

Melbourne Beach Office

From: Alison Dennington
Sent: Monday, March 31, 2025 3:16 PM
To: Melbourne Beach Office
Subject: Fw: Fire station issue

Print too
1 for me and 1 for clerk
Thx

Sincerely,

Alison "Al" Dennington,
Mayor, Town of Melbourne Beach
In Beautiful Brevard County, Florida

Sent from iPhone
(I apologize in advance for any typos herein.)

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From: Melbourne Beach Town Manager <TownManager@melbournebeachfl.org>
Sent: Monday, March 31, 2025 3:13:05 PM
To: Tim Reed <treed@melbournebeachfl.org>; Melbourne Beach Finance <Finance@melbournebeachfl.org>; Gavin Brown <gavinb@melbournebeachfl.org>
Cc: Dawn Barlow <dbarlow@melbournebeachfl.org>; Anna Butler <abutler@melbournebeachfl.org>; Alison Dennington <adennington@melbournebeachfl.org>; Robert Baldwin <rbaldwin@melbournebeachfl.org>
Subject: RE: Fire station issue

We have accumulated \$110,000 in long term capital (Dept. 19) specifically for a new roof. The roof replacement cost is designated in Dept. 19 General Government Expense. The roof cover the entire building, which houses all departments except public works. The roof is not considered an expense of the Fire Department.

The work was performed on December 23, 2024. Payment was issued on January 8, 2025. The payment of \$4,789 reduces the overall budget in Dept. 19 since this wasn't a budgeted item. For accounting purposes it's proper to charge the correct department and line item for a charge, even though it wasn't budgeted. This allows for a more accurate budget in the future.

We did not ask the Fire Corporation's 501c3 for funds. The Corporation has donated funds to the fire department in the past, most recently \$5500 in 4-2024. The Fire Corporation also purchased the new fire rescue boat in 2024 (@\$80,000) and donated that to the Town.

Elizabeth

From: Tim Reed <treed@melbournebeachfl.org>
Sent: Monday, March 31, 2025 10:14 AM
To: Melbourne Beach Town Manager <TownManager@melbournebeachfl.org>; Melbourne Beach Finance <Finance@melbournebeachfl.org>
Cc: Dawn Barlow <dbarlow@melbournebeachfl.org>; Anna Butler <abutler@melbournebeachfl.org>; Alison Dennington <adennington@melbournebeachfl.org>; Robert Baldwin <rbaldwin@melbournebeachfl.org>
Subject: Re: Fire station issue

NOTE: Commissioners DO NOT REPLY

Ms. Mascaro -

Where did the \$4,789 come from to fund: 001-19-510.46.30 HEALTHY ENVIRONMENT BLDG MAINTENANCE ?

Also, where in the timeline you provided did the above expenditure occur, and to whom was it paid?

Can you & Ms. Kerr please provide your best estimation/itemization of the FY25 budget funding sources available to support these upcoming repairs, and the amounts available?

From my look at the budget, I see the following possibilities?:

001-19-510-46-15	HVAC repairs - all bldgs	\$20,000 budgeted (\$19,264.63 available)
001-22-520-46-30	Fire Bldg Maint	\$2,000 budgeted (\$1,132.70 available)
001-19-510-48-98	Contingency	\$0 budgeted (\$9,004.28 available)
103-22-xxx-xx-xx	FD donations fund	\$0 budgeted (\$18,244.15 cash balance as of 10/1/24)
Fund #333	FD LT Capital Projects	\$35,000 transferred in for FY25 (\$159,618.05 balance as of 10/1/24)

Has the MBVF Association been contacted about donating funding for some portion of the FD repairs?

