormwater system's pipes. The pump station will pump water around the closed tidal valve to keep flow moving efficiently. A screen is also located adjacent to the pump to prevent large debris and litter from entering the impeller area of the submerged pump and the lagoon.

The pump has a maximum flow rate of up to 6,500 gallons per minute operated on an automatic level control system and can be remotely accessed through an online cloud system for real-time monitoring and operation. Over the coming weeks, Staff will be further trained on how the system works and integrate these procedures into existing emergency operations plans. New landscaping and permeable parking spaces will be added at Center Street Park as the project's construction phase begins to conclude.

Grant funding from the FDEP specifically went to the construction of the pump station, which covered about half the cost of construction. American Rescue Plan Act (ARPA) funding supplied the remaining project costs. As a whole, the project is expected to be completed before the peak of the 2024 Atlantic hurricane season (which is statistically in September) and was a prominent recommendation made within a 2022 study of the Center Street Drainage Basin conducted by the engineering firm Mead & Hunt.

As a barrier island, the City is inherently vulnerable to weather and climate-related hazards. This project will serve to significantly improve the community's overall resiliency and will boost its adaptive capacity to handle increasing instances of heavy rainfall and long-term sea level rise.



Large Pump Example



Product description

Remove muddy water, sludge, and greywater or transfer solid-laden liquids with this diesel-powered centrifugal pump. This pump is equipped with a vacuum-assisted priming system, with a maximum flow of up to 2,700 gallons per minute (GPM). It is trailer-mounted for easy transportation and easy to operate, with a run-dry mechanical seal, auto-start control, and easy monitoring of fuel level, engine load, run time, and coolant temperature. The durable construction and highly efficient pumps provide longer life and economical operation, resulting in lower fuel costs. Manufacturers include Thompson Pump's JSC Enviroprime and other popular brands.

- Suction: 6" (15.2 cm), discharge size: 6" (15.2 cm)
- Maximum flow: 2,700 gallons per minute (10.2 M3M)
- Maximum total dynamic head: 163' (49.7 m)
- Maximum solids handling: 3" (7.6 cm)
- Uses: Ideal for sewer bypass pumping, water supply for hydraulic fracking operations, industrial plant turnarounds, flood control, mining and any other application that requires the transfer of liquids that contain solids
- Please contact United Rentals for more information

Inflatable plug example

https://www.newpig.com/multi-flex-inflatable-pipe-plug/p/PLR113?srsId=AfmBOord-0T_5U8LdN9oj0BnAE-fegLelaPIMxwEys_J9SvKUYdVOUWm



Town Commission Meeting

Section: New Business

Meeting Date: Feb 19, 2025 RTC Meeting

From: Commissioner Tim Reed

Re: Request to schedule a Workshop meeting to specifically address the Town Manager's Contract

Background Information:

Timeliness is important, as the TM's current "Employment Agreement" expires on 10/1/25, with the terms specifying that the TM provide notification to the Commission NLT 8/1/25 of their intent to renew or extend the agreement. At which point the Commission shall begin negotiations to renew or extend the agreement. If terms of agreement are not renewed or extended, the agreement will expire.

Recommendation:

Proposed details to be addressed in said workshop meeting:

1. Review current contract with TA so all commissioners have same understanding of current agreement and process.
2. Have TA outline what the commissions options are for discussing & working out how to proceed.
3. Have TA outline who/how the commission approves the terms of the "Employment Agreement".
4. Discuss various scenarios & paths forward.

Attachments:

None.



Town Manager Report for Jan-Feb 2025

Please join me in congratulating Robert Bitgood on his appointment to the Building Officials of Florida Legislative Committee. He will travel to Tallahassee to meet with the legislatures to discuss upcoming bills that affect the Building industry.

