



TOWN OF MELBOURNE BEACH

TOWN COMMISSION REGULAR MEETING

JUNE 16, 2021

AGENDA PACKET

TABLE OF CONTENTS

AGENDA	5
PRESENTATION:	9
BOARDS & COMMITTEES: REVIEW OF TOWN BOARD APPLICATIONS	11
A. REVIEW BOARD APPLICATION OF HALEY CONRAD FOR PARKS BOARD	12
CONSENT AGENDA	13
B. MAY 19, 2021 RTCM DRAFT MINUTES	14
C. JUNE 9, 2021 TCW DRAFT MINUTES	27
D. SITE PLAN REVIEW FOR 606 HIBISCUS TRAIL	31
E. REAPPOINTMENT OF MARTHA REMARK TO HPAB FOR TWO YEAR TERM	43
OLD BUSINESS	45
A. CONSIDERATION OF A TRAFFIC LIGHT AND SPEED REDUCTION AT THE INTERSECTION OF OCEAN /OAK/A1A AND REVIEW OF FDOT STUDY	45
B. DISCUSSION OF FDOT GRANT STATUS AND OCEAN AVENUE BEAUTIFICATION	69
C. CONSIDERATION OF RIGHT OF WAY LICENSE, USE, AND MAINTENANCE AGREEMENT, TOWN OF MELBOURNE BEACH-AVENUES OF MELBOURNE BEACH, INC.	75
D. CONSIDERATION OF AMENDING THE FEE SCHEDULE RELATED TO FACILITY RENTALS	85
E. CONSIDERATION OF TOWN PLANNER MEMORANDUM REGARDING OUTDOOR SEATING AND DINING WITHIN THE TOWN	95
NEW BUSINESS	135
A. CONSIDERATION OF RENEWAL OF PLACE PLANNING & DESIGN, INC. CONTRACT	135
B. CONSIDERATION OF ORGANIZING A MELBOURNE BEACH TRIATHLON IN 2021	153
C. CONSIDERATION OF THE HISTORY PRESERVATION & ADVISORY BOARD	155
D. CONSIDERATION OF MEMORANDUM OF AGREEMENT FOR DISPATCH SERVICE BETWEEN THE MELBOURNE BEACH POLICE THE BREVARD COUNTY SHERIFF'S OFFICE	163
STAFF REPORTS	179
TOWN MANAGER REPORT	
TOWN CLERK	
DEPARTMENTAL REPORTS	179
1. BUILDING DEPARTMENT REPORT	179
2. PUBLIC WORKS REPORT	185
3. CODE ENFORCEMENT REPORT	187
4. POLICE DEPARTMENT REPORT	188
5. FIRE DEPARTMENT REPORT	196
6. FINANCE REPORT	201
ACTION ITEMS	209

Town of Melbourne Beach
REGULAR TOWN COMMISSION MEETING
JUNE 16, 2021 at 6:00 p.m.
COMMUNITY CENTER – 509 OCEAN AVENUE

AGENDA
PUBLIC NOTICE

**The Town Commission will conduct a Regular Town Commission Meeting
on Wednesday June 16, 2021 in the Community Center
to address the items below**

Commission Members:

Mayor Wyatt Hoover
Vice Mayor Joyce D. Barton
Commissioner Steve Walters
Commissioner Sherrie Quarrie
Commissioner Corey Runte

Staff Members:

Town Manager Elizabeth Mascaro
Town Clerk Jennifer Torres
Town Attorney Clifford Repperger

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, Old 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 – Led by Mayor Hoover**2. Roll Call****3. Pledge of Allegiance and Moment of Silence****4. Presentations**

A. Announcement of Citizen of the Year

5. Boards and Committees

A. Review Board Application of Haley Conrad for Parks Board

6. Public Comments

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.

7. Approval of the Agenda**8. Consent Agenda**

- A. Approval of May 16 21, 2021 RTCM Draft Minutes
- B. Approval of June 9, 2021 TCW Draft Minutes
- C. Site Plan Review for 606 Hibiscus Trail, Melbourne Beach
- D. Reappointment of Martha Remark to the History Preservation & Awareness Board Center Board for a term of 2 years

9. Public Hearings**10. Old Business**

- A. Consideration of a traffic light and speed reduction at the intersection of Ocean /Oak/A1A and review of FDOT study – Town Manager Mascaro
- B. Discussion of FDOT Grant status and Ocean Avenue Beautification – Town Manager Mascaro
- C. Consideration of Right of Way License, Use, and Maintenance Agreement, Town of Melbourne Beach-Avenues of Melbourne Beach, Inc. – Town Attorney Repperger
- D. Consideration of amending the Fee Schedule related to facility rentals – Town Clerk Torres

- E. Consideration of Town Planner memorandum regarding outdoor seating and dining within the Town

11. New Business

- A. Consideration of renewal of PLACE Planning & Design, Inc. contract – Town Manager Mascaro
- B. Consideration of organizing a Melbourne Beach Triathlon in 2021 – Town Manager Mascaro
- C. Consideration of the status of the History Preservation & Advisory Board – Town Clerk Torres
- D. Consideration of Memorandum of Agreement for a Dispatch Service Agreement between the Melbourne Beach Police Department and Wayne Ivey, in his capacity as the Sheriff of Brevard County, Florida

12. Staff Reports

- A. Town Attorney Report
- B. Town Manager Report
- C. Town Clerk Report
- D. Departmental Reports
 - 1. Building Department
 - 2. Public Works Department
 - 3. Code Enforcement
 - 4. Police Department
 - 5. Fire Department
 - 6. Finance Department

13. Town Commission Comments

- A. General Comments
- B. Review of Commission Action List

14. Adjournment

Town Commission Agenda Item

Section: Presentations

Meeting Date: June 16, 2021

Subject: Announcement of Melbourne Beach Citizen of the Year

Submitted By: Town Clerk Torres

Background Information: Votes are being collected from Commission members who will decide the winner

Recommendation: Announce Citizen of the Year after the person receiving the most votes is announced

Attachments:

None

Note: The Town of Melbourne Beach is undergoing modifications to provide enhanced access to documents for individuals who are visually impaired and to comply with the requirements of the Americans with Disabilities Act (ADA) to make reasonable accommodations. While these modifications are being made some attachments may not be included as part of the online agenda packet. If you would like to obtain a document not currently provided, please contact our Town Clerk at (321) 724-5860 or townclerk@melbournebeachfl.org

Town Commission Agenda Item

Section: Boards and Committees

Meeting Date: June 16, 2021

Subject: Review Board Application of Haley Conrad for Parks Board

Submitted By: Town Clerk Torres

Background Information: Board Application of Haley Conrad for Parks Board

Recommendation: Review Board Application of Haley Conrad for Parks Board

Attachments:

- Board Application of Haley Conrad for Parks Board

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Town Commission Agenda Item

Section: Consent Agenda

Meeting Date: June 16, 2021

Subject: Consent Agenda

Submitted By: Town Clerk Torres

Background Information: The Planning & Zoning Board approved the Site Plan for 606 Hibiscus during its meeting on June 1, 2021

Recommendation: Approve as submitted

Attachments:

- May 19, 2021 RTCM Draft Minutes– Town Clerk Torres
- June 9, 2021, TCW Draft Minutes – Town Clerk Torres
- Site Plan Review for 606 Hibiscus Trail, Melbourne Beach
- Reappointment of Martha Remark to the History Preservation & Awareness Board Center Board for a term of 2 years

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Town of Melbourne Beach

REGULAR TOWN COMMISSION MEETING

**WEDNESDAY, MAY 19, 2021, 6:00 p.m.
COMMUNITY CENTER, 509 OCEAN AVENUE**

DRAFT MINUTES

Commission Members:

Mayor Wyatt Hoover
Vice Mayor Joyce D. Barton
Commissioner Steve Walters
Commissioner Sherrie Quarrie
Commissioner Corey Runte

Staff Members:

Town Manager Elizabeth Mascaro
Town Attorney Cliff Repperger
Town Clerk Jennifer Torres
Finance Manager Jennifer Kerr
Public Works Director Tom Davis
Fire Chief Gavin Brown

1. Call to Order

Mayor Hoover called the meeting to order at 6:00 p.m.

2. Roll Call

Commissioners Present:

Mayor Wyatt Hoover
Vice Mayor Joyce D. Barton
Commissioner Steve Walters
Commissioner Sherrie Quarrie
Commissioner Corey Runte

Staff Present:

Town Manager Elizabeth Mascaro
Town Attorney Cliff Repperger
Town Clerk Jennifer Torres
Finance Manager Jennifer Kerr
Public Works Director Tom Davis
Fire Chief Gavin Brown

3. Pledge of Allegiance and Moment of Silence

Led by Mayor Hoover

4. Presentations

Certified Public Accountant Zach Chalifour of James Moore reviewed the Town Audit and explained there were four reports in which one recommendation and two deficiencies related to audit adjustments were noted. There were no issues of unapproved items and the Independent Accountant's Examination Report found the Town complied with specified investment statutes.

