



# **TOWN OF MELBOURNE BEACH**

## **TOWN COMMISSION REGULAR MEETING**

**AUGUST 18, 2021**

**AGENDA PACKET**



**Town of Melbourne Beach**  
**REGULAR TOWN COMMISSION MEETING**  
**AUGUST 18, 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 August 18, 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****2. Roll Call****3. Pledge of Allegiance and Moment of Silence****4. Presentations**

- A. Presentation of Citizen of the Year
- B. Fire Department Promotional Ceremony

**5. Boards and Committees****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 the July 7, 2021 TCW Draft Minutes – Town Clerk Torres
- B. Approval of the July 21, 2021 RTCM Draft Minutes – Town Clerk Torres
- C. Site Plan Approval for 902 Oak Street

**9. Public Hearings**

- A. Second Reading of Ordinance 2021-03 Related to Removing any Potential Prohibition or Limit of the Sale, Purchase, Transfer, Distribution, Display, Possession, or Exchange of any Weapon During a Civil Emergency – Town Attorney Repperger

**10. Old Business**

- A. Review Budget Changes – Town Manager Mascaro
- B. Consideration of Town Parking Stickers for Non-Residents - Town Manager Mascaro

**11. New Business**

- A. Confirm Qualified Candidates and Nominate to The Town Commission – Town Clerk Torres
- B. Research Painting of Crosswalks – Mayor Hoover
- C. Discussion of Town Leadership - Commissioner Walters



- D. Contract Renewal for James Moore & Co., P.L. – Town Manager Mascaro
- E. Consideration of Parks Board Schedule of Events & Logo - Town Manager Mascaro
- F. Consideration of request from Planning & Zoning Board to Research Code Changes – Town Manager Mascaro
- G. Appointment of Conflict Legal Counsel for Code Enforcement Case 2020-CE-198 – Town Attorney Repperger
- H. Resolution 2021-05 – Budget Amendment – Finance Manager Kerr
- I. Resolution 2021-06 – Addition of Application Amendment Fee to the Town of Melbourne Beach Fee Schedule – Town Clerk Torres
- J. Proposed Updates to Town of Melbourne Beach Code of Ordinances as it pertains to Fire Protection – Fire Chief Brown
- K. Consideration of contracting a landscaping company – Public Works Director Davis

**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:** August 18, 2021

**Subject:** Citizen of the Year Award

**Submitted By:** Town Clerk Torres

**Background Information:**

Announcement of the Annual Town of Melbourne Beach Citizen of the Year

**Recommendation:**

To be announced at the August 18, 2021 RTCM

.

**Attachments:**

- None

## **Town Commission Agenda Item**

**Section:** Presentations

**Meeting Date:** August 18, 2021

**Subject:** Fire Department Promotional Ceremony

**Submitted By:**

### **Background Information:**

Fire Chief Gavin Brown will present Fire 1 Firefighter status to a new class during this Fire Department Promotional Ceremony.

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### **Attachments:**

- None

## **Town Commission Agenda Item**

**Section:** Consent Agenda

**Meeting Date:** August 18, 2021

**Subject:** July Draft Commission Minutes

**Submitted By:** Town Clerk Torres

**Background Information:**

- Approval of the July 7, 2021 TCW Draft Minutes
- Approval of the July 21, 2021 RTCM Draft Minutes
- Site Plan Approval for 902 Oak Street (approved by the Planning & Zoning Board during their August 3, 2021 Meeting.

**Recommendation:**

Approve July Draft Commission Minutes

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**Attachments:**

- July 7, 2021 TCW Draft Minutes
- July 21, 2021 RTCM Draft Minutes
- Site Plan for 902 Oak Street.

Owner: Timothy B. Kesecker  
Timothy.kesecker@gmail.com  
304-620-6357  
Property: 902 Oak St., Melbourne Beach FL 32951  
To: City of Melbourne Beach  
Subject: Site Plan Narrative Description of Proposed Improvements and Demolition

I purchased the property on March 5, 2021 from Thijs Stelling.

I am working with Bryan Shalamian and Chad Giesen of BC Reno Group to design and build a 2 story, key west style home (complimentary to the surrounding residential, commercial, and public buildings) on the property at 902 Oak St to be my primary residence.

After reviewing and analyzing access points to the lot relative to Avenue A and Oak St/A1A, I have decided to design my access to the property from Avenue A and not use the existing cut outs from Oak St/A1A as depicted on the site plan. I think this will support a much safer traffic situation relative to my property, the neighboring gas station, and the considerable traffic on Oak St/A1A.

The first floor of the home will be a 4-car garage with access from Avenue A into the west side of the home with a dedicated work shop area on the east side facing Oak St/A1A. The second story of the home will be approximately 2,000 sq ft of living with 2 bedrooms and 2 bathrooms on the west side, primary living/kitchen on the east side, and a large balcony running the length of the home on the east side facing Oak St/A1A. Access to the home will be from outside stairs both on the north and south side of the home up to the balcony.

I intend to keep the existing concrete pad/parking area adjacent to Avenue A (will likely need major repairs and/or replacement), as well as continue the concrete barrier/wall that already exists on the south and west sides of the property such that the perimeter of the property is completed consistent with the existing structure.

As represented on the plans, I also intend to have an Accessory Structure/Cabana on the south side of the property adjacent to the gas station. This structure will be used as a covered pavilion for outside activities (cooking, picnic tables, entertaining). I plan to have a paver patio/fire pit area connecting the home and the cabana.

As represented on the plans, I have extended the driveway from Avenue A south to connect to the Cabana for the potential purpose of storing an additional vehicle or boat trailer.

I believe everything on the plans are compliant to the codes/regulations defined in the following:

- a) Ordinance NO. 2019-06
- b) Ordinance NO. 2020-03
- c) 7A-33 3RS Single-Family Residential District
- d) 7A-57 Accessory Structures

Please let me know if you have any questions.

Thanks, Tim



# TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

## Site Plan Review

### Applicable Codes

**Town of Melbourne Beach Land Development Code  
2020 Florida Building Code**

**Date:** July 22, 2021  
**Owner:** KESECKER, TIMOTHY BOYD  
**Owner Address:** 902 OAK ST, MELBOURNE BEACH, FL  
**Site Address:** 902 OAK ST, MELBOURNE BEACH, FL  
**Parcel ID:** 28-38-07-FW-I-1  
**Zoning:** 3RS

**Proposed Project:** New Single Family Dwelling. Drainage will be reviewed by Town Engineer.

**References:** Town of Melbourne Beach Code of Ordinances: 7A-33, Ordinance 2019-06

**Proposed Project:** New single-family dwelling

**References:** Town of Melbourne Beach Code of Ordinances: 7A-33

**Request:** Approval by Planning and Zoning Board, Town Commission for construction of a new single-family dwelling.

**Staff Review:** The property lies in Zoning District 3RS

- 1). Project is a single-family dwelling as a principle use. This is a vacant lot. Trees may be removed and a landscape plan is provided.
- 2). The Building Lot Zoning District requirements of min. lot area, width and depth.  
 Lot area is 19,500 sq. ft. min. 10,000 sq. ft.  
 Lot width is 130 ft. min. 90 ft.  
 Lot depth is 150 ft. min. 100 ft.
- 3). Lot coverage has a maximum of 30% for principle structure.  
 Lot coverage per plan is 12.8 % Footprint of Primary Structure is 2,500 sq. ft.  
 Max allowed for Primary Structure is 5,850 sq. ft. for Lot Area of 19,500 sq. ft.  
 Minimum pervious area per lot is 30%. Pervious area is 58.6%
- 4). Structure maximum height for zoning district is 28 ft.  
 The proposed height provided is 27' 7".  
 Flood Zone X

**5). Zoning District Setback requirements**

**Proposed Primary Structure Front Setback 28' 4" (min. 25 ft.)**  
**Proposed Primary Structure West Side Setback 45' (min. 15 ft.)**  
**Proposed Primary Structure Rear Setback 72' 3" (min. 25 ft.)**  
**Proposed Primary Structure Side Corner Setback 35' (min 25 ft.)**  
**Proposed Accessory Structure Rear Setback 15' (min 15 ft.)**  
**Proposed Accessory Structure Corner Side setback 40'**  
**Proposed Accessory Structure West Side setback 50'**

**6). Sediment and Erosion control measures shall be met and approved by the Building Official in accordance with the Town of Melbourne Beach Code of Ordinances (27-28) and Florida Building Code (3307.1).**

**7). On-site Storm water Retention Control measures shall be met and approved by the Building Official in accordance with the Town of Melbourne Beach Code of Ordinances (27-28) and the Florida Building Code (3307.1). Town Engineer will submit a review of drainage per Ordinance 2019-06. Town Engineer will be required for final inspection before a Certificate of Occupancy may be issued as per Ordinance 2019-06. Minimum Landscaping Standards shall be met.**

**Based on the above review, I find the proposed site plan for the referenced property is in compliance with The Town of Melbourne Beach Code of Ordinances.**