Tim Reed
Commissioner-at-Large
Town of Melbourne Beach, FL

From: Melbourne Beach Town Manager <TownManager@melbournebeachfl.org>
Sent: Friday, March 28, 2025 12:54 PM
To: Robert Baldwin <rbaldwin@melbournebeachfl.org>
Cc: Dawn Barlow <dbarlow@melbournebeachfl.org>; Anna Butler <abutler@melbournebeachfl.org>; Alison Dennington <adennington@melbournebeachfl.org>; Tim Reed <treed@melbournebeachfl.org>; Melbourne Beach Town Manager <TownManager@melbournebeachfl.org>; Melbourne Beach Finance <Finance@melbournebeachfl.org>; Melbourne Beach Building Department <building@melbournebeachfl.org>; PW Supervisor <pwsupervisor@melbournebeachfl.org>; Gavin Brown <gavinb@melbournebeachfl.org>
Subject: RE: Fire station issue

Robert,
Below is a synopsis of the Fire Department/roof damage.

09/2017- Hurricane Irma damage to roof, claim filed. Estimated cost to repair \$22,368.14. Claim denied by FMIT. Deductible was \$112,500.

5/2018-Repair invoices from Synergy for \$4,000 and \$1708 for repairs to Fire Department-Hurricane Irma.

10/13/24-Finance files a Loss Notification with Florida Municipal Trust (FMIT) the insurer for the Town.

10/25/24-Email from Field Inspector requesting items needed to assess damage.

10/29/24-Finance requesting a date and time for meeting.

11/06/24-Field Inspector met with Robert Bitgood to inspect damages. Reviewed roof damage, ceiling damage (bays, office, and attic) and windows in buddy room.

12/27/24-Duplicate Claim sent to Finance

1/13/25-Finance requesting update

02/04/25-Jennifer Kerr received an email from FMIT asking about the open claim for ceiling/roof damage. Claim was denied (verbally).

2/24/25-TM requesting update

2/27/25-Window repairs denied as maintenance issue.

The initial issues with the soffits was an easily correctable issue for public works.

The windows in the buddy room leak when there is a driving rain (hurricane force) winds from the east. The reason for this is due to the window sitting in a tray that doesn't allow the window to weep its water. The exterior stucco should be cut back to allow the window trays to weep. Our understanding was this was part of the work performed in 2018 by Synergy.

The roof leak is caused, in part, by the cupola leaking. This has been an ongoing maintenance issue, with several attempts to stop the leaking. In addition to the cupola, the screws have backed out of the roof, allowing for water penetration. This is causing the ceiling leak in the Fire Department office. This does continue to leak during a hard rain. The mold remediation was done to the office and the gym area. Attached are estimates for a new roof. None of the companies who bid this project were willing to make repairs to the roof and would not offer any guarantee of their work unless they replaced the entire roof. The original metal roof was installed in 2004 when the building was built. The average metal roof has a life of 20-40 years depending upon location and maintenance. Since Town Hall is located within 500ft of salt water, the rate of deterioration is accelerated. The Building Official is recommending the Town install a shingle roof. The cost and maintenance will be considerably less than metal.

The ceiling mold upstairs in the buddy room and gym area was due to the HVAC creating condensation, turning into mold since the HVAC system did not have a return. Without the return the air was not venting.

Let me know if you have any questions.

Thanks,
Elizabeth

From: Robert Baldwin <rbaldwin@melbournebeachfl.org>

Sent: Monday, March 24, 2025 2:52 PM

To: Melbourne Beach Town Manager <TownManager@melbournebeachfl.org>

Subject: Fire station issue

Hi Elizabeth,

This morning I received an email from the mayor and then an email to meet a week from now to discuss her questions about the water intrusion and damage that was discussed in last week RTCM. I noticed that the mayor didn't mention any involvement by Robert Bitgood in her tour with the fire chief so I'm not sure what is going on . Can you please summarize for the commissioners and distribute to all of us the background on the damage including a timeline of when it occurred, how it occurred, what we've done so far to remediate it, any insurance involvement, etc? Please include history of the problem, current status, and plan and timeline as we move forward. Please include anything else you feel is pertinent to the question at hand.