He noted no individual deficit fund balances. The Commission had no questions and there was no public comment.

5. Board & Committees

A. Review of Town Board Volunteer Applications to fill Board vacancies

Commissioner Walters moved to appoint Gail Gowdy, Teresa Winter, Dayle Hinman, Daniel Hansen, and Timothy Sandberg to the History

Preservation & Awareness Board; Commissioner Quarrie seconded; Motion carried 5-0.

Commissioner Quarrie moved to appoint Danika Warren and Julianne Samuel to the Parks Board; Commissioner Walters seconded; Motion carried 5-0.

6. Public comments

Dan Brunger
406 4th Avenue

Mr. Brunger discussed recent State legislation related to Senate Bill 1884 and said Public Works Director Tom Davis is doing a great job on beautification.

He also asked about the budget and was referred to the website where it is posted.

Jim Simmons
409 Avenue B

Mr. Simmons said the Pineapple Man is the oldest and largest triathlon in Florida and while the organization has committed to bring it back in 2022, Race Organizer Mitch Varnes is interested in organizing a triathlon for 2021. He requested that the Town Commission authorize the Town Manager to work with him to prepare a proposal before June in order to have 2021 triathlon, then the Rotary can pick it up again in 2022.

Spencer Howard
Treasurer Melbourne Beach Rotary

Mr. Howard advised the Commission that Mitch Varnes quit and the Rotary chose not to ask him back. He feels the triathlon should be postponed until 2022 and that another group should not come in and take the event away.

Ingrid Perkins
510 3rd Ave

Ms. Perkins shared her thoughts on not wanting to see the Town become like a gated community and felt there should be some compromise related to beach parking at the end of the street because privatization is troubling.

Alan Ross
Rotary Club

Mr. Ross thanked the Town for allowing them to run the beer tent at Founders Day. He stated they earned \$12,400 of which \$4,500 would go to the Town for

specific equipment for the Fire Department and another \$5,800 will go to Gemini Elementary School. The Rotary will keep \$2,000 in reserve and every quarter he will give the Town Manager a report and decide how to spend the money. He also noted beer sales were down between 6-9 p.m. and felt that may be due to the tent being too far from the music. He suggested that next year they move it close to the bands.

Joe Pavlock
501 3rd Ave

Mr. Pavlock said bikes race through stop signs in Town and there have recently been two near misses.

Mayor Hoover responded by saying that traffic calming is on the agenda later and they are working to make drivers aware bicyclists share the road.

Betsy Baird
1111 River Road

Ms. Baird asked about the care of palm trees in her neighborhood.

7. Approval of the Agenda

Commissioner Runte moved to approve the Agenda; Commissioner Quarrie seconded; Motion carried 5-0.

8. Consent Agenda

- A. Approval of April 21, 2021 RTCM Draft Minutes – Town Clerk Torres
- B. Site Plan Review for 204 Riverside Drive, Melbourne Beach
- C. Site Plan Review for 211 5th Avenue, Melbourne Beach
- D. Reappointment of Diana Beacham to the History Preservation & Awareness Board Center Board for a term of 2 years

Commissioner Walters moved to approve the Consent Agenda; Commissioner Quarrie seconded; Motion carried 5-0.

9. Public Hearings

10. Old Business

- A. Consideration of reopening the Community Center and pavilions for rent – Town Manager Mascaro

Due to several inquiries from the community, the Town Manager feels that citizens would appreciate the Commission reopening the Town facilities for rental.

Vice Mayor Barton asked about waiving fees for Town clubs and non-profits.

Commissioner Runte asked how the single-use plastic ban is enforced during events. Town Manager Mascaro said it is part of the agreement and based on the honor code.

Mayor Hoover suggested creating a separate sheet for people to sign acknowledging the plastic ban.

Public Comments

Jim Simmons
409 Avenue B

Mr. Simmons said the intent of the facility rental agreement deposit is that we would be looking at the trash when we cleaned up and they would forfeit their deposit if it was found. He felt that should be enforced and he agreed with creating a separate notice for signature advising people of the plastic ban.

Commissioner Runte asked if the new rental rates they had previously discussed had been posted and if they include the new cleaning fee.

Some discussion ensued about the Town's plastic ban and the members agreed with creating a separate notice for renters to sign acknowledging they will abide by it – and if they don't, they will forfeit their damage deposit.

Town Manager Mascaro agreed to create this form.

Commissioner Walters said there are community organizations that should not have to pay a fee.

Mayor Hoover asked the Town Manager to waive fees for the organizations from the list of approximately 15 community groups who are engaging in service for the town, adding that if any groups are missing from the list, they can be addressed on a case by case basis.

Commissioner Runte moved to approve reopening the Community Center and pavilions for rental without restriction; Commissioner Walters seconded; Motion carried 5-0.

B. Consideration of the recent discontinuation of state and national mask mandates – Town Clerk Torres

Town Clerk Torres advised the Commission that on May 3rd, 2021, Executive Order 21-102 suspended all existing COVID related emergency orders that placed restrictions on individuals and businesses as well as prohibiting municipalities from renewing any local state of emergency.

Then on May 13, the CDC advised that fully vaccinated people no longer need to wear a mask or physically distance in any setting except where required by law or local business or workplace policy.

Vice Mayor Barton said she was in favor of returning to normal setup. Commissioner Runte agreed. Commissioner Quarrie said it should be noted that people who want to wear masks should be welcome to. Commissioner Walters agreed.

The Commission agreed to keep the seating set-up as it is because it allows for more room.

Commissioner Walters moved to discontinue Emergency Order 2020-14 and 2020-15; Vice Mayor Barton seconded; Motion carried 5-0.

11. New Business

A. Consideration of Health First Health Insurance Dropping Insurance Plans – Town Manager Mascaro

Town Manager Mascaro noted this was for informational purposes but wanted to note that the Commission may see a small increase in the insurance premium in the next budget.

Commissioner Runte noted that a general practice might leave the insurance company knowing they are stopping service with a year.

The Town Manager will bring some other insurance options before the Commission next month.

B. Consideration of endorsing letter encouraging Governor DeSantis to veto HB403 (Home-based businesses) – Town Manager Mascaro

Town Manager Mascaro summarized the issue for the Commission and said she prepared a letter asking the Governor to veto the bill because it is not supportive of small Towns and municipalities and 70-percent of business in Town are home-based.

Public Comments

Ingrid Perkins
510 3rd Avenue

Ms. Perkins commented that any threat to hometown rule should be fought all the way.

Vice Mayor Barton moved to approve sending the letter drafted to Governor DeSantis related to supporting a veto on HB403 (Home-based businesses); Commissioner Runte seconded; Motion carried 5-0.

Town Clerk Torres asked the Commission to consider moving Agenda Item (E.) to just after Item (B) – making it Item (C). And moving the previous Item (C) to Item (D) and the previous Item (D) to Item (E.)

Commissioner Quarrie moved to relocate item E on the Agenda to Item C in order to follow item B; Commissioner Runte seconded; Motion carried 5-0.

- C. (Previously E) Consideration of Proclamation recognizing National Safe Boating Week May 22-28, 2021 – Robert Triebell, PhD, 7th Coast Guard District

Mr. Triebell was on hand to address the Commission. He thanked the Town for all the support. He went on to note that there are record breaking boating accidents and most are attributed to the large number of new, untrained boaters. After COVID there were record sales of boats and the need for safe boating education is important.

Town Manager Mascaro asked Mr. Triebell if he would send the Town information on classes so they could be posted on our social media – he agreed.

Mayor Hoover asked if he would be interested in restarting boat safety classes and boat inspections in Town – he said he was and will coordinate efforts with the Town.

Vice Mayor Barton moved to approve the Proclamation recognizing National Safe Boating Week May 22-28, 2021; Commissioner Runte seconded; Motion carried 5-0

- D. (Previously C) Consideration of options to produce traffic calming on our most heavily traveled roadways – Town Manager Mascaro

Town Manager Mascaro said their local research has shown cars are not speeding in Town, but there is considerably more traffic than ever before. In order to alleviate traffic issues, Chief Griswold, Mayor Hoover and the Town Manager brainstormed some ideas which included; creating a summer safety program; lowering the speed limit to 15 mph on east-west roads, lowering the speed limit to 20mph on north-south roads, adding speed bumps to locations with high traffic speed (these could be permanent or moveable depending upon the need), and enlarging the “Welcome to Melbourne Beach” sign on A1A and Oak.