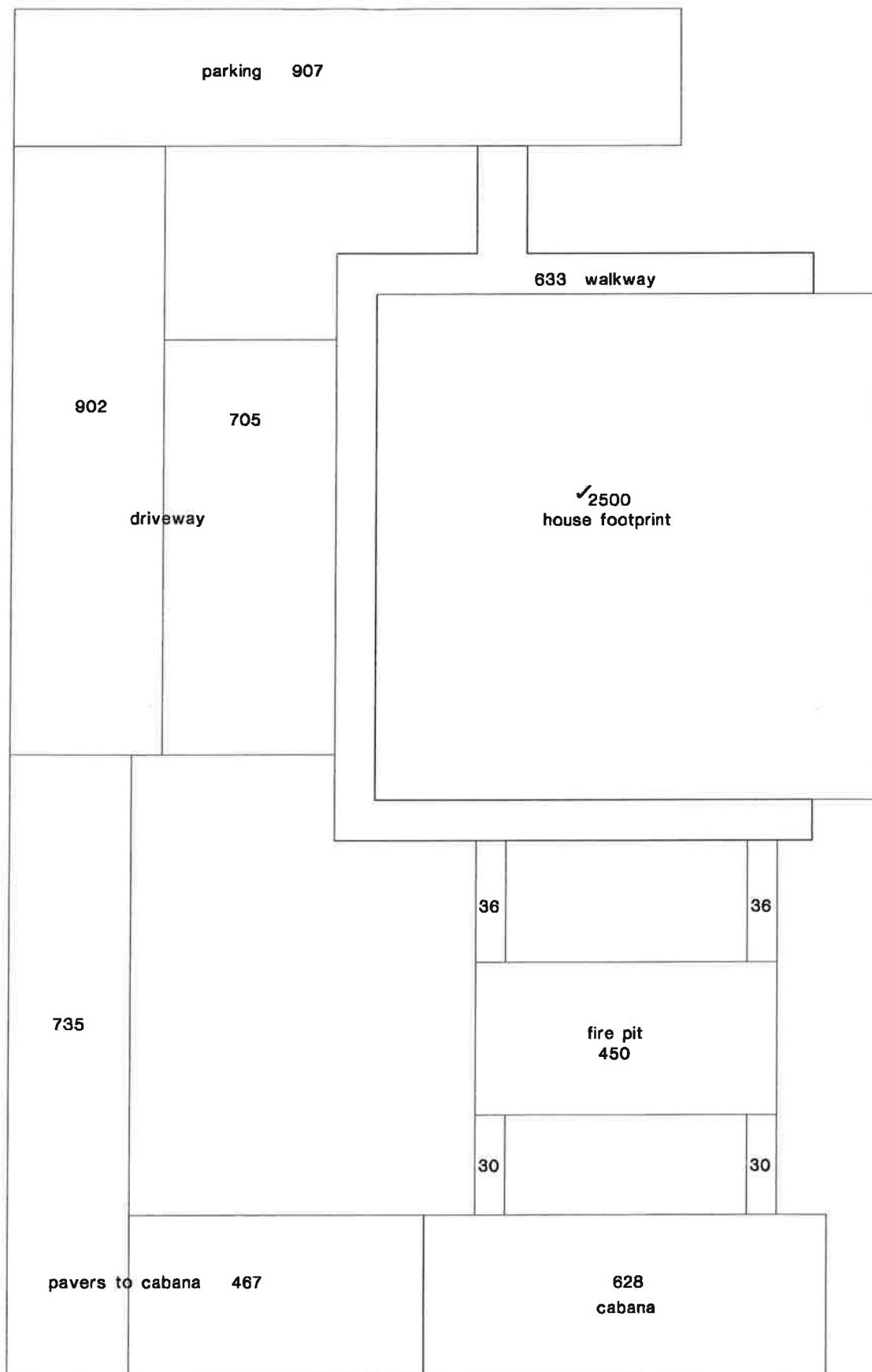


**John Stone**  
**Building Official**



**902 Oak**

<b>IMPERVIOUS</b>		<b>PERVIOUS</b>	
Primary Structure	2500	Shed space	
Pool		Open areas	11441
Decks	582	Other	
Driveway	1607		
Accessory Bldg	628		
Concrete areas	907	<b>TOTAL PERVIOUS</b>	<b>11441</b>
Pavers areas	1835		
Other			
<b>TOTAL IMPERVIOUS</b>	<b>8059</b>		
		<b>Lot Total Sq Footage</b>	<b>19,500</b>
		<b>TOTAL % PERVIOUS</b>	<b>0.586718</b>



Lot Coverage Total 8059 SF



JUL 19 '21 AM 9:2

# **B.S.E. CONSULTANTS, INC.**

Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.  
President

Hassan Kamal, P.E.  
Vice President

July 19, 2021

**Via E-mail**

Ms. Beth Crowell  
Town of Melbourne Beach  
507 Ocean Avenue  
Melbourne Beach, FL 32951  
E-mail address: building@melbournebeachfl.org

**Re: Site Plan Review – Drainage Plans for 902 Oak St.  
B.S.E. File #11440.100.05**

Dear Beth:

We have reviewed the Site Plan for the above referenced project, Sheet Number C1.0, prepared by Bowman, dated July 1, 2021. We offer the following comments:

1. This submittal was well done and we recommend approval as submitted.

Should you have any questions, feel free to contact me.

Very truly yours,

***Scott M. Glaubitz, P.E., P.L.S.***

Scott M. Glaubitz, P.E., P.L.S.  
President  
B.S.E. Consultants, Inc.

SMG/kd  
11440.100.05.town.corr.21-s5107.july

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# STORMWATER MANAGEMENT REPORT

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FOR

**Kesecker Residence**

Melbourne Beach, FL

July 1, 2021



Digitally signed by Angie Vitter  
DN: E=avitter@bowmanconsulting.com,  
CN=Angie Vitter, O=Bowman Consulting  
Group, L=Melbourne, S=Florida, C=US  
Location: Melbourne, FL  
Reason: This item has been digitally  
signed & sealed by Angelena N. Vitter,  
P.E. on the date indicated here. Printed  
copies of this document are not  
considered signed & sealed and the  
signature must be verified on any  
electronic copies.  
Contact Info: 321-255-5434  
Date: 2021.07.01 13:19:14-04'00'

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**Angelena N. Vitter, P.E.**

Florida License No. 62950

**Bowman**

Board of Professional Engineers –  
Certificate of Authorization No. 30462

PROJECT #010891-01-001

**Stormwater Management Report***Kesecker Residence, Melbourne Beach, FL***Project Information**

This project is the construction of a single-family residence in the Town of Melbourne Beach. This Stormwater Management Report and the Drainage Site Plan, included separately, are specifically performed to meet the Town of Melbourne Code 3A-80 for a substantial modification to an existing residential lot that is to retain the first 8 inches of runoff from a 10-year/24 hour storm event.

**Site Conditions***Existing Conditions*

The 0.45-acre project area is currently a demolished single-family residence with direct stormwater runoff to surrounding roads. No stormwater features exist on-site.

*Proposed Conditions*

The proposed improvements include the construction of a single-family home, along with associated utilities, outdoor cabana, pavement and paver areas, and a dry retention area.

*Water Table & Soils*

As contained in the Appendix, per the USDA NRCS Web Soil Survey, the predominant soil type at the site is generally classified as Canaveral-Palm Beach-Urban land complex. This soil classification generally lists the soils as excessively drained with a Hydrologic Soil Group Classification (HSG) of "A". The Town of Melbourne had a geotechnical investigation performed as part of FY2011 Basins 1, 3, 5, 6, 8, 9, and 11 Stormwater Drainage Improvements Project in 2012, performed by Universal Engineering Services. This report included a soil boring near the project, Boring B-5, and information on water table and infiltration rates. Per this report, the seasonal high water table (SHWT) is approximately 1 foot above observed water level. The observed water level in Boring 5 was 4.8' below ground; therefore, the approximate SHWT elevation is 3.8' below ground. The average ground elevation on this property is 10.5' NAVD88; therefore, the SHWT is 6.7' NAVD88. For conservativeness, it was assumed that the SHWT is 7.0' NAVD88. Hydraulic conductivity testing of Boring 5 resulted in a vertical permeability rate of 23.2 ft/day and a horizontal permeability rate of 28 ft/day. A safety factor of 2 was used in the modeling of the infiltration potential below the proposed retention facility by dividing these rates in half.

*FEMA Flood Information*

This site is in Flood Zone X per the FEMA FIRM Map 12009C0608H effective January 29, 2021.

*Vertical Datum*

Elevations presented herein are given in feet (ft) and based on the National American Vertical Datum of 1988 (NAVD88).

**Stormwater Management Report***Kesecker Residence, Melbourne Beach, FL***Proposed Land Use Data**

Land Use	Area (sq-ft)	Area (ac)	%	CN
Building	2,000	0.046	10.2%	98
Cabana	640	0.015	3.3%	98
Pavement	4,149	0.095	21.2%	98
Pavers	1,296	0.030	6.6%	80
Pervious	11,466	0.263	58.7%	39
Total	19,551	0.45	100%	62.2

**Dry Retention Pond Stage – Storage Data**

Elevation (ft-NAVD88)	Area (sq-ft)	Area (ac)	Inc. Storage (ac-ft)	Total Storage (ac-ft)
8.0	428	0.010	0.0	0.0
9.0	1,094	0.025	0.0175	0.0175
10.0	2,760	0.063	0.0442	0.062

**Water Quality**

Per Town of Melbourne Code 3A-80, the runoff volume from an 8-inch rainfall depth 10 year – 24 hour design storm is retained and infiltrated into the soil, which is 5,832 sq-ft of runoff volume for this project. Refer to the ICPR4 calculations in the Appendix.

**Water Quantity**

Per Town of Melbourne Code 3A-80, the runoff volume from an 8-inch rainfall depth 10 year – 24 hour design storm is retained and infiltrated into the soil with a peak stage occurring in the dry retention pond of 9.98' NAVD88. The top of bank is proposed at elevation 10.0' NAVD88; therefore, this design storm is fully retained on-site as required by Code. Refer to the ICPR4 calculations in the Appendix.



## Stormwater Management Report

*Kesecker Residence, Melbourne Beach, FL*

### Appendix

**Stormwater Management Report**

*Kesecker Residence, Melbourne Beach, FL*

**Maps**

























**Stormwater Management Report***Kesecker Residence, Melbourne Beach, FL***Aerial Location Map**

Kesecker Residence, Melbourne Beach, FL





## MAP LEGEND

<b>Area of Interest (AOI)</b>		<b>C</b>
	Area of Interest (AOI)	
<b>Soils</b>		<b>C/D</b>
<b>Soil Rating Polygons</b>		<b>D</b>
	A	<input type="checkbox"/>
	A/D	<input type="checkbox"/>
	B	<input type="checkbox"/>
	B/D	<input type="checkbox"/>
	C	<input type="checkbox"/>
	C/D	<input type="checkbox"/>
	D	<input type="checkbox"/>
	Not rated or not available	<input type="checkbox"/>
<b>Soil Rating Lines</b>		
	A	
	A/D	
	B	
	B/D	
	C	
	C/D	
	D	
	Not rated or not available	
<b>Soil Rating Points</b>		
	A	
	A/D	
	B	
	B/D	

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

**Warning:** Soil Map may not be valid at this scale.  
Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Brevard County, Florida  
Survey Area Data: Version 20, Jun 8, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 8, 2014—Mar 16, 2014

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
25	Canaveral-Palm Beach-Urban land complex	A	0.9	100.0%
<b>Totals for Area of Interest</b>			<b>0.9</b>	<b>100.0%</b>

### Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

### Rating Options

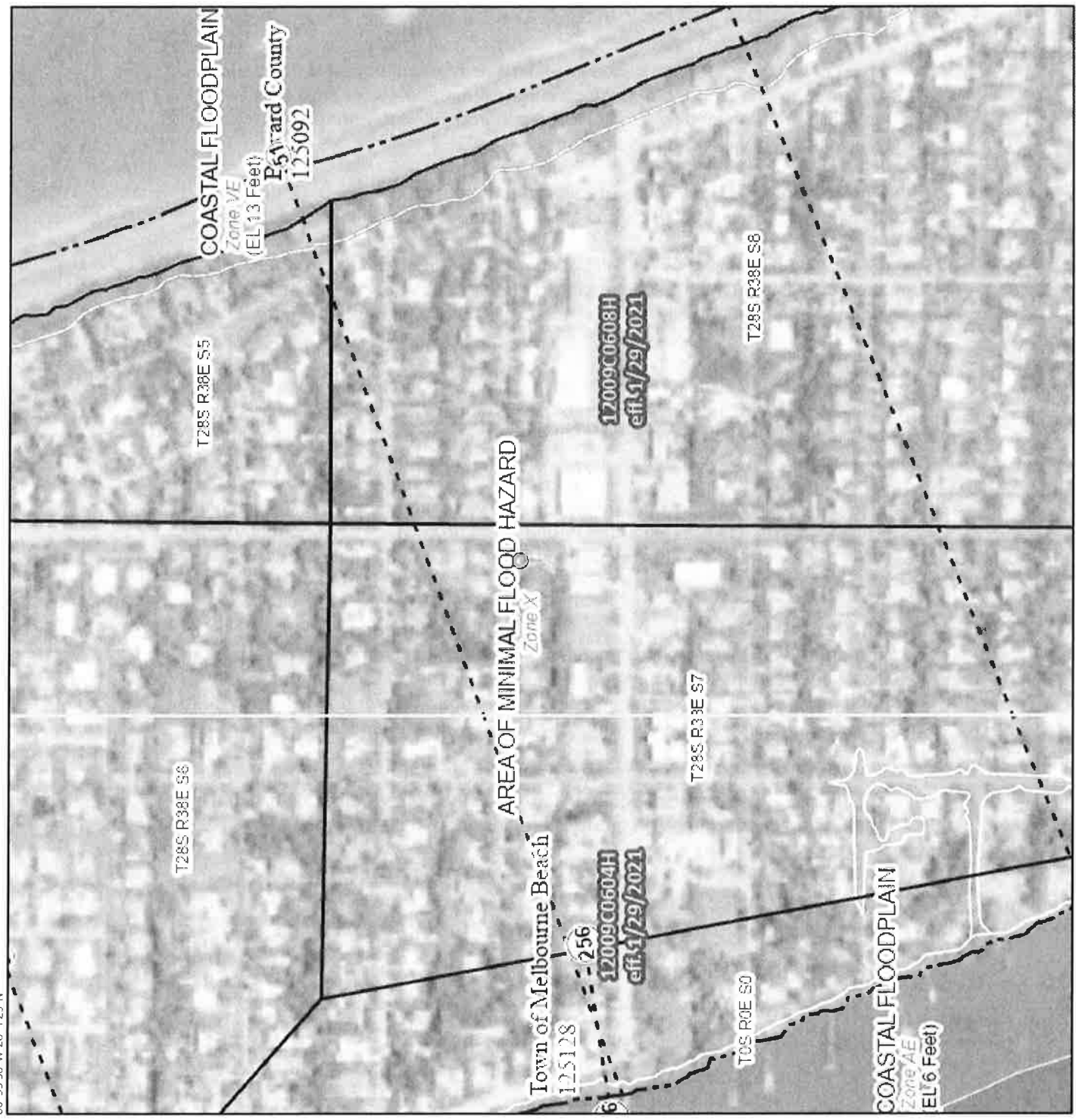
*Aggregation Method: Dominant Condition*

*Component Percent Cutoff: None Specified*

# National Flood Hazard Layer FIRMette



80°33'58"W 28°42'25"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

**SPECIAL FLOOD HAZARD AREAS**

Without Base Flood Elevation (BFE)  
Zone A, V, AE  
With BFE or Depth Zone AE, AO, AH, VE, X  
Regulatory Floodway

25

**OTHER AREAS OF FLOOD HAZARD**

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X  
Future Conditions 1% Annual Chance Flood Hazard Zone X  
Area with Reduced Flood Risk due to Levee, See Notes, Zone X  
Area with Flood Risk due to Levee Zone D

**OTHER AREAS**

NO SCREEN  
Area of Minimal Flood Hazard Zone X  
Effective LOMRS  
Area of Undetermined Flood Hazard Zone X

**GENERAL STRUCTURES**

Channel, Culvert, or Storm Sewer  
Levee, Dike, or Floodwall

**OTHER FEATURES**

20.2 Cross Sections with 1% Annual Chance  
17.5 Water Surface Elevation  
8 Coastal Transect  
Base Flood Elevation Line (BFE)  
Limit of Study  
Jurisdiction Boundary  
Coastal Transect Baseline  
Profile Baseline  
Hydrographic Feature

**MAP PANELS**

Digital Data Available  
No Digital Data Available  
Unmapped



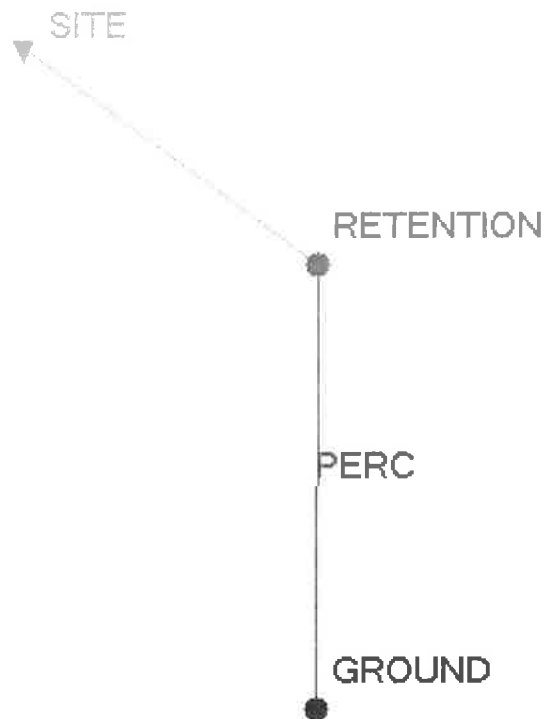
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/1/2021 at 12:00 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

**ICPR4 Calculations**

**Post Development ICPR4 Network Map**

## Kesecker Residence Melbourne Beach, FL - INPUT REPORT

1

## Simple Basin: SITE

Scenario: Post Development  
 Node: RETENTION  
 Hydrograph Method: NRCS Unit Hydrograph  
 Infiltration Method: Curve Number  
 Time of Concentration: 10.0000 min  
 Max Allowable Q: 0.00 cfs  
 Time Shift: 0.0000 hr  
 Unit Hydrograph: UH484  
 Peaking Factor: 484.0  
 Area: 0.4500 ac  
 Curve Number: 62.2  
 % Impervious: 0.00  
 % DCIA: 0.00  
 % Direct: 0.00  
 Rainfall Name:

Comment:

## Node: GROUND

Scenario: Post Development  
 Type: Time/Stage  
 Base Flow: 0.00 cfs  
 Initial Stage: 7.00 ft  
 Warning Stage: 7.00 ft  
 Boundary Stage:

Comment:

## Node: RETENTION

Scenario: Post Development  
 Type: Stage/Area  
 Base Flow: 0.00 cfs  
 Initial Stage: 8.00 ft  
 Warning Stage: 10.00 ft

Stage [ft]	Area [ac]	Area [ft2]
8.00	0.0100	436
9.00	0.0250	1089
10.00	0.0630	2744

Comment:



## Percolation Link: PERC

Scenario:	Post Development	Surface Area Option:	Vary Based on Stage/Area Table
From Node:	RETENTION		
To Node:	GROUND	Vertical Flow Termination:	Horizontal Flow Algorithm
Link Count:	1	Perimeter 1:	340.00 ft
Flow Direction:	Both	Perimeter 2:	420.00 ft
Aquifer Base Elevation:	3.50 ft	Perimeter 3:	1200.00 ft
Water Table Elevation:	7.00 ft	Distance P1 to P2:	50.00 ft
Annual Recharge Rate:	0 ipy	Distance P2 to P3:	250.00 ft
Horizontal Conductivity:	14.000 fpd	# of Cells P1 to P2:	5
Vertical Conductivity:	11.600 fpd	# of Cells P2 to P3:	25
Fillable Porosity:	0.200		
Layer Thickness:	1.00 ft		

Comment:

## Simulation: 10YR-24HR

Scenario: Post Development  
Run Date/Time: 6/30/2021 3:23:04 PM  
Program Version: ICPR4 4.07.04

## General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

## Output Time Increments

## Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

## Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

## Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
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## Kesecker Residence Melbourne Beach, FL - INPUT REPORT

3

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

## Restart File

Save Restart: False

## Resources &amp; Lookup Tables

## Resources

Rainfall Folder:  
Reference ET Folder:  
Unit Hydrograph  
Folder:

## Lookup Tables

Boundary Stage Set:  
Extern Hydrograph Set:  
Curve Number Set:  
  
Green-Ampt Set:  
Vertical Layers Set:  
Impervious Set:  
Roughness Set:  
Crop Coef Set:  
Fillable Porosity Set:  
Conductivity Set:  
Leakage Set:

## Tolerances &amp; Options

Time Marching: SAOR  
Max Iterations: 6  
Over-Relax Weight: 0.5 dec  
Fact:  
dZ Tolerance: 0.0010 ft  
  
Max dZ: 1.0000 ft  
Link Optimizer Tol: 0.0001 ft  
  
Edge Length Option: Automatic  
  
Dflt Damping (2D): 0.0050 ft  
Min Node Srf Area: 100 ft2  
(2D):  
Energy Switch (2D): Energy

IA Recovery Time: 24.0000 hr  
ET for Manual Basins: False  
  
Smp/Man Basin Rain: Global  
Opt:  
OF Region Rain Opt: Global  
Rainfall Name: ~FLMOD  
Rainfall Amount: 8.00 in  
Storm Duration: 24.0000 hr  
  
Dflt Damping (1D): 0.0050 ft  
Min Node Srf Area: 100 ft2  
(1D):  
Energy Switch (1D): Energy

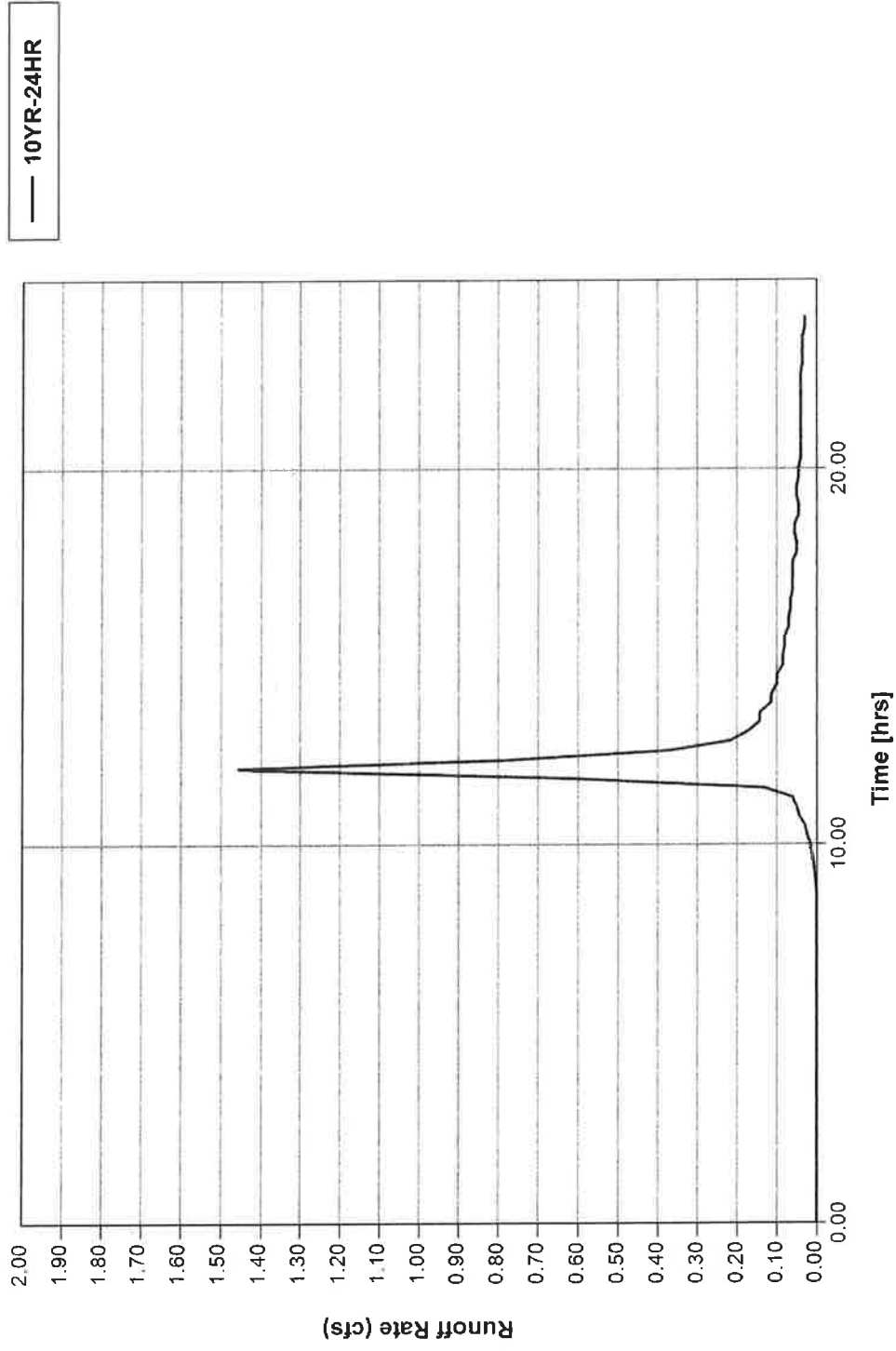
Comment:

## Kesecker Residence Melbourne Beach, FL - RESULTS REPORT

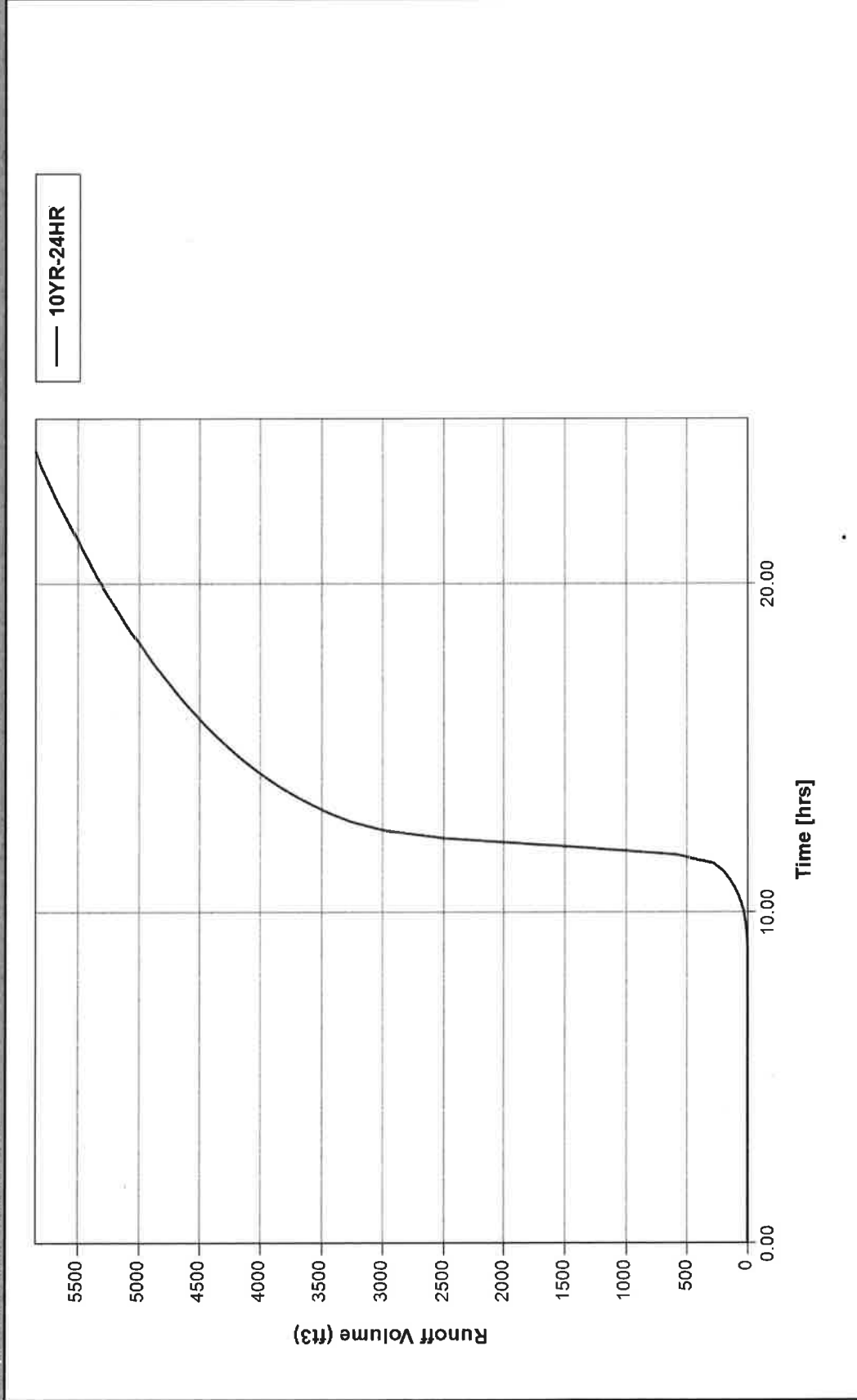
## Simple Basin Runoff Summary [Post Development]

Basin Name	Sim Name	Max Flow [cfs]	Time to Max Flow [hrs]	Total Rainfall [in]	Total Runoff [in]	Area [ac]	Equivalent Curve Number	% Imperv	% DCIA
SITE	10YR-24HR	1.45	12.0333	8.00	3.58	0.4500	62.2	0.00	0.00

Simple Basin Runoff Rate: SITE [Post Development]



Simple Basin Runoff Volume: SITE



## Kesecker Residence Melbourne Beach, FL - RESULTS REPORT

4

## Node Max Conditions [Post Development]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
GROUND	10YR-24HR	7.00	7.00	0.0000	0.15	0.00	0

## Node Max Conditions [Post Development]

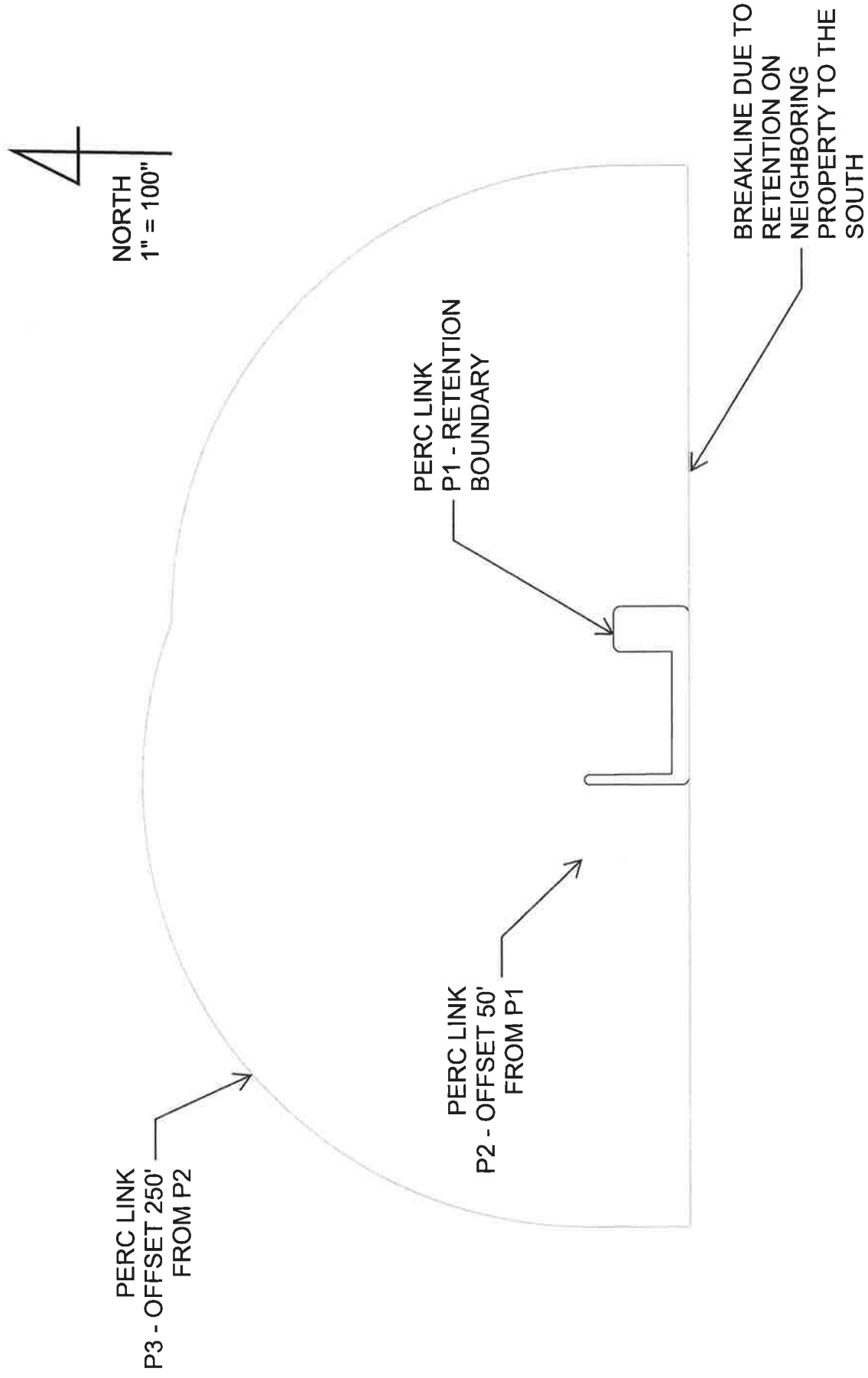
Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
RETENTION	10YR-24HR	10.00	9.98	0.0010	1.45	0.15	2706

## Link Min/Max Conditions [Post Development]

Link Name	Sim Name	Max Flow [cfs]	Min Flow [cfs]	Min/Max Delta Flow [cfs]	Max Us Velocity [fps]	Max Ds Velocity [fps]	Max Avg Velocity [fps]
PERC	10YR-24HR	0.15	0.00	0.00	0.00	0.00	0.00