Thanks,
Robert



Protecting the Communities We Call Home.

1/27/2025

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

RE: **MEMBER** **Town of Melbourne Beach**
 CLAIM NUMBER: **GC2024281350**
 DATE OF LOSS: **10/09/2024**
LOCATION # - DESCRIPTION: **007001 - Town Hall / Fire Department / Police Department**
APPLICABLE DEDUCTIBLE: **\$473,000.00**

Location Number/Asset/Address	Building Limit	Deductible Applied	Est. Damage Amount
007001 - Town Hall / Fire Department / Police Department	\$4,730,000	\$473,000	\$26,453
507 Ocean Ave., Melbourne Beach, FL, 32951			

Applicable Policy Forms:

We now direct you to the following applicable policy forms:

- > **FMIT COND 1019:** **Conditions of Coverage**
- > **CP 00 10 04 02:** **Building and Personal Property Coverage Form**
- > **FMIT PROP 11NS-A/B** **Named Storm Coverage and Percentage Deductible Endorsement**

Please see **FMIT COND 1019: Conditions of Coverage**, which states in pertinent part, as follows:

CONDITIONS OF COVERAGE

As a Member of the Florida Municipal Insurance Trust, Member agrees to abide by all requirements, terms and conditions authorized by, and set forth within, the Agreement and Declaration of Trust creating the Trust, including the following generally applicable conditions of coverage:

I. CONDITIONS

- F. Required member contributions shall be in addition to the deductible amount, if any, as set forth in the declarations to the Coverage Agreement. Where such deductible amount is required, coverages arising under this Agreement shall be in excess of such deductible.

The Trust may pay on behalf of the member all or any portion of the deductible amount and upon notification by the Trust of such payment, the member shall promptly reimburse the Trust for any portion of the deductible the Trust has paid.

Next, please see **CP 00 10 04 02: Building and Personal Property Coverage Form**, which states in pertinent part as follows:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

A. Coverage:

We will pay for direct physical loss of or damage to Covered property at the premises described in the Declarations caused by or resulting from any **Covered Cause of Loss**.

D. Deductible:

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance condition or the Agree Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the deductible will be applied only once per occurrence.

Next, please see **FMIT PROP 11NS-A & 11NS-B: NAMED STORM COVERAGE & PERCENTAGE DEDUCTIBLE ENDORSEMENT**, which states in pertinent part as follows:

NAMED STORM COVERAGE AND PERCENTAGE DEDUCTIBLE ENDORSEMENT

When direct physical loss or damage to covered property is caused by Named Storm as specified below, this endorsement shall govern all coverage provided and the applicable deductible and replaces all, except the first paragraph of Section D. Deductible provisions of the Building and Personal Property Coverage Form CP 00 10 04 02.

- I. For purposes of this endorsement and all coverage provided when property loss or damage is caused by Named Storm, the following shall apply:

- a. Definitions

1. "Named Storm" means a named windstorm weather condition that is officially declared by the National Hurricane Center of the National Weather Service to be a Tropical Storm or Hurricane.
2. "Inland County," as used herein, shall mean an interior county and includes any of the following Florida counties: Alachua, Baker, Bradford, Calhoun, Clay, Columbia, De Soto, Gadsden, Gilchrist, Glades, Hamilton, Hardee, Hendry, Highlands, Holmes, Jackson, Lafayette, Lake, Leon, Madison, Marion, Okeechobee, Orange, Osceola, Polk, Putnam, Seminole, Sumter, Suwanee, and Union.
3. "Coastal County," as used herein, shall mean a coastal county which directly borders the Gulf of Mexico or Atlantic Ocean and is specifically intended to include any Florida county not listed within the definition of "Inland County."