1. Staff meetings held weekly with department heads to discuss capital project estimates for 2026, the upcoming Founders Day celebration (May 3rd)
2. Attended the BASIN 1 Stormwater project workshop. BSE has provided the project bid book. I will coordinate with BSE to advertise the project and hold a pre-bid meeting. Date to follow.
3. Goodson Paving will be back in Town to put down the white stop bars at each stop sign.
4. Attended the County Manager's meeting at the EOC building in Rockledge. John Scott, head of the Brevard County's Emergency Operations Center gave a presentation.
5. Attended the Planning and Zoning Meeting. The new language for Building Height Ordinance was approved with First Reading on 2/19/25 A discussion regarding Accessory Structures will be brought to the Commission from the Building Official.
6. TEAMS call with Finance Manager Kerr and the representative from Deckard Tech. regarding the uploading of data to their website for the vacation rentals. Onboarding has begun.
7. TEAMS call with Town Clerk Brown to MCCI regarding the scanning project and MCCI providing a resolution to some scanning issues on MCCI's end.
8. Attended the Fire Department Workshop regarding consideration of a paid-volunteer Fire Service with Emergency Medical Service provided.
9. Received notification from Attorney Elizabeth Harris that the Code Enforcement Case 2020-CE198 with Funeo, LLC was dismissed on 2/4/2025.
10. Received notification from FPL on 2/11/2025 that a repair crew will be out very soon to fix the damage to the sidewalk on A1A at 1704 Atlantic Street.

11. Land and Sea Marine will be out next week to install 20 new 3x6 braces under the Town pier.

12. **Requesting a date certain for our first budget workshop. The full budget must be completed prior to the meeting date.**

FEBRUARY 2025
DAWN BARLOW
COMMISSION REPORT

I would like to thank Tom Davis and Sean Hasner, Public Works, for taking time on January 22 to tour storm drainage areas.

I would also like to congratulate Mayor Dennington on her recent appointment with the National League of Cities (NLC) 2025 Small Cities Council.

Below is a running list of items that I'm attempting to track on behalf of the Commission and the Town. There is no priority in the order of items. In addition, these aren't specifically sponsored by me, but have been discussed topics, tracked for several months and not yet closed. The below is not intended to replace specifics captured in prior meeting minutes, but rather an outline version for organizational purposes. Once the items become closed, I will try to remove them from this outline or provide information on which Department might be capturing the topic in their respective monthly report.

STR

- Language modification on STR ordinance
 - Reviewing at Workshop on 12/16/24
 - 1st reading targeted for 12/18/24
 - 12/16 – 1st reading now targeted for 1/15/25
 - 1/15/25- targeted 1st reading. Several edits discussed and incorporated.
 - 2/5/25 – 1st reading
 - 2/19/25-target 2nd reading
- Language modification on noise ordinance (Part STR, Part all Melbourne Beach)
 - Reviewing at Workshop on 12/16/24
 - 1st reading targeted for 12/18/24
 - 12/16 – 1st reading now targeted for 1/15/25
 - 1/15/25 – 1st reading
 - 2/19/25 – target 2nd reading
- Evaluation of 3rd party vendor – Town Manager plans to have details to share at the 12/16 Workshop
 - Orange Data
 - Deckard Technologies
 - 12/18/24- held for Jan meeting for additional research and questions
 - 1/15/25- Chose Deckard – look to Town Manager for implementation progress

P&Z

- Foundation height

- P&Z discussed at 11/13/24
 - P & Z to evaluate proposed attorney language in Feb
- Tree removal/replacement
 - Joint EAB/P&Z discussion – bringing proposed language forward
 - Town manager update – 11/26/24 - Meeting with Ryan Knight, Corey O’Gorman and Robert Bitgood to discuss.
 - Look for proposed language in Feb

Storm Water

- Schedule workshop meetings
 - Town Manager to get BSE availability.
 - Determine if Special Meeting is scheduled or add to Jan and Feb Workshop
 - Basin 10
 - Scope findings from BSE
 - Basin 1
 - BSE anticipates having engineering work completed by the end of Dec
 - Next step - cost estimates – possibly 3 phases – RFP
 - River View Lane – crushed outflow pipe
 - BSE will prepare cost
 - 1/6/25- email from Town Manager, meeting with BSE scheduled for Tues, Jan 28 at 6pm.
 - BSE to be scheduled at a Town Workshop in March or April