# PERCOLATION LINK PERIMETERS FOR ICPR INPUT MAP

35



**Bowman**

**Pertinent Excerpts from Geotechnical Investigation**

**from Town of Melbourne 2012 Project**





**UNIVERSAL ENGINEERING SCIENCES**

**LIMITED SUBSURFACE EXPLORATION**

FY 2011 Stormwater Drainage Improvements  
Town of Melbourne Beach, Florida  
Universal Project No. 0330.1200095.0000

September 11, 2012

**PREPARED FOR:**

Jones Edmunds & Associates, Inc.  
3910 South Washington Avenue  
Suite 210  
Titusville, Florida 32780

**PREPARED BY:**

Universal Engineering Sciences, Inc.  
820 Brevard Avenue  
Rockledge, Florida 32955  
(321) 638-0808

Consultants in: Geotechnical Engineering \* Environmental Engineering \* Construction Material Testing \*  
Offices in: Fort Pierce \* Rockledge \* Daytona \* St. Augustine \* Orlando \* Gainesville \* Fort Myers \*  
West Palm Beach \* Jacksonville \* Palm Coast \* Hollywood \* Leesburg \* Miami \* Ocala \*  
Pensacola \* Sarasota \* Tampa \* and Atlanta, GA



⊕ Approximate Boring Location

● Approximate Core Locations



FY11 STORMWATER DRAINAGE IMPROVEMENTS  
MELBOURNE BEACH, FLORIDA

BORING LOCATION PLAN-CENTRAL SECTION

DRAWN BY: SF	DATE: 8/28/2012	CHECKED BY: BF	DATE: 8/28/2012
SCALE: 1"=400'	PROJECT NO: 0330.1200086.0000	REPORT NO:	PAGE NO: Figure No.: 2

## **10.0 GROUNDWATER CONDITIONS**

### **10.1 EXISTING GROUNDWATER CONDITIONS**

We measured the water levels in the recent auger borings on August 20, 2012 after the groundwater had sufficient time to stabilize. The groundwater levels are shown on the attached boring logs. The groundwater level depths ranged from 3.3 feet to 9.8 feet bls at the boring locations. Fluctuations in groundwater levels should be anticipated throughout the year, primarily due to seasonal variations in rainfall, surface runoff, and other factors that may vary from the time the borings were conducted.

### **10.2 TYPICAL WET SEASON HIGH GROUNDWATER LEVEL**

The typical wet season high groundwater level is defined as the highest groundwater level sustained for a period of 2 to 4 weeks during the "wet" season of the year, for existing site conditions, in a year with average normal rainfall amounts. Based on historical data, the rainy season in Brevard County, Florida is between June and October of the year. In order to estimate the wet season water level at the boring locations, many factors are examined, including the following:

- a. Measured groundwater level
- b. Drainage characteristics of existing soil types
- c. Season of the year (wet/dry season)
- d. Current & historical rainfall data (recent and year-to-date)
- e. Natural relief points (such as lakes, rivers, swamp areas, etc.)
- f. Man-made drainage systems (ditches, canals, etc.)
- g. Distances to relief points and man-made drainage systems
- h. On-site types of vegetation
- i. Area topography (ground surface elevations)

Groundwater level readings were taken on August 20, 2012. According to data from the Southeast Regional Climate Center and the National Weather Service, the total rainfall in central Brevard County between August 1, 2012 and August 20, 2012 was 1.7 inches, approximately 3.3 inches below the normal for this period in August. The year to date rainfall

however, that peak stage elevations immediately following various intense storm events, may be somewhat higher than the estimated typical wet season high levels.

## **10.0 LABORATORY RESULTS**

### **11.1 PARTICLE SIZE ANALYSIS**

The soil samples submitted for analysis were classified as fine sands [SP]. The percentage of soil sizes passing the #200 sieve size are shown on the boring logs at the approximate depth sampled.

**11.2 PERMEABILITY TESTS**

Soil permeability is a measure of the soil's ability to allow water flow through it under saturated conditions. Permeability is a function of the grain size and sorting of the entire soil mass. According to the National Soil Survey Handbook, 1993 Edition, published by the U.S. Department of Agriculture, permeability rates can be expressed in the following classes:

Permeability Class	Permeability K (in/hr)
Extremely Slow	0.0 – 0.01
Very Slow	0.01 – 0.06
Slow	0.06 – 0.2
Moderately Slow	0.2 – 0.6
Moderate	0.6 – 2.0
Moderately Rapid	2.0 – 6.0
Rapid	6.0 – 20.0
Very Rapid	> 20.0

Most "clean" fine sands [SP] typically exhibit moderately rapid to very rapid permeabilities. Fine sands with silt or clay [SP-SM or SP-SC] can usually be considered to have slow to moderately slow permeabilities; while silty sand [SM], clayey sands [SC], silts [ML] and clays [CL] are typically within the extremely slow to slow class.

The results obtained from our laboratory vertical permeability tests of samples from B1, B2, B6 and B10, where K is the coefficient of permeability, are displayed in Table III below.

**TABLE V  
PERMEABILITY TEST RESULTS**

Boring Location	Soil Type	Sample Depth (feet)	Permeability Rate K (in/hr)	Permeability Class
B1	Fine sands [SP]	Vertical @ 2½ - 3	32.9	Very Rapid
B1	Fine sands [SP]	Horizontal @ 2½	25.6	Very Rapid
B2	Fine sands, trace broken shell & gravel (fill) [SP]	Vertical @ 2½ - 3	6.8	Rapid
B2	Fine sands, trace broken shell & gravel (fill) [SP]	Horizontal @ 2½	19.9	Rapid
			---	
B5	Fine sands [SP]	Horizontal @ 2½	28.0	Very Rapid



# UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 0330.120095.0000

REPORT NO.:

APPENDIX: A

PROJECT: Melbourne Beach FY 11 Stormwater Drainage Improvements

BORING DESIGNATION:

SHEET: 1 of 1

SECTION: TOWNSHIP: SOUTH

RANGE: EAST

Melbourne, Florida

CLIENT: JONES EDMUNDS &amp; ASSOCIATES, INC.

G.S. ELEVATION (ft):

DATE STARTED: 8/17/12

LOCATION: SEE EXPLORATION LOCATION PLAN

DATE FINISHED: 8/17/12

REMARKS:

DATE OF READING: 8/20/2012

DRILLED BY: PM, PG

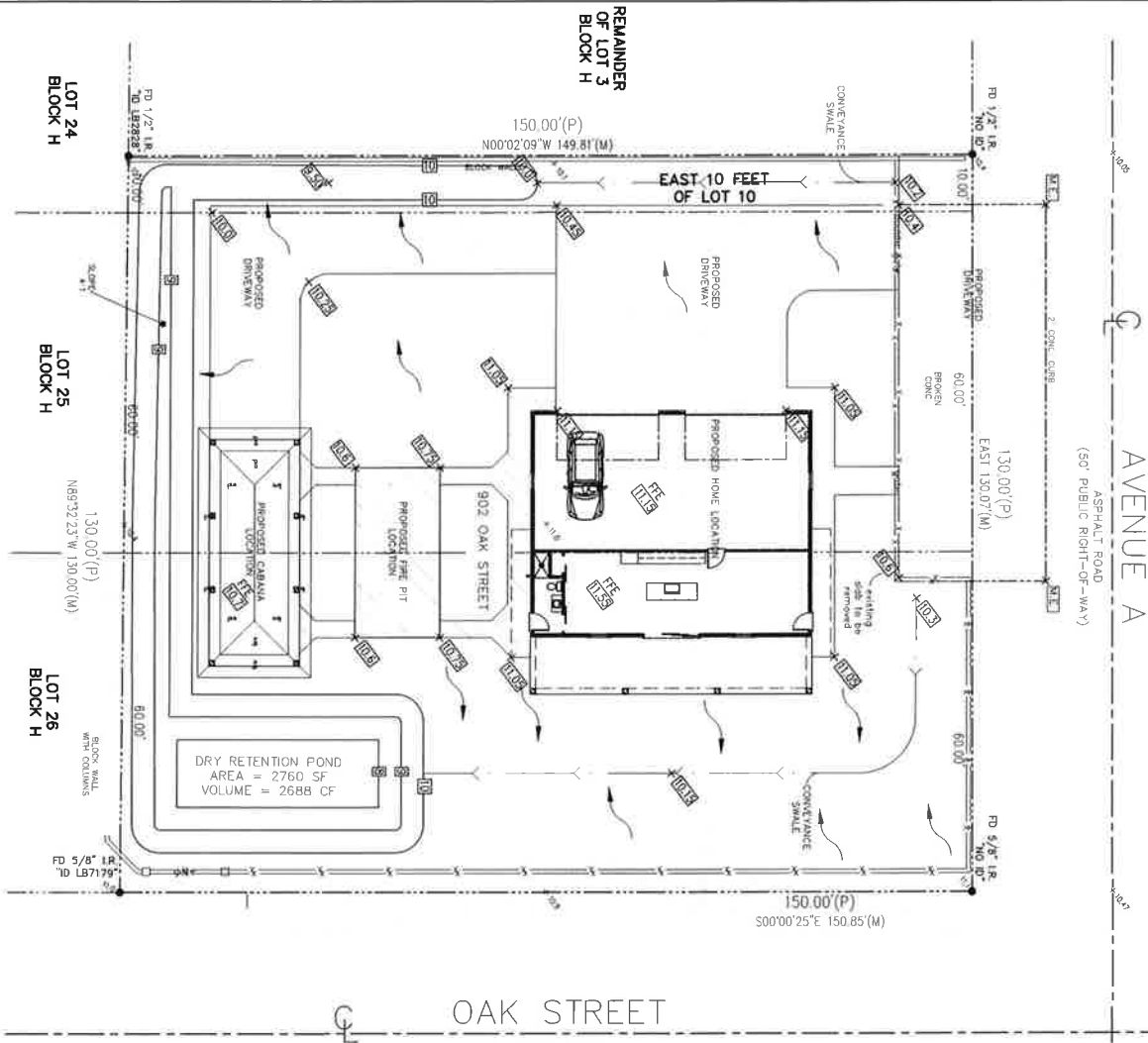
EST. W.S.W.T. (ft):

TYPE OF SAMPLING:

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							fine SAND with gravel , concrete debris & rubble (fill) , grey, [SP]				
							fine SAND , grey, [SP]				
5							fine SAND with broken shell , brown, [SP]				
							BORING TERMINATED AT 7'				
10											
15											
20											

STAND LOG

STANDARD 12/28/2012



### SITE ADDRESS

902 OAK STREET, MELBOURNE BEACH, FL 32951

### GENERAL STATEMENT

THIS DRAINAGE SITE PLAN WAS SPECIFICALLY PREPARED TO MEET THE TOWN OF MELBOURNE CODE 3A-50 FOR A SUBSTANTIAL MODIFICATION TO AN EXISTING RESIDENTIAL LOT THAT IS TO RETAIN THE EXISTING BUILDING FOOTPRINT AND TO ADD A NEW BUILDING. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES AND LAND DEVELOPMENT REGULATIONS ARE TO BE ADDRESSED BY OTHERS.