4. "Non-scheduled PITO property," as used herein, shall have the same meaning as provided in FMIT Coverage Extension 5.w.

b. Coverage

1. Subject to all terms, conditions, limitations and exclusions applicable when the Trust must determine if claims for loss or damage are covered pursuant to Section A. "Coverage" of the Building and Personal Property Coverage Form CP 00 10 04 02, the Trust will pay for direct physical loss or damage to covered property caused by Named Storm when such loss or damage is:

a. Caused by wind, hail, rain, lightning, or tornadoes, if all or any of these occur as a part of and during a Named Storm; or

b. Caused by Storm Surge Flooding that occurs at Scheduled Locations as the result of a Named Storm. Storm Surge Flooding means flooding that involves rising waters that originate from the Gulf of Mexico or Atlantic Ocean. FMIT's storm surge flooding coverage will apply on a primary basis except for any locations where any other flood insurance coverage or program is in force and applies to the flooding occurrence. FMIT's storm surge flooding coverage will only apply in excess of coverage from the other flood insurer's coverage and is subject to a deductible which will be the greater of the other flood insurer's flood coverage deductible or FMIT's Named Storm Percentage Deductible. For the removal of doubt, this coverage excludes coverage for flooding as provided elsewhere in the Coverage Agreement, including unusual and rapid accumulation or runoff of surface waters from rain or any source, unless such flooding is Storm Surge Flooding as described above in this subsection "b."

2. A Named Storm occurrence is deemed to begin at the time direct physical loss or damage to covered property caused by a Tropical Storm or Hurricane first occurs after the corresponding Tropical Storm or Hurricane watch or warning is issued. However, in all cases, all property loss or damage caused by Named Storm and occurring within a continuous ninety-six (96) hour period will be considered a single occurrence.

3. Notwithstanding Cause of Loss – Basic Form section A.4. c. and Cause of Loss – Special Form Section C.1.c.(1), the Trust will pay for direct physical loss or damage to your covered property caused by Named Storm when:

a. there is rain intrusion at an identified wall, roof or window site, resulting in damage to the interior of a covered building or structure or to the covered property inside such building or structure; and

b. such rain intrusion was caused by the damaging force and effect of wind-driven rain upon the building or structure during a Named Storm.

However, this coverage will not be provided where the Trust's Administrator determines the subject building was not suitably maintained by the Member as evidenced by pre-existing damage or deterioration at the rain intrusion site that is unrelated to the Named Storm.

4. Replacement Cost Coverage. If your coverage includes optional replacement cost coverage, as provided in Section G. 3. Replacement Cost, Building and Personal Property Coverage Form CP 00 10 04 02, subsection 3.d. is specifically replaced as follows:

d. We will not pay on a replacement cost basis for any loss or damage arising from Named Storm occurrence:

- (1) Until the lost or damaged property is actually repaired or replaced; and
- (2) Provided the repairs or replacement are made within three (3) years after the loss or damage occurred, unless prior to the expiration of such 3-year period, the Trust, in its sole discretion, has agreed to extend this time in writing. No action on the part of FMIT, other than a written extension, shall extend the time period within which to complete repair or replacement.

5. Unless the Trust, in its sole discretion, extends the respective time in writing, a claim arising from Named Storm is barred unless you provide us with notice of such claim as follows:

- a. Within 2 years after the Named Storm's landfall date for an initial claim or a "previously closed claim"; and
- b. Within 3 years after the Named Storm's landfall date for a "supplemental claim."

For purposes of this section, the term "previously closed claim" means a claim for which the Trust received timely notice and adjudicated the claim as denied; adjudicated the claim as under deductible; or adjudicated the claim as covered including tendering payment for all amounts reasonably owed for the repair or replacement and you accepted same.

The term "supplemental claim" means a claim based on alleged additional loss or damage amounts owed as part of an open Named Storm claim for which the Trust previously received timely notice and began the loss adjustment process.

No action on the part of FMIT, other than a written extension, shall extend the time period within which to provide notice of a claim under this endorsement.