After further discussion with Public Works the idea for speed bumps was put aside because they are not well-liked by residents and have created problematic issues in other municipalities.

Mayor Hoover said he is happy they are moving forward with these initiatives. Traffic data shows people are not speeding – but perhaps the speed limit itself is too fast. He would like to discourage cutting through side streets. He also agreed not to move forward with street humps/bumps.

Commissioner Runte acknowledged the Mayor's passion for this subject. He noted in the last few months, on Riverside Drive, one cat got hit and killed by car. One week later another cat was killed on Palm and two weeks ago, a child was hit by car and he is ok but it was still traumatic. He supports the Town Manager and the ideas presented – with the exception of the speed bumps.

Commissioner Walters said no matter what they do they are not going to solve the problem, because in the past – with a large police presence - everyone knew not to speed in Melbourne Beach. However, reducing the speed limit just punishes residents and stop signs just make them have to stop too often.

Vice Mayor Barton agreed it is important to have more police presence. Another suggestion to keep more people from side streets is to make a right-hand turn on Ocean to Oak.

Mayor Hoover agreed that this was a conversation they should have with FDOT.

Commissioner Quarrie liked the idea of plastic bumps because she feels they are a huge deterrent to speeding. She mentioned that bikes are part of the problem if they are going too fast.

Mayor Hoover agreed with increased police presence and said perhaps we can direct them to be more aggressive in giving out tickets.

Mayor Hoover said he supported lowering the speed limit to 15 mph on east-west roads, and to 20mph on north-south roads

Jim Simmons
409 Avenue B

Mr. Simmons said 15 mph is too slow and speed bumps are dangerous according to the many police chiefs he has spoken to. He feels a speed limit of 20 mph is good.

Dan Brunger
400 6th Ave

Mr. Brunger said the Town should leave the speed limit on Oak as is. Instead, have more police presence. He agrees with Commissioner Walters, that more blue lights are the answer.

Ingrid Perkins
510 3rd Ave.

Ms. Perkins said the biggest traffic issue is on Pine Street. The current speed limit seems fast and she agrees with directing traffic away from the side streets and instead funneling them through the main arteries. She suggested a “local traffic only” sign. She did not like the idea of speed bumps but did like the idea of a 15 mph speed limit on Pine.

Commissioner Runte moved to approve the recommendation of lowering the speed limit to 15 mph on east-west roads, and lowering the speed limit to 20 mph on north-south roads; Vice Mayor Barton seconded;

Town Attorney Repperger voiced concern over whether the Town has the authority to lower the speed limit to 15 mph on a municipal road. He believes that the maximum speed limit is 30 mph and the most it can be lowered is 20-25 mph. He suggested that in making the motion, Commissioner Runte should direct staff to communicate with FDOT to make sure it is allowable.

Commissioner Runte amended his motion.

Commissioner Runte moved to approve the recommendation of lowering the speed limit to 15 mph on east-west roads and to 20mph on north-south roads, if both are allowable by law; Vice Mayor Barton seconded;

Commissioner Walters said in order to reduce the speed limit by signage you have to do a traffic study on each road and he felt they should do more research before moving ahead.

Motion carried 3-2 with Commissioner Quarrie and Commissioner Walters in dissent.

- E. (Previously D) Consideration of increasing Town Hall and the Generator Building insurance coverage – Finance Manager Kerr

Finance Manager Kerr went over a recent survey and her suggestions for coverage.

Commissioner Walters moved to increase insurance as suggested in an amount not to exceed \$4,800; Commissioner Runte seconded; Motion carried 5-0.

12. Staff Reports

A. Town Attorney Report

Town Attorney Repperger had two items. 1) With the adoption of the home-based business bill, if the Governor doesn't veto it, the co-op issue previously discussed will be rendered moot – and – 2) In regard to the agreement on Avenues – they have the final draft – we need a sketch of the trees that they will provide to us and he should have it for the next agenda.

B. Town Manager Report

Town Manager Mascaro read over the items on her report and shared the park lights were up – and the Town has received a lot of positive feedback. In addition, it was suggested they clean the wall that separates the park from the neighborhood and subject to our approval – give segments to groups to create a mural in 8 or 16-foot sections – then create a walkway with some benches throughout.

Commissioner Runte liked the idea and suggested the Town run it by the owner of the fence.

Commissioner Walters asked a few questions about the report and reminded the Town Manager to send a letter out to FDOT about the left n on Ocean and A1A.

He also inquired about the status of the FEMA money, to which the Town Manager responded it has not yet been received but they are in contact with them constantly and did finally receive approval on Dorian.

C. Town Clerk Report

D. Departmental Reports

1. Building Department
2. Public Works Department

Public Works Director Davis noted that the new lights in the park have made a big difference and received a lot of positive feedback.

Town of Melbourne Beach

TOWN COMMISSION WORKSHOP

**WEDNESDAY, JUNE 9, 2021, at 6:00 p.m.
MASNY ROOM, 507 OCEAN AVENUE**

DRAFT MINUTES

Commission Members:

Mayor Wyatt Hoover

Vice Mayor Joyce D. Barton

Commissioner Steve Walters

Commissioner Sherrie Quarrie

Commissioner Corey Runte

Staff Members:

Town Manager Elizabeth Mascaro

Town Clerk Jennifer Torres

1. Call to Order

Mayor Hoover called the meeting to order at 6:00 p.m.

2. Roll Call

Town Clerk Torres conducted Roll Call:

Commissioners Present:

Mayor Wyatt Hoover
Vice Mayor Joyce D. Barton
Commissioner Steve Walters
Commissioner Sherrie Quarrie
Commissioner Corey Runte

Staff Present:

Town Manager Elizabeth Mascaro
Town Clerk Jennifer Torres

3. Pledge of Allegiance and Moment of Silence

Led by Mayor Hoover

4. Public Comments

5. New Business

A. Review FY 21 Draft Budget

Town Manager Mascaro presented the following highlights of the proposed FY 21 budget.

Highlights:

- Capital items for this year include a 24 x 35-foot garage for Public Works to provide more equipment storage at a cost of \$27,000.
- The planned department-wide software upgrade will cost approximately \$150,000 and will serve to integrate the departments. An additional \$50,000 is required for training.
- Public Works has requested an additional employee. This would be a Maintenance Level 1 staff member with a salary of approximately \$30,000 who would be responsible for park upkeep and would work on weekends to help maintain trash in the parks and possibly become trained to write parking tickets.
- There is \$30,000 in contingency money also included in the budget.
- The estimated \$500,000 in COVID money has not yet been received.
- Revenue from parking is currently \$74,400.
- Employee raises will be calculated at 3-percent.
- Included in the budget is an allotment for the Parks Board to create a recreation program
- The bond can be prepaid this year. The Town Manager said she does not think the Town will be able to get another storm water bond because voters may not

approve it. The only way to increase reserves for storm water may be through ad valorem. She suggested the Town plan 10 years out to make sure they have the money when the systems fail.

Other Notes:

- The message board for the Police Department has already been purchased and the \$7,500 cost will be removed.
- Assess Old Town Hall Roof & Windows to see if replacement is needed.
- Check with Police Chief on Glock guns – is there a standard replacement term? Why the replacement?
- Mayor suggested in first or last column indicate what year we should start saving for specific capital items again
- Commissioner Walters expressed displeasure at the cost of radio replacement. Town Manager Mascaro said one company is controlling costs.
- In regard to the proposed new vehicle for the Fire Chief Vehicle, the Town Manager noted that money was moved from last year's stipend program, and will have money leftover this year. Therefore the Town would like to use that money to purchase a police grade truck for the Chief's use.
- Commissioner Walters questioned what the Fire Department Association did with the \$50,000 that was donated. Town Manager Mascaro said she would inquire. Commissioner Walter said he would be more inclined to vote for the new truck if the Association split it with the Town 50-50.
- Mayor Hoover asked about fire vehicles and why several columns were blank. Town Manager Mascaro said that new vehicles are cost prohibitive. Mayor Hoover said that if we are using this document to project-out costs, we know that when we finance, those areas will not be blank anymore and we need estimates from Chief Brown.
- After this year, Town Manager Mascaro said all fire vehicles would be paid off, then others can be financed. The Fire Chief will research this.
- Mayor Hoover suggested making the garden club a committee of the Parks Board.

Mayor Hoover suggested the next budget meeting occur at 5:30 p.m. on Wednesday, June 16, 2021, just prior to the Regular Town Commission Meeting.

6. Adjournment

Commissioner Runte moved to adjourn; Vice Mayor Barton seconded; Motion carried 5-0.