### GENERAL SITE NOTES

1. PROPOSED BUILDING FOOTPRINT IS SHOWN FOR DRAINAGE DESIGN PURPOSES.
2. BOUNDARY AND TOPOGRAPHIC SURVEY WAS PERFORMED BY PRECISION LAND SURVEYING, INC. ON 07/28/21.
3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).
4. PROPOSED CONTOURS ARE APPROXIMATE ONLY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED WITHIN ROAD AND DRAINAGE AREAS DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL CONTACT SUNSHINE ONE (800-432-4770) AND ALL CONCERNED UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND DOCUMENT THE ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE UTILITY OWNER.

### EROSION NOTES

CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES (BMPs) TO ADDRESS GENERAL EROSION CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE UTILITY OWNER.

### LAND USE TABLE

BUILDING AREA	2,000 SF (0.046 Acre) (10.2%)
CARPORT AREA	640 SF (0.015 Acre) (3.2%)
PAYMENT AREA	4,148 SF (0.095 Acre) (21.2%)
POOL AREA	12,128 SF (0.280 Acre) (61.8%)
PERVIOUS AREA	11,466 SF (0.263 Acre) (58.2%)
TOTAL AREA	19,551 SF (0.450 Acre) (100%)

### NATIONAL FLOOD INSURANCE INFORMATION

ZONE X FLOOD INSURANCE RATE MAP NO.120050680H DATED 01/28/21

### PARCEL ID NO.

28 38 07-FW-1-1-01

### ACCOUNT NO.

2847383

### LEGEND

- PROPERTY LINE
- EXISTING GRADE ELEVATION
- PROPOSED GRADE ELEVATION
- MATCH EXISTING GRADE
- PROPOSED POND CONTOURS
- PAVERS
- CONCRETE (PAVER OVERLAY)

### PROJECT CONTACTS

**OWNER:**  
TIMOTHY BOYD KESECKER  
902 OAK STREET  
MELBOURNE BEACH, FL 32951  
304-620-6357  
TIMOTHYKESECKER@GMAIL.COM

**ENGINEER:**  
BOWMAN  
ANGELINA N. VITTER, P.E.  
4450 W. EAU GALLEE BLVD., SUITE 144  
MELBOURNE, FL 32934  
321-255-5434  
AVITTER@BOWMAN.COM

**SURVEYOR:**  
PRECISION LAND SURVEYING, INC.  
MYRON E. BAKER, P.S.M.  
2900 LAKE WASHINGTON ROAD, SUITE 1  
MELBOURNE, FL 32935  
321-259-4600  
PRECISIONSURVEYING193@GMAIL.COM



DATE: 07/21/2021  
DRAWN: JMM  
CHECKED: JMM  
SCALE: 1" = 10'  
SHEET: C1.0

**DRAINAGE SITE PLAN**  
**KESECKER RESIDENCE**  
902 OAK STREET  
MELBOURNE BEACH, FL 32951

Bowman Consulting Group, Ltd.  
4450 W. Eau Gallie Blvd  
Suite 144  
Melbourne, FL 32934  
Phone: (321) 558-6434  
Fax: (321) 556-7751  
www.bowman.com  
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**Bowman**

Certificate of Authorization License No. 30462



500



PROPOSED NEW HOME DESIGN FOR  
KESECKER RESIDENCE



321.600.0900  
casamiadesign321@gmail.com

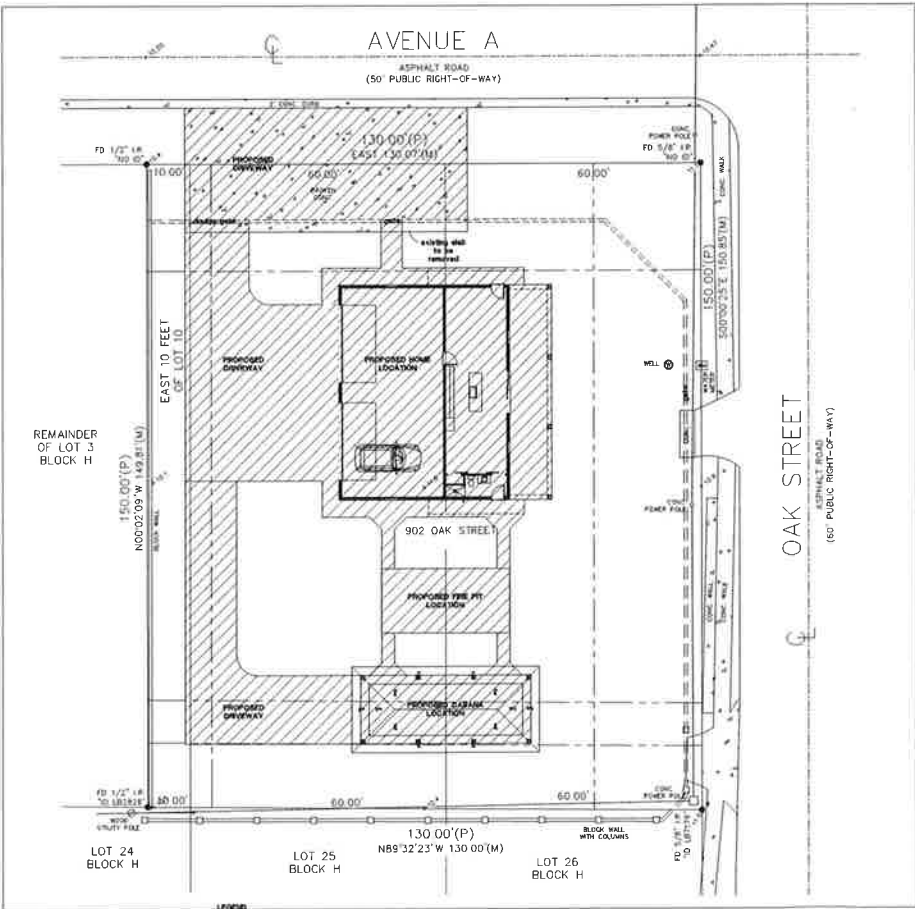
KESECKER  
RESIDENCE

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PHASE I SUBMITTAL      7/13/2021

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PROJECT SUMMARY	
PROJECT NAME :	KESECKER RESIDENCE
PROJECT ADDRESS :	902 OAK STREET MELBOURNE BEACH, FL 32951
PROPOSED USE :	SINGLE FAMILY RESIDENTIAL
CONTRACTOR:	BC RENO GROUP
APPLICABLE CODES	
FLORIDA BUILDING CODE:	7th EDITION FBC RESIDENTIAL (2020)
MECHANICAL CODE :	7th EDITION FBC RESIDENTIAL (2020)
PLUMBING CODE :	7th EDITION FBC RESIDENTIAL (2020)
ELECTRICAL CODE :	NATIONAL ELECTRIC CODE 2017
FIRE CODE :	FLORIDA FIRE PREVENTION CODE 2014
AUTHORITY/JURISDICTION : TOWN OF MELBOURNE BEACH	

SCHEDULE OF DRAWINGS	
SHEET	DESCRIPTION
C1	COVER SHEET
A1	1ST & 2ND FLOOR PLANS
A2	EAST AND WEST ELEVATIONS
A3	NORTH AND SOUTH ELEVATIONS
A4	ROOF PLAN, TYP WALL SECTION
A5	CABANA PLAN, ELEVATIONS
L1	SITE AND LANDSCAPE PLANS

AREA TABULATION	
Work Shop	750 SF
Main Floor Living	2000 SF
Garage	1250 SF
Laundry	500 SF
Cabana	840 SF
Total Under Air	2750 SF
Grand Total	5140 SF
Lot Coverage	8059 SF

revisions		
item	description	date

SCALE : 1/4" = 1'-0"

sheet title  
  
COVER SHEET

sheet number  
  
C1

drawn by: LFC      checked by: LFC

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revisions		
item	description	date

SCALE: 1/4" = 1'-0"