Budget Education

- Target April/May Workshop-Town Manager and Finance Director

Charter Review Committee – to be incorporated into Town attorney monthly report

Legal

- Shed Case
 - Remains open – 11/24/24 Town Manager - Waiting for Judge Seagel to render final decision after filing for dismissal.
 - Dennington’s Attorney asking for Magistrate to issue a change in findings saying no wrongdoing. This was never a part of the Settlement Agreement.
 - 2/5/25 – Town Manager shared update – case dismissed
- Magistrate
 - Town working to replace Magistrate, sad and unfortunate that existing Magistrate passed away

Town Manager Contract and Town Policies & Procedures

- Schedule Special Workshop or incorporate into Jan Workshop
- 11/24/24 – Town Manager - Policies and Procedures Manual due in February

Fire Department

- February workshop – 1 of 2-part presentation
- March workshop – 2nd of 2-part presentation

Boat Ramp Parking

- February 2025

FEBRUARY 2025 TASK LIST

ITEM	OPENED	DUE DATE		CLOSED	REQUESTOR	ASSIGNED TO
Create a policy for owner occupied short term re	1/27/2025	2/19/2025			Commissioner Reed	Fire Chief
DATE	DIRECTION/NOTES					
1/27/2025	Commissioner Reed – Create a policy for owner occupied short term rental fire inspections					
ITEM	OPENED	DUE DATE		CLOSED	REQUESTOR	ASSIGNED TO
STR inspection letters for minor and major violations	01/15/2025	2/19/2025			Commissioner Butler	Fire Chief
DATE	DIRECTION/NOTES					
1/15/2025	Commissioner Butler – Create 2 letters for minor and major violations during short term rental inspections					
ITEM	OPENED	DUE DATE		CLOSED	REQUESTOR	ASSIGNED TO
Review and search for a new magistrate	12/18/2024	2/19/2025			Commissioner Reed	Town Manager
DATE	DIRECTION/NOTES					
12/18/2024	Commissioner Reed – Review and search for a new magistrate and bring it back in February.					
ITEM	OPENED	DUE DATE		CLOSED	REQUESTOR	ASSIGNED TO
Develop a plan and proposal for paid parking at the 6 th Ave boat ramp	12/18/2024	2/19/2025			Commissioner Reed	Town Manager
DATE	DIRECTION/NOTES					
12/18/2024	Commissioner Reed - Develop the plan and proposal for the 6 th Ave paid parking and bring it back in February.					
ITEM	OPENED	DUE DATE		CLOSED	REQUESTOR	ASSIGNED TO
Sixth Ave boat ramp improvements	8/17/2022	2/19/2025			Commissioner Runte	Town Manager/ PW Director

FEBRUARY 2025 TASK LIST

DATE	<i>DIRECTION/NOTES</i>
12/18/2024	Town Manager – coquina has been put down and that has worked to take on the waves and disperse the water. Recommended one more truck load. There is no water for landscaping there.
6/19/2024	Push to December after hurricane season.
8/16/2023	At the workshop next week.
7/19/2023	Mayor – Neighboring property put in a taller dock that is getting destroyed, so if the Town put in a small dock it would not last long
6/28/2023	Look into grant opportunities
3/15/2023	Put on the Town Commission Workshop
2/15/2023	Tom Davis- met with Bowman Engineering at Sixth Ave boat ramp to get them to draw something up
1/18/2023	Tom Davis – installed the geogrid and painted the wall, considering installing a kayak rack Commissioner Corey Runte – come up with future vision plans and get concept drawings/proposals to beautify it and address parking
11/16/2022	Joyce Barton – Spoke about possible grant options Corey Runte – Research funding options Mayor Hoover – Start with fixing the seawall
9/21/2022	Discussed under new business agenda item D.
8/17/2022	Research what the exact issue is with parking that prevents the Town from getting grant money