The workshop adjourned at 7:40 p.m.

Town Commission Agenda Item

Section: Old Business

Meeting Date: June 16, 2021

Subject: Traffic Light-Intersection of Ocean /Oak/A1A and Speed Reduction

Submitted By: Elizabeth Mascaro, Town Manager

Background Information: The Commission directed staff to determine if the speed limit could be reduced to 20mph on Town streets, with the exception of major thoroughfares. Attorney Repperger advised the Commission and Staff that State Regulations would most likely required a traffic analysis in order to have the speed reduced to under 25mph. In addition to the speed limit reduction, Commissioner Walters asked the TM to send a letter to FDOT asking the feasibility of a left hand lane/arrow, moving west to east at the intersection of Oak/Ocean/A1A. Upon contacting FDOT, the Police Chief was advised of a traffic study which was performed in February 2020. Neither the Police Chief, Town Manager nor Public Works Director was aware of any study being conducted at that intersection.

The recommendation from the study was the west approach should be restriped to provide an eastbound left turn lane and an eastbound through/right turn lane (page 6 of study) Please see diagram of the intersection on page 14 showing the left hand turn lane and the right hand through and turn lane. No left hand arrow was found to be necessary at this time. Per my conversation with Michael Sanders, Assistant District 5 Traffic Operations Engineer, if the Town determines it's necessary for FDOT to perform an additional study for the left hand arrow after sufficient time has passed (6mos) after the stripping of the left hand turn light/straight through lane, then I am to contact him.

In addition to the turn lanes, reducing the town roadways to 20mph does not require any study or approval from FDOT.

Recommendation: Execute on the recommendation from FDOT regarding a right hand turn and straight through lane moving west to east.

Continue discussion of the reduction of town roads to 20mph

Attachments:

- February 2020 Traffic Study from FDOT

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Town Commission Agenda Item

Section: Old Business

Meeting Date: June 16 2021

Subject: FDOT Grant-Ocean Avenue Beautification

Submitted By: Elizabeth Mascaro, Town Manager

Background Information: The Commission approved submitting a grant application to Florida Department of Transportation for improvements to the State's portion of Ocean Avenue (A1A). The Town hired Susan Hall of Susan Hall Landscape Architecture to perform a high level concept plan to be delivered to FDOT for the grant application. Upon completion of the utility locates, right-of-way and setback determinations on Ocean Avenue, Susan sent plans detailing the lack of room to plant substantial trees due to the utilities, right-of-way and setback requirements. Susan has suggested the Town apply for a landscape permit through FDOT, which would cost much less, and the Town would not be held liable for plant replacement into perpetuity. \$14,000 is the estimated cost to plant on Ocean Avenue given the lack of space. Susan was also going to reach out to the County to obtain permission to plant around the Library. I anticipate receiving a landscape drawing with plant locations before the end of June. This process would still allow the Town to landscape the east side of Ocean Avenue but with minimal expense.

I have budgeted \$30,000 in the FY22 budget for Ocean Avenue. I would also like to apply the \$78,000 the Town received for the Code Violation, to the landscaping project. These dollars would allow updated street lights and to begin changing our parking spaces to pervious blocks.

Recommendation: Approve permit application to FDOT for Ocean Avenue Beautification. Approve the use of the \$78,000 from the Code Violation case to be applied to Ocean Avenue Beautification.

Attachments:

- Locates plan from Susan Hall, renderings of parking space updates

Note: The Town of Melbourne Beach is undergoing modifications to provide enhanced access to documents for individuals who are visually impaired and to comply with the requirements of the Americans with Disabilities Act (ADA) to make reasonable accommodations. While these modifications are being made some attachments may not be included as part of the online agenda packet. If you would like to obtain a document not currently provided, please contact our Town Clerk at (321) 724-5860 or townclerk@melbournebeachfl.org.

Town Commission Agenda Item

Section: Old Business

Meeting Date: June 16, 2021

Subject: Right of Way License, Use, and Maintenance Agreement, Town of Melbourne Beach-Avenues of Melbourne Beach, Inc.

Submitted By: Town Attorney

Background Information:

On October 21, 2020, Avenues of Melbourne Beach, Inc. requested approval to locate six (6) coconut palms in the Ocean Avenue Right-of-Way. Section 50-2, Code of Melbourne Beach requires approval of the Town Commission. The attached Right-of-Way License, Use, and Maintenance Agreement has been prepared by the Town Attorney and provides sufficient indemnification from liability by, and long-term maintenance obligations, of the Applicant.

Attachments:

- Proposed Right-of-Way License, Use, and Maintenance Agreement

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Town Commission Agenda Item

Section: Old Business

Meeting Date: June 16, 2021

Subject: Facility Rental Fees

Submitted By: Town Clerk Torres

Background Information:

During the December 2020 RTCM the rate schedule was discussed and the issue was tabled for further review.

Recommendation: Vote to Amend the Fee Schedule

Amend the fees for facility rentals as follows:

- Add a \$100 Non-Refundable Cleaning Fee for both Residents and Non-Residents
- Increase Community Center Rental fee from \$30 an hour to \$65 an hour for residents and from \$45 an hour to \$100 an hour for non-residents

Attachments:

- Excerpt from the December 16, 2020 RTCM Meeting Minutes
- Resolution 2020-04 with Revised Fee Schedule

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RESOLUTION 2021-03

A RESOLUTION OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE TOWN LAND DEVELOPMENT CODE APPLICATION FEE SCHEDULE; AMENDING TOWN RESOLUTION 2020-04; AMENDING THE LAND DEVELOPMENT CODE FEE SCHEDULE; INCREASING THE FEES FOR FACILITY RENTALS AND REQUIRING A NON-REFUNDABLE CLEANING FEE; PROVIDING FOR SEVERABILITY, PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the Town Commission for the Town of Melbourne Beach has established a policy that land and building development activities be financed, to the greatest extent possible, by user fees; and

WHEREAS, Section 1A-4, Fees, of the Melbourne Beach Land Development Code authorizes the Town Commission to set land and building development fees by Resolution; and

WHEREAS, Section 1A-5(e)(8), of the Melbourne Beach Land Development Code authorizes the Town Commission to set fees and charges for Land Development Code Text Amendment Applications; and

WHEREAS, in setting non-proprietary fees or charges, the Town recognizes that it must either follow Florida Statutes or assure that the fee structure does not exceed the cost of providing the departmental service to the general public; and

WHEREAS, other fees are set pursuant to the home rule powers of the Town of Melbourne Beach, Florida, as a Florida Municipal Corporation; and

WHEREAS, pursuant to Resolution 2020-03, Exhibit "A" and "Exhibit B" the Town's current Land Development Code Fee Schedule was adopted and set; and

WHEREAS, the Town Commission determines it to be in the public interest that additional fees be added or amended to the Land Development Code Fee Schedule adopted by Resolution 2021-03; and

WHEREAS, the Town Commission has determined that it is necessary to review and amend the fees and charges associated with Town's Land Development Code Fee Schedule from time to time; and

WHEREAS, the fees and charges shall be established by the appendage to this Resolution titled as "Exhibit 'A';" and

WHEREAS, Extraordinary Expenses shall be charged in accordance with the appendage to this Resolution titled "Exhibit 'B';" and

WHEREAS, the fees and charges related to zoning, comprehensive planning, variances, special exceptions, and the associated advertising are incorporated within "Exhibit 'A'" of this Resolution; and

WHEREAS, on June 16, 2021 the Town Commission of the Town of Melbourne Beach considered this Resolution and approved the same in public session.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, that:

SECTION 1. APPLYING OF FEES: The fees and charges set forth in the attached and incorporated Exhibits "A" and "B" are hereby effective June 16, 2021, and shall hereby amend the fee schedule previously adopted by Town Resolution 2021-03.

SECTION 2. SEVERABILITY: Should any section or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Resolution as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 3. REPEALING CLAUSE: All other Resolutions or part of Resolutions in conflict herewith, are to the extent of such conflict, hereby repealed.

SECTION 4. EFFECTIVE DATE: This Resolution shall be in full force and effective immediately upon adoption and publication as provided by law.

PASSED AND ADOPTED by the Town Commission of the Town of Melbourne Beach, Brevard County, Florida, at its regular meeting of the Town Commission on the 16th day of June, 2021.

TOWN OF MELBOURNE BEACH, FLORIDA

By _____
WYATT HOOVER, MAYOR

ATTEST:

JENNIFER TORRES, TOWN CLERK

Town Commission Agenda Item

Section: Old Business

Meeting Date: June 16, 2021

Subject: Consideration of Town Planner memorandum regarding outdoor seating and dining within the Town.