sheet title

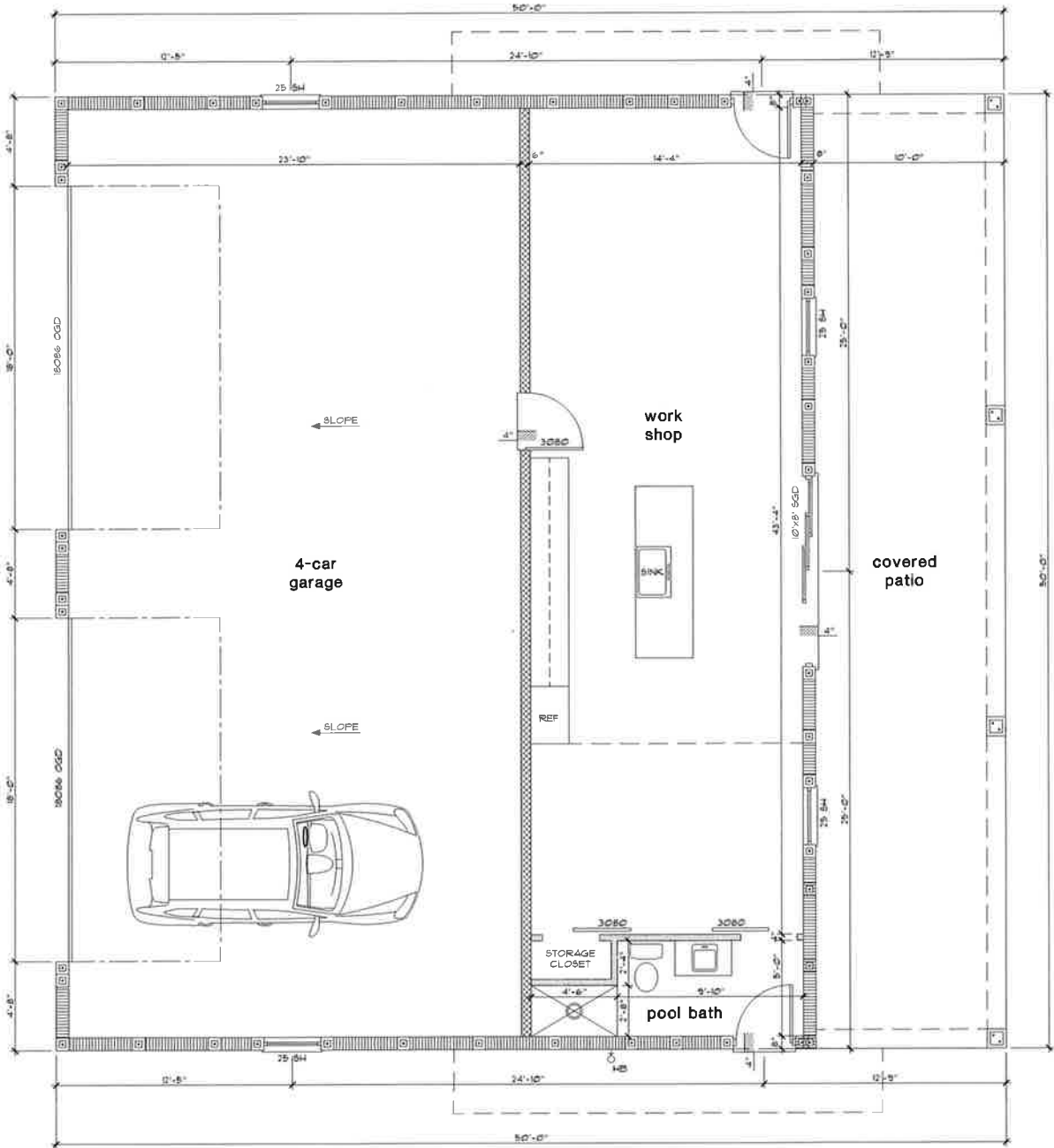
**1ST & 2ND  
FLOOR PLANS**

sheet number

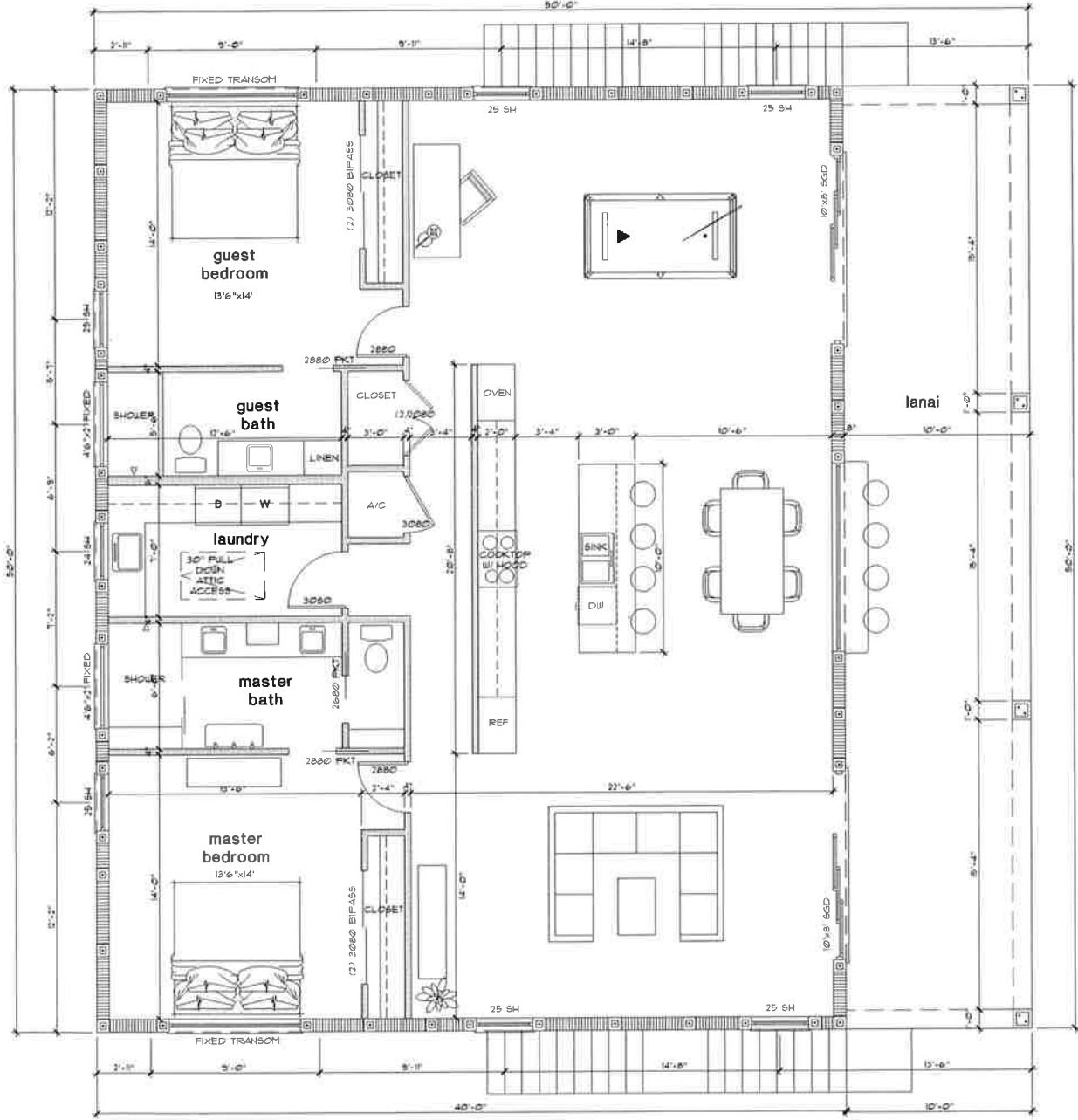
**A1**

drawn by: LFC    checked by: LFC

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FIRST FLOOR PLAN                      scale: 1/4"=1'-0"



SECOND FLOOR PLAN                      scale: 1/4"=1'-0"

- WALL LEGEND**
- NEW WOOD FRAMED WALL
  - NEW 6" WOOD FRAMED BEARING WALL UP TO ROOF
  - NEW BLOCK WALL



**NOTES:**

CONTRACTOR TO CONFIRM ALL DIMENSIONS PRIOR TO COMMENCEMENT OF WORK

CONTRACTOR TO VERIFY ALL DOORS AND WINDOWS PRIOR TO ORDERING

CONTRACTOR TO VERIFY TRUSS SIZES PRIOR TO ORDERING



321.600.0900  
casamiadesign321@gmail.com

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revisions

item	description	date

SCALE:  $\frac{1}{4}" = 1'-0"$

sheet title

EAST & WEST  
ELEVATIONS

sheet number

A2

drawn by: LFC checked by: LFC

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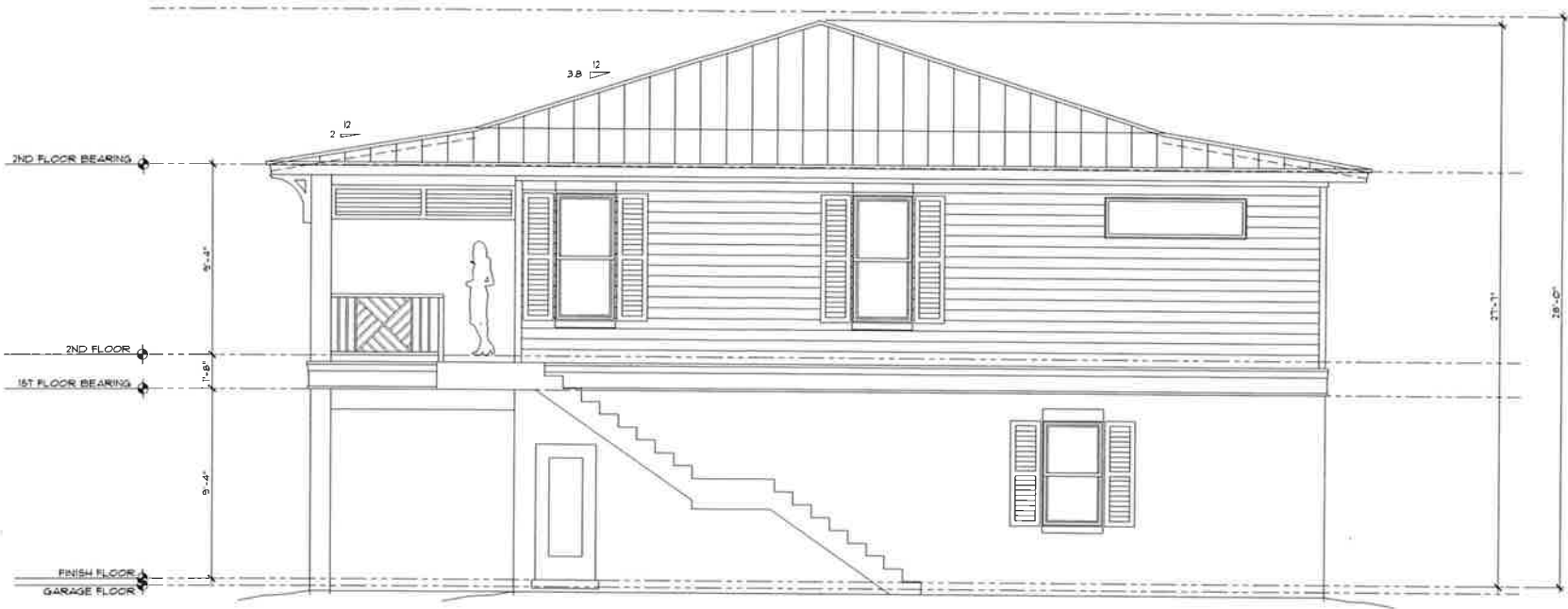
EAST SIDE ELEVATION

scale: 1/4"=1'-0"



WEST SIDE ELEVATION

scale: 1/4"=1'-0"



NORTH SIDE ELEVATION

scale: 1/4"=1'-0"



SOUTH SIDE ELEVATION

scale: 1/4"=1'-0"



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casamiadesign321@gmail.com

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revisions		
item	description	date

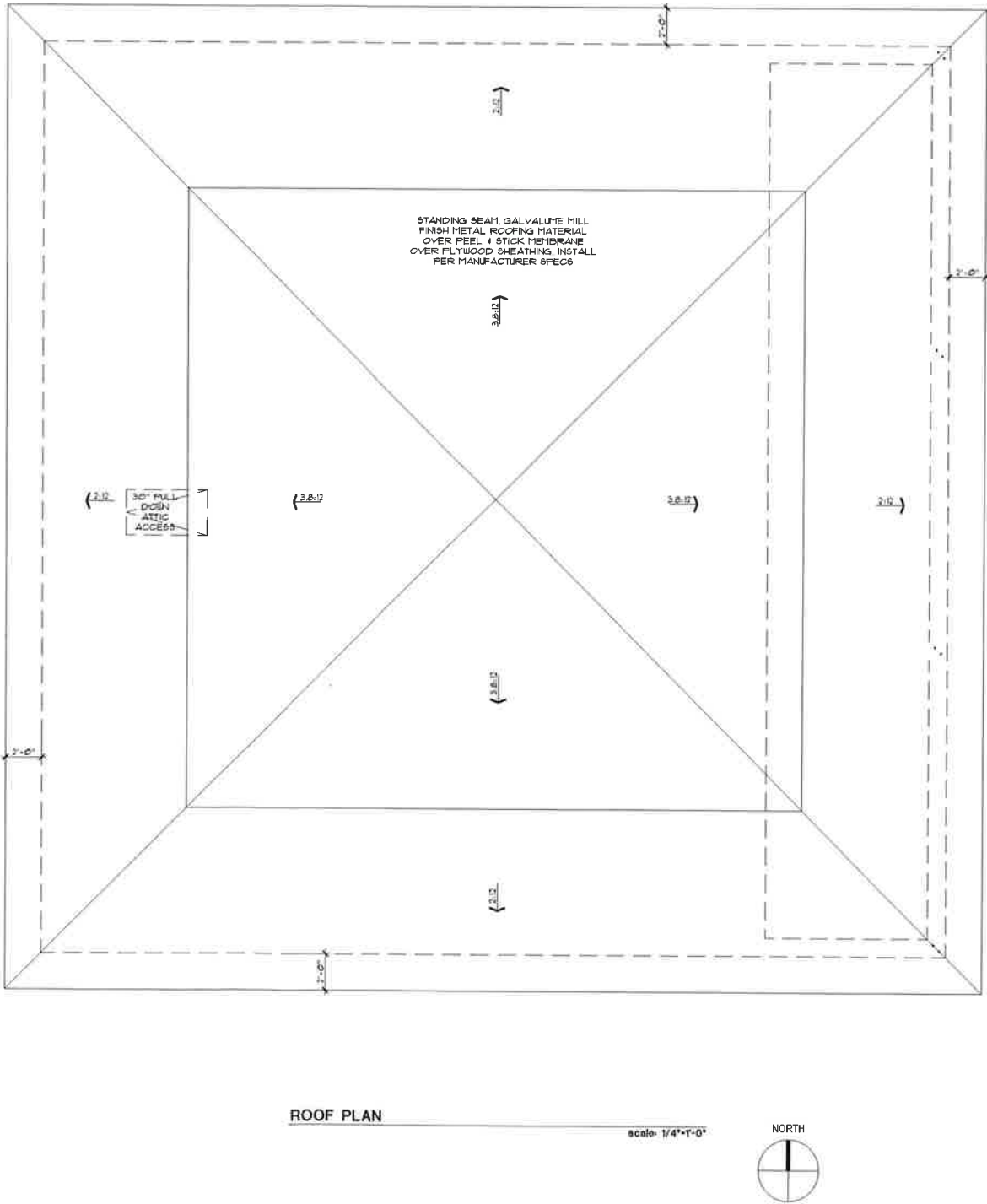
SCALE: 1/2" = 1'-0"