II. Named Storm Percentage Deductibles:

a. Inland County Named Storm Percentage Deductible. If a Named Storm causes loss or damage to covered property identified in the Real and Personal Property Schedule at an Inland County Scheduled Location, a per-occurrence deductible equal to 3% (NS11-A 1022) or 2% (NS11-B 1022) shall apply. This deductible will be calculated by applying the Inland County Named Storm Percentage Deductible described herein, on a per-item basis, to the agreed and scheduled value of each damaged property item.

b. Coastal County Named Storm Percentage Deductible. If a Named Storm causes loss or damage to covered property identified in the Real and Personal Property Schedule at a Coastal County Scheduled Location, a per-occurrence deductible equal to 5% (NS11-A 1022) or 3% (NS11-B 1022) shall apply. This deductible will be calculated by applying the Coastal County Named Storm Percentage Deductible described herein, on a per-item basis, to the agreed and scheduled value of each damaged property item.

c. If a Named Storm causes loss or damage to non-scheduled PITO property, and the Trust determines there is coverage by application of the non-scheduled PITO property Coverage Extension 5.w., the relevant (Inland or Coastal) Named Storm Percentage Deductible described above shall apply on a per-occurrence basis. This deductible will be calculated by applying the relevant Named Storm Deductible percentage to the non-scheduled PITO Coverage Limit as provided under Coverage Extension 5.w. and shown in the Declarations.

d. If two or more deductible amounts apply to coverage owed under this Coverage Agreement as a result of a single occurrence, FMIT shall only apply the largest deductible applicable to the coverage owed.

III. When Coinsurance Calculation is applicable:

Deductible:

For any instance in which a coinsurance condition is applicable to a claim that arises from a Named Storm, the relevant (Inland or Coastal) Named Storm Percentage Deductible described above shall be calculated based on the amount determined by FMIT to be replacement cost value of the damaged property at the time of the occurrence, not based upon the values contained in the Designated Member's Declarations (including the Designated Member's Real and Personal Property Schedule, and Statement of Values).

Coinsurance:

When applicable deductible and coinsurance amounts apply, coinsurance will be calculated as provided in the first paragraph of Section D. Deductible and the Section F. 1. Additional Conditions Coinsurance provisions of the Building and Personal Property Coverage Form CP 00 10 04 02.

However, Section F. Additional Conditions 1. Coinsurance, contained within the Building and Personal Property Coverage Form (CP 00 10 04 02), is modified as follows: For purposes of coinsurance calculations, the phrase "the value of Covered Property at the time of loss" shall mean the Replacement Cost Value at the time of loss. Additionally, for all property coverage claims, regardless of whether a property coverage claim is being made on an Actual Cash Value basis or Replacement Cost Value basis, the Replacement Cost Value at the time of loss shall be applied to any coinsurance calculations.

Conclusion:

Based upon FMIT's review of the all relevant information and documentation, the covered damages do not exceed your deductible. As a result, we will not be able to assist with these damages. Should any additional damages be discovered or repairs to the above referenced asset exceed your deductible, please promptly forward the documentation to FLC for further review.

Respectfully,



Forest Scott
Property Claims Administrator
Property & Liability Claims

Florida League of Cities
Post Office Box 538135
Orlando, FL 32853-8135

Melbourne Beach Office

From: Alison Dennington
Sent: Monday, March 31, 2025 3:12 PM
To: Melbourne Beach Office
Subject: Fw: Claim
Attachments: _Police Department - Hurricane Milton Damage - Denial Letter - Under Deductible.pdf

Cyd – can you print this email and the attachment

2 copies – 1 for myself and 1 for clerk

If other tcs want it they can read clerks copy or get it after but I want this for meeting tonight too

Thx

Sincerely,

Alison “Al” Dennington,
Mayor, Town of Melbourne Beach
In Beautiful Brevard County, Florida

Sent from iPhone

(I apologize in advance for any typos herein.)