Submitted By: Town Clerk Torres on behalf of Town Planner

Background Information:

- During the February 17, 2021 RTCM, and in light of the Pandemic, the Commission created a new action item and tasked the Town with researching what code changes may be necessary that would allow outdoor seating and dining.
- During the March 17, 2021 RTCM, Resolution 2021-02 was executed allowing temporary use. However, there was not overwhelming interest from businesses on Ocean. The issue was sent to PNZ to review code changes necessary.
- In April, the Commission asked the Town Staff to direct the Town Planner to look at code in comparable municipalities that allow outdoor seating and after researching this issue, to bring it to the June RTCM as agenda item for discussion.

Attachments:

- Summary memorandum submitted by Town Planner with attachments regarding outdoor seating and outdoor cafes

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Town Commission Agenda Item

Section: New Business

Meeting Date: June 17, 2021

Subject: Renewal of PLACE Planning & Design, Inc. contract

Submitted By: Elizabeth Mascaro, Town Manager

Background Information: The original date of the contract between PLACE Planning & Design, Inc., and the Town is December 14, 2014. The hourly compensation rate is \$90.00 per hour. This rate of pay is still in effect. The President of PLACE Planning & Design, Inc., Corey O’Gorman, would like to increase the hourly rate to \$125.00 per hour and the change the Agreement term to one (1) year.

PLACE Planning & Development strengths:

- 1) Very strong partner of the Town’s.
- 2) Mr. O’Gorman responds quickly and succinctly to our inquiries on the interpretation of Town Code.
- 3) Corey is available to discuss any zoning issue or concern.
- 4) Willing to provide comparisons from other towns/cities/municipalities.
- 5) Available to attend any and all meetings as requested.
- 6) Plan reviews for P&Z are completed accurately and timely.

Recommendation: Approve the hourly rate increase to \$125.00 per hour and the Agreement term to One (1) year.

Attachments:

- Old Agreement
- New Agreement

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Town Commission Agenda Item

Section: New Business

Meeting Date: June 17 2021

Subject: Melbourne Beach Triathlon

Submitted By: Elizabeth Mascaro, Town Manager

Background: Mitch Varnes has approached me asking if the Town of Melbourne Beach would sponsor the Melbourne Beach Triathlon in mid-December. He would run the event on behalf of the Town and coordinate this with a toy drive and the charity of the Town's choice. The Town would earn a percentage of the revenue, to be used as the Commission requires.

The event would attract athletes from all over the State of Florida, generating welcomed revenue for the Town's businesses after a year and a half of reduced revenues due to COVID.

Recommendation: Consider the special event for the December 2021-Town of Melbourne Beach Triathlon.

Attachments: None

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Town Commission Agenda Item

Section: New Business

Meeting Date: June 16, 2021

Subject: Consideration of the status of the History Preservation & Advisory Board

Submitted By: Town Clerk Torres

Background Information:

During the RTCM on February 18, 2004, the Commission approved Resolution 730, creating the HPAB.

The Board was considered “advisory” and its members were given the following power and authority:

- (1) Upon request by the Town Commission, review and make advisory comments with regard to ordinances, resolutions, historical preservation programs, and grants relating to the Town's history and preservation of historical structures within the Town;
- (2) Work through and coordinate with the Town Manager's office in identification of matters relating to the Town's history in which the Town government should be logically involved;
- (3) After consideration of the costs involved, effect on the Town's tax structure and funding sources, as appropriate, advise the Town Manager and the Town Commission with regard to matters of interest, including programs to preserve historical structures; and
- (4) Undertake tasks relating to making the Town aware of its history and providing for the preservation of historical Town buildings, as may, from time to time, be requested by the Town Commission.

The Resolution noted that “The Board's existence shall terminate on December 31, 2005” - unless the Town Commission chose to extend the term of the Board.

The issue was apparently forgotten as turnover in the office of the Town Manager occurred – and the Resolution, was never addressed again, and therefore expired.

The Resolution provided rules of procedure, required agenda notice, meeting minutes, and observance of Sunshine Law and Roberts Rules of Order.

Recommendation: Consider options related to the continuation of the HPAB which may include:

- Approving a new Resolution establishing the HPAB as Board once again – and consideration of allowing the term to continue indefinitely unless rescinded by the Commission.
- Creating an Ordinance that establishes the HPAB as a Standing Town Board.
- Permitting the HPAB to continue as an independent club that is separate from the Town and not subject to the Town's Rules of Procedure.

Note: in the excerpt from Jan 21, 2004 RTCM, the Town Attorney at that time stated:

Town Attorney Gougelman stated that you can form the board by resolution and make it a temporary board, which will allow the Town to create the board, let exist for a year or two see how functions or make it an actual standing committee of the Town, which will require an amendment to the code of ordinances to make it an ongoing committee. Town Attorney Gougelman advised that if the Town wants to set up a board by resolution and it works out well, the code can be amended to make it a standing committee.

Attachments:

- Resolution 730 dated February 18, 2004
- Excerpt from the January 21, 2004 RTCM

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Excerpt from the December 16, 2020 RTCM Meeting Minutes**A. Consideration of temporary increase to Community Center Rental Fees –
Town Manager Mascaro**

Town Manager Mascaro said the Town has received phone calls from people asking to rent the Community Center. Staff has discussed reducing the number of occupants to 50 people, charging a \$100 COVID cleaning fee, and increasing the hourly rate for non-residents to \$65 per hour. The Volunteer Fire Department can have volunteers clean the Center between events. She further explained that the COVID fee is not meant to be a money maker for the Town, instead she would like to pass the (COVID) cleaning fee to the individual(s) who actually clean the room - less the cost of supplies. She added that the COVID fee can be discontinued when the Pandemic ends.

Some members of the Commission suggested having people sign an updated waiver and adding additional signage.

Commissioner Runte said \$65 was a very low price and he suggested keeping the \$100 cleaning fee in place permanently for both residents and non-residents. He suggested charging \$65 for residents and \$100 for non-residents, plus the cleaning fee.

Commissioner Quarrie said she is not in favor of renting the Community Center during the height of the Pandemic. She favors renting the outdoor areas like the Pavilion.

Commissioner Runte said the cleaning fee should not be named after COVID – and instead simply referred to as a cleaning fee.

Further discussion ensued.

Commissioner Walters suggested we should change the rate now and suspend rentals until the Pandemic is better under control.

Commissioner Runte said the Town Manager should look at the whole rate schedule related to facilities and special events and they can revisit the issue at the January RTCM meeting.

Commissioner Runte moved to approve suspending any future new rentals of any indoor spaces in the Town and to direct the Town Manager to revisit the fee schedule related to rental of Town facilities and special events; Commissioner Quarrie seconded; Motion carried 5-0.

Town Commission Agenda Item

Section: New Business

Meeting Date: June 16, 2021

Subject: Memorandum of Agreement for Dispatch Service

Submitted By: Melbourne Beach Police Chief Melanie Griswold

Background Information: Memorandum of Agreement for Dispatch Service between the Melbourne Beach Police Department and Brevard County Sheriff's Department

Recommendation: Approve Memorandum of Agreement

Attachments:

- Memorandum of Agreement

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LAW ENFORCEMENT DISPATCH SERVICES AGREEMENT

THIS AGREEMENT, is entered into and made effective the 1st day of October, 2021, irrespective of when signed, by and between the Town of Melbourne Beach, a Florida municipal corporation, by and through its Town Commission, hereinafter referred to as "Melbourne Beach", and Wayne Ivey, in his capacity as the Sheriff of Brevard County, Florida, a County Constitutional Officer and a County Charter Officer, (hereinafter referred to as the "Sheriff"). The Town of Melbourne Beach and the Sheriff are herein collectively referred to as the "Parties" and individually referred to as a "Party."

WITNESSETH

WHEREAS, Melbourne Beach has, as one of its Town departments, a police department, hereinafter referred to as the "MBPD;" and

WHEREAS, the Sheriff currently has a dispatch center to receive calls for law enforcement services and to provide 2-way radio communications using radio frequencies assigned by the Federal Communications Commission (hereinafter referred to as the "FCC"), as well as to provide teletype services using, among other things, Florida Department of Law Enforcement computer terminals which provide access to the National Crime Information Center, hereinafter referred to as "NCIC," and the Florida Crime Information Center, hereinafter referred to as "FCIC," all such services being collectively referred to herein as "law enforcement dispatch services;" and

WHEREAS, Melbourne Beach desires that the Sheriff provide dispatch services to MBPD for law enforcement purposes, in accordance with the provisions of this Agreement and applicable federal and Florida laws; and

WHEREAS, the Sheriff is willing to provide dispatch/teletype services to MBPD for law enforcement purposes, in accordance with the provisions of this Agreement and applicable federal and Florida laws, so long as the MBPD and its officers, all of whom are employees of Melbourne Beach, strictly abide by all of the provisions of this Agreement and applicable federal and Florida laws.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants, promises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The parties acknowledge and agree that the recitals set forth above are true and correct and by this reference are hereby incorporated into this Agreement and made a part hereof.
2. **Authority for this Agreement.** The parties intend that this Agreement constitute an interlocal agreement in accordance with the provisions of Section 163.01, Florida Statutes.

3. **Obligations of the Sheriff.**

- a. During the term of this Agreement, which shall commence on October 1, 2021, and shall continue for a term of one (1) year ending September 30, 2022, the Sheriff shall provide Melbourne Beach with law enforcement dispatch/teletype services, including all supervisory, administrative and support incidental thereto, including the following:
 - (1) Receiving on behalf of MBPD emergency and non-emergency requests for assistance via telephone and radio, within the industry standards for Public Safety Answering Point ("PSAP") operations;
 - (2) Dispatching radio traffic;
 - (3) Judicial Process dispatching wrecker service upon the request of MBPD;
 - (4) Providing the reproduction via link or USB or other similar media of telephone and radio traffic that is otherwise recorded; and
 - (5) Providing teletype functions within the standards described by the Florida Department of Law Enforcement as outlined in the FCIC/NCIC Training Manual including, but not limited to, entries, cancellations, hit confirmations, validations, criminal histories and administrative messages. The Sheriff shall be the record holder and MBPD shall be the record owner with respect to the FCIC/NCIC documentation, including all original and subsequent documentation. In providing services to MBPD relative to the FCIC/NCIC functions, the following will apply as to procedures:
 - (a) FCIC/NCIC entries will be made with the approval from the MBPD on-duty supervisor. An entry request will be called into the Judicial Process Unit by the MBPD report writer. The information provided by MBPD to the Sheriff's Judicial Process Unit, whether via phone or in the original report, shall be used by the Judicial Process Unit to enter the record into FCIC/NCIC.
 - (b) The record owner shall provide original reports and supplemental reports to the Sheriff's Judicial Process Unit. The record holder will store the original documents along with the entry/cancellation request form in a file cabinet

located in the Sheriff's Judicial Process Unit. The Judicial Process Technicians employed by the Sheriff will provide hit confirmations/cancellations.

- (c) When appropriate, MBPD will request the cancellation of an FCIC/NCIC record. Once a cancellation requested by MBPD has been completed, the Judicial Process Unit will notify MBPD and provide a copy of the cancellation to MBPD. The Judicial Process Unit shall retain the original report or the entry request form and the original cancellation request, which documents shall only be destroyed consistent with the public records retention schedule approved by the Florida Secretary of State in the General Records Schedules found at Rule 1B-24.003(1)(b), *Florida Administrative Code* and Florida Statutes Chapter 119.
 - (d) Validations will be completed on a monthly basis by the Judicial Process Unit with the assistance, if necessary of MBPD. MBPD shall be responsible for any necessary victim, complainant, court or other appropriate contacts that need to be made to ensure the accuracy of the record. The Sheriff's Judicial Process Unit shall enter the validation based on the findings provided by MBPD. The Judicial Process Unit is responsible for all validation audits.
 - (e) FCIC/NCIC computerized criminal history inquiries made by the Uniform Patrol Division of MBPD shall be performed with the approval from the on-duty supervisor of MBPD. Sworn personnel assigned to the Investigations Division of MBPD can request computerized criminal histories as outlined in the FCIC/NCIC training manual.
 - (f) All calls, including all walk-ins, that request the non-emergency services of MBPD shall be dispatched through the Sheriff's communication center to the MBPD patrol division, unless otherwise directed by MBPD due to its unavailability.
- b. The Sheriff shall have the sole authority to promulgate rules and regulations for the operation of the Sheriff's communication center. MBPD and the Sheriff recognize that the complexities involved in multi-agency emergency dispatching requires the continuous review and improvement of the structure, system and procedures. On occasion, problems will occur. The on-duty supervisors employed by the Sheriff and employed by MBPD who experience any problems or concerns shall work to resolve such issues at their

level at the time that a problem or concern arises. If, however, a resolution cannot be reached at the on-duty supervisor level, the Sheriff's communications center and/or Judicial Process and the MBPD Administration Division Sergeant shall meet in an attempt to rectify any problems or concerns. If a resolution is not reached to the satisfaction of all individuals involved, or to the satisfaction of the parties, the issue shall then be brought to the MBPD Chief of Police and the Sheriff for resolution.

- c. The MBPD Chief of Police and the Sheriff, or his designee, shall meet as necessary, for the purpose of reviewing dispatch protocols, thereby ensuring the adoption of the most professional and efficient procedures. Such review should include call taking, information routing during the dispatch process, command and control and nearest available patrol vehicle protocols.

4. **Covenants of Melbourne Beach.** Melbourne Beach represents, warrants, covenants and agrees that employees of Melbourne Beach, including the sworn law enforcement officers, shall:

- a. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of FCIC/NCIC, with regard to the use of dispatch services provided by the Sheriff;
- b. Abide by all the terms and conditions of the Criminal Justice User Agreement bilaterally executed between the Florida Department of Law Enforcement and the Sheriff, on April 2, 2021, a copy of which is attached to this Agreement as **Exhibit "A"** and by this reference incorporated herein;
- c. Make use of the dispatch services only for bona fide law enforcement purposes; and
- d. Retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the FCIC/NCIC information systems, and to promptly notify the Sheriff of any corrections, modifications, or cancellations necessary with regards to information or data entered at the request or direction of employees of Melbourne Beach into the FCIC/NCIC information systems.

5. **Payment.** Melbourne Beach agrees to fund Sheriff for providing services set forth in the Agreement as follows:

- a. The annualized consideration flat-fee amount payable by Melbourne Beach to Sheriff for services provided to MBPD Fiscal

Year 2021/2022 shall be Seventeen-Thousand, Seven-Hundred, Eighty-Five and 00 Dollars (\$17,785.00), which will be paid on or before the first day of October 1, 2021.

- b. Notwithstanding the foregoing, the annualized consideration flat-fee amount shall be reviewed annually and shall be negotiated and agreed to by the parties on or before May 31, 2022, for the following fiscal year (2022-2023). If this Agreement is terminated by either party prior to the end of the 12-month term, the Sheriff shall reimburse MBPD in a fractional amount of the full payment had this Agreement not been terminated prior to the expiration date of this Agreement, the numerator of which shall be the number of days that this Agreement had been in force during the 12-month term and the denominator of which shall be 365.

- 6. **Independent Relationship.** Melbourne Beach and its employees, including sworn law enforcement officers of MBPD, shall at all times during the term of this Agreement be considered independent of the Sheriff and not as agents or employees of the Sheriff. Furthermore, the Sheriff is not providing any employee of Melbourne Beach, including, but not limited to, sworn law enforcement officers of MBPD, with any law enforcement authority by virtue of this Agreement.

7. **Indemnification.**

- a. In consideration for the mutual promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Melbourne Beach agrees that, to the limited extent of negligence or intentional misconduct attributable to Melbourne Beach or its employees or agents (including employees assigned to MBPD), it shall indemnify, defend and hold the Sheriff, his agents and employees harmless from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or as a result of the use of the dispatch services provided by the Sheriff, including, but not limited to teletype services pertaining to FCIC/NCIC furnished by the Sheriff. The foregoing shall not be construed as a waiver by Melbourne Beach of the right to immunity or other limitations provided pursuant to the provisions of Section 768.28, Florida Statutes. The parties acknowledge that specific consideration has been exchanged for this provision.
- b. In consideration for the mutual promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Sheriff agrees that, to the limited extent of negligence or intentional misconduct attributable to the Sheriff or his employees or agents, it shall indemnify, defend and hold the

Melbourne Beach, its agents and employees harmless from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or as a result of the dispatch services provided by the Sheriff, including, but not limited to teletype services pertaining to FCIC/NCIC furnished by the Sheriff. The foregoing shall not be construed as a waiver by the Sheriff of the right to immunity or other limitations provided pursuant to the provisions of Section 768.28, Florida Statutes. The parties acknowledge that specific consideration has been exchanged for this provision.