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From: Tyler Denahan <tdenahan@flcities.com>
Sent: Monday, March 31, 2025 2:32:08 PM
To: Alison Dennington <adennington@melbournebeachfl.org>
Cc: Forest Scott <fscott@flcities.com>
Subject: FW: Claim

Good afternoon Mayor Dennington,

Thank you for your call both on Friday and today. I am happy to assist in any way possible. This is the latest info I have on emails with any water claims. It looks like this is in reference to claim GC2024281350 which has a DOL of 10/9/24. That claim is closed with nothing paid out.

I have attached the claims denial letter and CC'd Forest Scott our claims supervisor on property claims in case I missed anything.

The town hall building has a replacement cost of \$4,730,000 and a named storm deductible of 10% which equates to \$473,000. The claim review has the damages at \$26,453 which is below the deductible amount, thus the denial stating the deductible for the reason of denial.

Just for your information I am going to present the Town with a renewal offer to lower the named storm deductible down to 5% come August. That would mean the deductible for this building would be roughly \$236,500 instead of the \$473,000.

Let me know if you have any additional questions,

Tyler Denahan, CPCU
Account Executive
Florida League of Cities, Inc.
PO Box 538135
Orlando FL 32853-8135
[direct] 561.281.8213
[email] tdenahan@flcities.com
www.flcities.com



From: Melbourne Beach Finance <Finance@melbournebeachfl.org>
Sent: Tuesday, February 4, 2025 11:06 AM
To: Tyler Denahan <tdenahan@flcities.com>
Subject: RE: Claim

Sure, if you don't mind.

Jennifer Kerr
Finance Manager
Town of Melbourne Beach

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From: Tyler Denahan <tdenahan@flcities.com>
Sent: Tuesday, February 4, 2025 10:56 AM
To: Melbourne Beach Finance <Finance@melbournebeachfl.org>
Subject: RE: Claim

Do you want me to go visit with Forest and get an update?

Tyler Denahan, CPCU
Account Executive
Florida League of Cities, Inc.
PO Box 538135
Orlando FL 32853-8135
[direct] 561.281.8213
[email] tdenahan@flcities.com
www.flcities.com



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From: Melbourne Beach Finance <Finance@melbournebeachfl.org>
Sent: Tuesday, February 4, 2025 10:55 AM
To: Tyler Denahan <tdenahan@flcities.com>
Subject: RE: Claim

Good Morning Tyler,

The claim did get processed. We do have an issue though. The claim went through as hurricane damage. It is not hurricane damage. It is the same location that we had a claim on in the past, that was fixed, and is now leaking again. We are waiting to hear back from Forest Scott.

Thank you,

Jennifer Kerr
Finance Manager
Town of Melbourne Beach

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From: Tyler Denahan <tdenahan@flcities.com>
Sent: Tuesday, February 4, 2025 10:45 AM
To: Melbourne Beach Finance <Finance@melbournebeachfl.org>
Subject: RE: Claim

Jennifer,

I was cleaning up some stuff from the holidays and noticed this went unanswered. Is this Town Hall? We have an open claim from hurricane Milton on Town Hall/Fire/Police. The notes on this show ceiling leaks.

Is this an entirely different claim that needs to be submitted?

Thanks,
Tyler Denahan, CPCU
Account Executive
Florida League of Cities, Inc.
PO Box 538135
Orlando FL 32853-8135
[direct] 561.281.8213
[email] tdenahan@flcities.com
www.flcities.com



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From: Melbourne Beach Finance <Finance@melbournebeachfl.org>

Sent: Wednesday, December 18, 2024 12:36 PM

To: Tyler Denahan <tdenahan@flcities.com>

Subject: Claim

Good Afternoon Tyler,

I need to put a claim in on the roof. Keith Schneder with SynergyNDS came out and recorded the damage. What do I need to do to file the claim?

Thank you,

Jennifer Kerr

Finance Manager

Town of Melbourne Beach

507 Ocean Ave

Melbourne Beach, FL 32951

(321) 724-5860

(321) 984-8994 fax

finance@melbournebeachfl.org



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