- c. The parties hereto do not intend to violate the provisions of Section 768.28(19), Florida Statutes, and agree that the provisions of Subparagraphs 7a and 7b, above, will be unenforceable and ineffective should they be found to be in violation of Section 768.28(19), Florida Statutes, by a court of competent jurisdiction.
8. **Assignability.** This Agreement may not be assigned by either party under any circumstance.
9. **Venue.** The parties agree that any action or suit brought to interpret or enforce any provision of this Agreement shall be brought exclusively in the appropriate state court having venue in Brevard County, Florida, and acknowledge that this provision was bargained for.
10. **Entire Agreement.** This Agreement, and all exhibits attached hereto, constitute the entire Agreement between the parties and supersede all prior offers, negotiations and agreements.
11. **Governing Law.** This Agreement shall be governed and interpreted by, and enforced in accordance with, the laws of the State of Florida.
12. **Construction of Agreement.** This Agreement has been drafted and prepared by the Sheriff's attorney as a convenience, and the parties have read and negotiated all of the language of this Agreement. The parties acknowledge and agree that, because both parties participated in the negotiating and drafting of this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any party by reason of that party's role in drafting this Agreement.
13. **Savings Clause.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14. **No Waiver.** The failure of any of the parties at any time to require performance of any provision of this Agreement shall in no manner affect the right of such party at any later time to enforce or require the same unless waived in writing. No waiver by any party of any condition of breach shall be construed or deemed to be a waiver of any other condition or any other breach of any term, covenant or warranty contained in this Agreement.
15. **Term of this Agreement.** This Agreement shall be effective the 1st day of October, 2021, irrespective of when signed by the parties, and will terminate on September 30, 2022; if not sooner terminated by either party as provided elsewhere in this Agreement. Upon the expiration of the initial term, and any renewal terms, this Agreement shall automatically renew for another one-year term unless either party gives written notice at least one hundred eighty (180) days prior to the expiration of the then current term, to the other party of such non-renewing party's intent not to renew this Agreement.
16. **Termination of this Agreement.**
 - a. **Due to Breach:** In the event that a party breaches this Agreement or is otherwise in default of any obligation, duty or tasks, the non-breaching party or non-defaulting party shall provide written notice of such breach or default to the breaching or defaulting party. The breaching or defaulting party shall cure such breach or default within thirty (30) days receipt of written notice of such breach or default. If the breaching or defaulting party fails to cure such breach or default within the thirty-day period, the non-breaching or non-defaulting party shall be authorized and empowered to serve written notice of the termination of this Agreement whereby the termination of this Agreement shall be effective thirty (30) days from the date of the notice of termination, without penalty or liability. Notwithstanding the foregoing, the Sheriff shall be authorized and empowered to terminate this Agreement immediately, with no waiting period and without penalty or liability, if the Sheriff determines that Melbourne Beach, including any employee of Melbourne Beach assigned to MBPD, which shall include a sworn law enforcement officer or civilian employee assigned to MBPD, has breached the provisions of this Agreement which places the Sheriff in jeopardy of being able to maintain dispatch services, including access to the Florida Department of Law Enforcement computer terminals and, thus, access to FCIC/NCIC.
 - b. **Without Breach:** Either party may terminate this Agreement for convenience, without penalty or liability, upon providing the other

party with at least one hundred and eighty (180) days advance written notice of the intent to terminate this Agreement.

17. **Notices.** Any notices or communications required or permitted to be given pursuant to this Agreement for the purpose of administration of this Agreement and not for directing a particular law enforcement dispatch shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service, and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

If to the Sheriff:

Sheriff Wayne Ivey
Brevard County Sheriff's Office
700 Park Avenue
Titusville, Florida 32780

With a copy to:

Laura Moody, Esq.
Chief Legal Counsel
Brevard County Sheriff's Office
340 Gus Hipp Blvd.
Rockledge, Florida 32955

If to Melbourne Beach:

Beth Mascaro, Town Manager
Town of Melbourne Beach
507 Ocean Avenue
Melbourne Beach, Florida 32951

or such other address as shall have been furnished in writing to all of the parties in a like manner. Refusal of the mailing by any party shall be deemed to be received in writing for purposes of this Agreement.

18. **Attorneys Fees and Costs.** Should any action or suit be brought to interpret, enforce or seek damages relative to this Agreement, each party shall bear their own attorney's fees and costs, including all appellate proceedings.
19. **Authorization.** Melbourne Beach represents and warrants that this Agreement has been authorized and approved by the appropriate lawful action of the Town Commission of the Town of Melbourne Beach, Florida, at a duly noticed Town Commission Meeting.

20. **Filing of Copy of this Agreement.** In accordance with the provisions of Section 163.01(11), Florida Statutes, an original of this fully executed Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida.
21. **Severability.** To the extent any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this Agreement, and the validity and enforceability of the remainder of such provision and of this Agreement shall be unaffected, unless to do so would clearly violate the present legal and valid intention of the parties.
22. **Force Majeure.** The Sheriff shall not be responsible to Melbourne Beach for nonperformance or delay in performance of the terms or conditions of this Agreement due to acts of God, acts of governments, war, riots, strikes, accidents in transportation, or other causes beyond the reasonable control of the Sheriff.
23. **Non-Pledge of Ad Valorem Tax Revenues.** This Agreement shall not be interpreted as pledging *ad valorem* tax revenues as security for this Agreement, for the payment of damages incurred pursuant to this Agreement, for any indemnification, or otherwise.
24. **Headings.** The headings of Articles and paragraphs contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.
25. **Sunshine Law.** The Parties acknowledge that many of their communications and documentation pertaining to this Agreement may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this Agreement, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

If the Town of Melbourne Beach has questions regarding the application of Chapter 119 and 281, Florida Statutes, to the Town of Melbourne Beach duty to provide public records relating to this Agreement, the Board shall contact the Sheriff's Custodian of Records at 321-264-5214, Brevard County Sheriff's Office, Attention: Records, 700 Park Avenue, Titusville, Florida 32780.

Building Department Report
May 2021

- 62 permits issued
- Construction Value of the 62 permits totaled \$790,573.00
- Total Permit fees \$11,124.44
- 144 inspections completed
- 65 plans reviewed
- 1 Site Plan review for P&Z
- 2 BTR reviews
- 4 Vacation Rental inspections
- 0 new homes

Public Works Report
May 2021

- Bench on pier
- Trimmed tree Ryckman Park
- Relocated large rock to landscape by Exxon
- Cleared planter area base of Town sign
- Supervised mural on OP restrooms
- Cut vitek OP (ocean park)
- Replaced door closers on door PD and Town Hall
- Irrigation work various areas
- Trimmed sea grapes OP
- Placed drains in spots holding water OP
- Assisted Home School group with planting around Town Hall sign
- Placed stickers on all parking signs naming area parked in
- Mulch exercise area and behind pavilions/Christmas tree circle
- Bike symbols on roadways
- Lights installed in Ryckman Park
- Removed trees south end tennis
- Cleaned and trimmed storage lot
- Mounted hung flags for Memorial Day
- Accompanied Town Manager notified Orange residents ref. street construction
- Continued monitoring of Orange street construction - daily
- Swept OP parking lot
- Worked with FPL and was able to get the two large lights in Ryckman Park operating
- New sign at OP entrance identifying as pay to park
- Striping of streets continues
- Replaced drinking fountain Ryckman Park now has bottle filler
- Hang covers on bocci court
- Removed very large area of sea grapes Shannon ave. per PD request
- Repaired pot holes on Riverside
- Repaired stormwater inlet Riverside and Harlan
- Repaired stormwater inlet 400 block Riverside
- Marked and filled pothole Oak by BBT building
- Ground down sidewalk trip hazards (11)
- Constructed trash can enclosures OP
- Removed large area of grass growing from lawn over curve on Rosewood
- Began to identify dropping curb Redwood – discovered buried pipe
- Attempted to get permission from Brevard County Traffic Engineering to re-do Crosswalks
- Investigated use of speed humps



Melbourne Beach Police Department

Monthly Report

May 2021



In May, we had a total of 1 arrest for Battery- Domestic Violence, and 2 Capias were filed for Marijuana > 20 grams, Distribution, Synthetic Possession, and Paraphernalia.

House checks/residential and business checks are continued daily. The officers and I continue to be proactive as they conducted several "directed traffic enforcement details" throughout the town. Our radar trailers are also placed in various locations throughout the city to assist in deterring speeders.

We had several animal complaints/calls this month consisting of:

Turtle stuck in a crab trap

Dogs on the beach

Loose dogs

One of our areas of high-volume calls consists of Injured/Ill persons. These calls are unpredictable, and each of the officers is First Responder/CPR/AED certified and is first on the scene to provide medical treatment as necessary. Our agency assisted Brevard County Sheriffs Department with two death investigations.

All reports and calls for service are checked each day by either myself or a supervisor. Depending on the type of crime we have, procedures are in place to take the appropriate action to resolve the issue.

Community Event

Founders Day: This was my 19th year to cover Founders Day, and I must say that it went smoother than any other year prior. Thank you to all the officers and MBVFD for a great job keeping everyone safe. A special thank you to the Town Manager and Town staff for managing this event from the art vendors, bands, and food trucks.



MELBOURNE BEACH POLICE DEPARTMENT
Jason Hinchman
Sergeant

507 Ocean Ave, Melbourne Beach, FL 32951
Phone: (321) 723-4343 Fax: (321)725-3253



Monthly Report May 2021

- 05/01- Battery during Founder's Day in Ryckman Park. The victim signed a decline to prosecute and did not want to pursue charges.
- 05/01- Trespass warning issued. Male subject was issued a trespass warning in the 300 block of Ocean Ave.
- 05/01- Vehicle crash (2) vehicles in the area of Colony St and Oak St. No injuries were reported, and minor damage to both vehicles.
- 05/01- Vehicle crash (2) vehicles 200 block of Birch Ave. No injuries were reported, and minor damage to both vehicles.
- 05/08- Capias Request for narcotics possession a male in the 500 block of First Ave. Traffic stop for speeding on Riverside Dr.
- 05/11- Vehicle crash (3) vehicles in the area of Ave B and Oak Street. No injuries were reported on the scene. (2) vehicles were towed from the scene. Driver at fault issued a citation.
- 05/16- Criminal Mischief 1600 block of Atlantic St. Estimated amount of damage was \$3000.00. The case was closed out due to the property going through a civil hearing.
- 05/18- Trespass warning issued. The female subject was issued a trespass warning in the 300 block of Ocean Ave.
- 05/18- Vehicle crash between (2) vehicles at 1005 Atlantic St. No injuries were reported and both vehicles had minor damage. The driver at fault was issued a citation.
- 05/19- Criminal Mischief 1300 block of Atlantic St. victim's car had an estimated \$2000.00 worth of damage. The victim did not wish to press charges.
- 05/25- Vehicle crash (2) vehicles. One person was transported to the hospital. One vehicle was towed from the scene, and the other vehicle had minor damage. The driver at fault was issued a citation.

PD News

Our Summer Series PSA's will be posted on our FaceBook weekly throughout the summer. We have also begun to use video PSA's with the officers on Crosswalks, bike, ped laws, and turtle season awareness.

Cpl. Sadler and Officer Martin (Drone Pilots) teamed up with MBVFD for training. They practiced scenarios using the Drone and its specialty equipt deployable life vest in the Indian River and Ocean rescues.

The Melbourne Beach Police Officers and I are committed to community policing and keeping our town safe, which is our #1 priority.

Please see the attachments:

- Sergeant's monthly reports

Stay Safe, Chief Melanie Griswold

**MELBOURNE BEACH POLICE DEPARTMENT****Steven Kino****Sergeant****507 Ocean Ave, Melbourne Beach, FL 32951****Phone: (321) 723-4343****Fax: (321)725-3253****MEMORANDUM**

TO: LT. Smith

FROM: Sgt. Kino

RE: May Monthly Call Report

DATE: 05/31/2021

5/5- Fraud in the 500 block of Ocean Ave. A person had their check washed and it was cashed for a higher amount than what they wrote on it initially. Case was forwarded to the United States Postal Inspector for further investigation.

5/13- Traffic Crash in the 700 block of Atlantic St. A w/f was transported to the hospital after hitting a parked vehicle.

5/20- Traffic crash in the 1000 block of Atlantic St. V1 was backing out of their parking spot in front of V2. When V1 pulled forward, it struck the front bumper of V2 with their passenger side door. No injuries and both vehicles were driven away from the scene.

5/20- Domestic Battery in the 500 block of Colony St. A w/m was arrested for DV battery.

5/23- Battery in the 1000 block of Atlantic St. The victim originally signed a decline to prosecute, but decided he wanted to pursue charges. A Capias Request was completed and sent to the SAO for review.

5/28- Traffic crash in the area of Oak St. and Acacia Blvd. A vehicle failed to stop before striking the rear of a truck and pushing it into the rear of an SUV. The vehicle that caused the accident (V1) had airbag deployment, but the driver refused any further medical attention from BCFR while they were on scene. V1 was removed from the scene by a tow truck.



**Melbourne Beach
Vol. Fire Department**
507 Ocean Avenue
Melbourne Beach, FL 32951
(321)724-1736
FireChief@MelbourneBeachFL.org

FIRE DEPARTMENT MONTHLY REPORT

May 2021

Incident Response

For the month of May 2021, the Melbourne Beach Volunteer Fire Department responded to 17 calls for service. The average number of responding volunteer personnel per paged out call for the month was 10.

Breakdown:

- 8 Fire/Rescue 911 Calls (paged out)
- 1 Special Event Coverage
- 3 Medical Assists
- 1 Assist Other Agency
- 1 Public Assist
- 2 Vaccination Task Force Event
- 1 Fire Drill Standby

Notable Incidents

None – Routine Incidents Only

Department Membership

- Certified Firefighters: 16
- Support Services Personnel: 12
- Administrative Personnel: 3
- Probationary Personnel: 3

Notable Events

The Beachside Fire Chiefs Task Force (Indianalantic, Indian Harbor Beach, Satellite Beach, & Melbourne Beach) successfully held another 2 large scale vaccination events at its beachside COVID-19 vaccination site.

Deputy Chief John Miller & Safety Chief Dave Micka attended the SCFCA quarterly Operations Committee Meeting.

The Fire Department assisted with event coverage for Melbourne Beach's Founders Day event. The event was smooth and no incidents or first aids relating to the event were reported.

The Melbourne Beach Volunteer Fire Department, with support from the Volunteer Firefighters Association and Health First Training Center, hosted a CPR Instructor course. 3 Department volunteers attended and passed the course, bringing the total number of MBVFD certified CPR Instructors to 6.

In addition to the CPR Instructor course, a free community CPR course was held to help better prepare our friends and neighbors respond to instances of cardiac arrest.

On June 1st, the Melbourne Beach Rotary Club presented the Fire Department with a donation check for \$4,500 earmarked for supporting the Department's Marine Rescue Program. The Melbourne Beach Rotary Club raised this money during the 2021 Founders Day event. The Fire Department appreciates the continued support it receives from the Rotary Club and the hard work that it's volunteers put in for our community.

Grant Updates

The Department submitted a new FEMA AFG grant early in 2021 to assist in offsetting the cost of purchasing new radios for the Fire Department. At this point we are awaiting notification on if we were successful with this attempt.

Extractor Washer & Dryer (Capitol Item) Update

The overall project is moving forward, and the project is scheduled to be complete by June 20th, 2021. All major equipment has been installed and we are just waiting for a few small items and building/grounds improvements to be complete before the ribbon cutting ceremony. Members of all participating agencies attended a training session at the MBVFD, hosted by Menerva & MES, regarding machine operation and gear washing.

As mentioned previously, prices for the supplies, labor, and equipment have gone up significantly since the project was submitted back in 2020. The updated estimated cost for the project with the new prices has left the project budget approx. \$6000 short. The Melbourne Beach Volunteer Firefighters Association has agreed to step up and fund this additional unforeseen cost.

As mentioned previously, the Fire Department has partnered with 3 other local municipal fire departments to purchase an extractor style washer and rack dryer. To assist with the cost of the project, the Department submitted and was awarded a partial regional FEMA Assistance to Firefighters Grant in the amount of \$22,272. While this is not the full amount requested, it will certainly help offset the cost to the Town and to the other fire departments partnering in this project. A MOU between the participating municipalities was signed at the Commission Meeting in October.

Memo

To: Mayor, Vice Mayor and Commissioners
From: Jennifer Kerr, Finance Manager
Date: June 02, 2021
Re: May 2021

We are in the eight month of our fiscal year 2021. The target expenditure rate for April is 66.7%. All departments are managing their expenditures even though several budget lines are over the targeted expenditure rate. All budget items highlighted in green are over the target rate but within the anticipated spending of that budget line. All items highlighted in yellow are being monitored. Items highlighted in red are over expended. 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 63.7%. The Departmental expenditure rate breakdown is as follows:

Legislative:	60.8%
Executive:	71.0%
Finance:	74.8%
Legal:	55.1%
Comp & Plan:	37.4%
General Services:	54.5%
Law Enforcement:	67.9%
Fire:	49.6%
Code:	63.1%
Public Works:	66.5%
Parks:	73.2%
Ocean & Ryckman Parks:	49.6%

Discussion Items:

The Town received a Re-employment Rate Tax Refund of \$1,191 due to the COVID Pandemic. These funds were put back into the payroll SUTA fund account.