sheet title  
  
NORTH &  
SOUTH  
ELEVATIONS

sheet number  
  
A3

drawn by: LFC      checked by: LFC

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revisions		
item	description	date

SCALE: 1/4" = 1'-0"

sheet title  
**ROOF PLAN  
TYP WALL  
SECTION**

sheet number  
**A4**

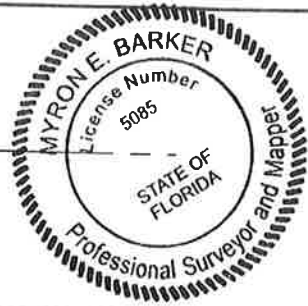
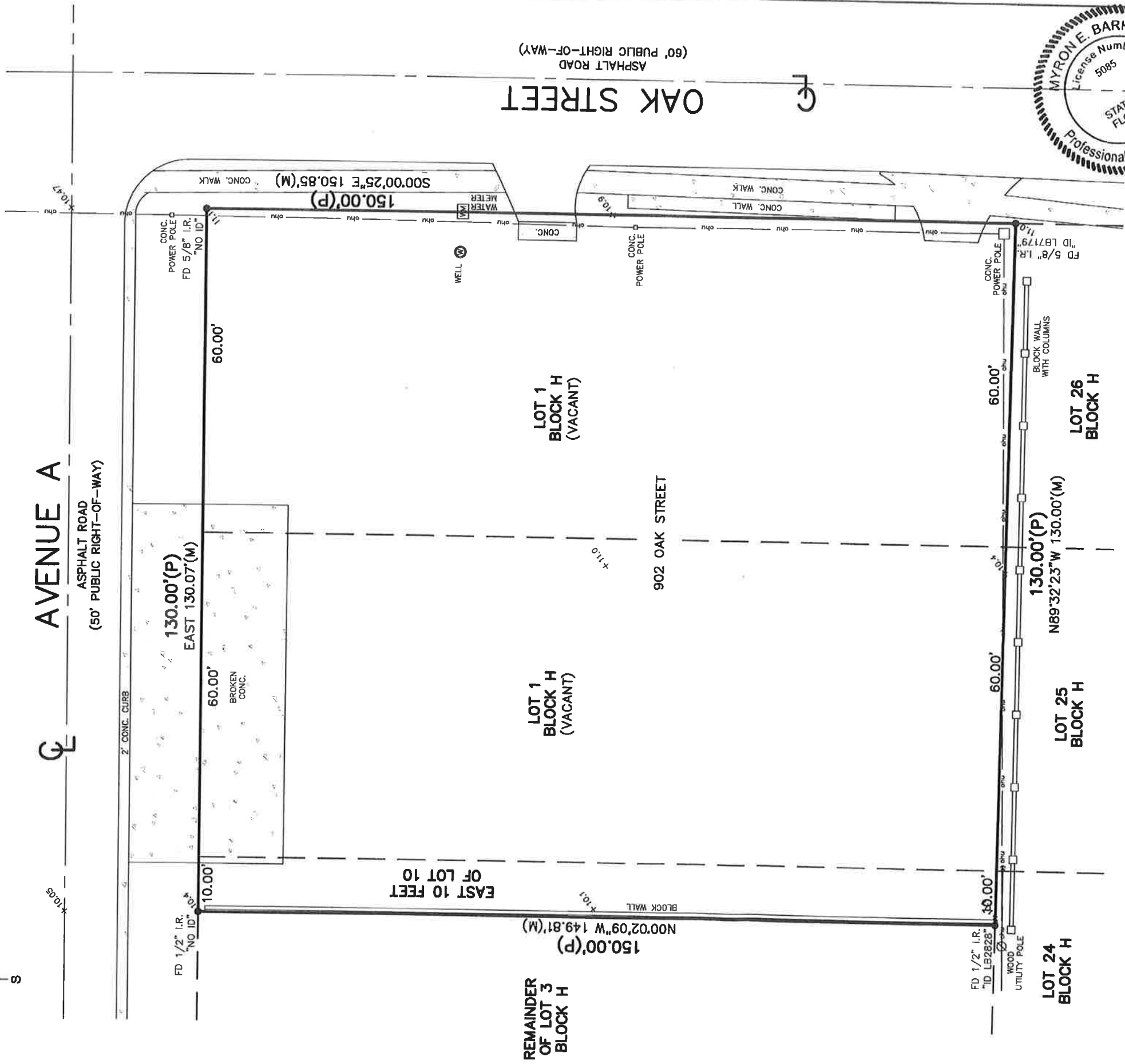
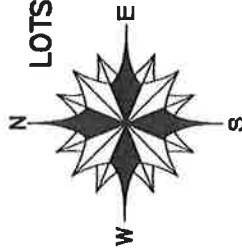
drawn by: LFC    checked by: LFC







BOUNDARY SURVEY OF:  
LOTS 1 AND 2 AND THE EAST 10 FEET OF LOT 3, BLOCK 1, GRAVES PLAT OF MELBOURNE BEACH  
AS RECORDED IN PLAT BOOK 1, PAGE 38 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



*Myron E. Barker*

PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE  
MYRON E. BARKER - FLORIDA CERTIFICATE NO. 5085  
CERTIFICATE OF AUTHORIZATION LB. 6586

NOTE  
ELEVATIONS BASED ON NAVD88

LEGEND	
(AKA)	= ALSO KNOWN AS
CL	= CENTERLINE
CBS	= CONCRETE BLOCK STRUCTURE
CLF	= CHAIN LINK FENCE
CLR	= CLEAR
CH	= CHORD
CM	= CONCRETE MONUMENT
CONC.	= CONCRETE
COR.	= CORNER
DEL	= DEED
DEL	= DELTA
FD	= FOUND
ID	= IDENTIFICATION
I.P.	= IRON PIPE
I.R.	= IRON ROD
LB	= LENGTH
LS	= LICENSE BUSINESS
LS	= LICENSE SURVEYOR
MEAS.	= MEASURED
N&D	= NAIL & DISK
PL	= PLATTED
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PL	= PROPERTY LINE
P.S.M.	= PROFESSIONAL SURVEYOR & MAPPER
PRC	= POINT OF REVERSE CURVE
P.U.&D.	= PUBLIC UTILITY & DRAINAGE
R	= RADIUS
R/W	= RIGHT-OF-WAY
(TYP.)	= TYPICAL
WF	= WOOD FENCE

SURVEYOR'S NOTES:

- 1) THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF AVENUE A.
- 2) AS PER FLOOD INSURANCE RATE MAP NO.12009C 0608 H INDEX DATED 01-29-2021, THE ABOVE DESCRIBED PROPERTY LIES IN ZONE X.
- 3) THIS SURVEY WAS PREPARED FROM TITLE INFORMATION PROVIDED TO THE SURVEYOR. THERE MAY BE ADDITIONAL RESTRICTIONS OR EASEMENTS THAT AFFECT THE PROPERTY.
- 4) UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.
- 5) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD. SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHER THROUGH APPROPRIATE TITLE VERIFICATION.
- 6) NOT VALID WITHOUT A SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TYPE OF SURVEY:  
BOUNDARY SURVEY

PROJECT: 21-1169

SCALE: 1" = 20'

DATE: 03/01/2021

CAD FILE: 21-1169.DWG

F.B. NUMBER:

REVISION:

**PRECISION**

LAND SURVEYING, INC.

2900 LAKE WASHINGTON ROAD, SUITE 1  
MELBOURNE, FLORIDA 32935

PHONE: 321-259-4600  
EMAIL: PRECISIONSURVEYING1993@GMAIL.COM

CERTIFIED TO:

TIMOTHY BOYD KESECKER  
STEWART TITLE GUARANTY COMPANY  
ALLIANCE TITLE INSURANCE AGENCY





## **Town Commission Agenda Item**

**Section:** Public Hearings

**Meeting Date:** August 18, 2021

**Subject:** Consider the following proposed Ordinance amending Section 16-3 of the Code of the Town of Melbourne Beach:

**Submitted By:** Town Attorney Repperger

### **Background Information:**

Second Reading of Ordinance 2021-03, Related to Removing any Potential Prohibition or Limit of the Sale, Purchase, Transfer, Distribution, Display, Possession, or Exchange of any Weapon During a Civil Emergency –

### **Recommendation:**

Approve Ordinance 2021-03 on Second Reading

### **Attachments:**

- Draft Ordinance 2021-03

**ORDINANCE NO. 2021-03**

**AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTION 16-3, CODE OF THE TOWN OF MELBOURNE BEACH REGARDING EMERGENCY POWERS AND MEASURES BY REMOVING ANY POTENTIAL PROHIBITION OR LIMIT OF THE SALE, PURCHASE, TRANSFER, DISTRIBUTION, DISPLAY, POSSESSION, OR EXCHANGE OF ANY WEAPON DURING A CIVIL EMERGENCY; PROVIDING A SERVERABILITY/ INTERPRETATION CLAUSE; PROVIDING FOR CODIFICATION AND RENUMBERING; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.**

**WHEREAS**, Chapter 16, Code of the Town of Melbourne Beach, governs civil emergencies within the Town of Melbourne Beach; and,

**WHEREAS**, Section 16-3, Code of the Town of Melbourne Beach, defines “Emergency Powers and Measures” during a declared local civil emergency within the Town of Melbourne Beach; and,

**WHEREAS**, Section 16-3 (j), Code of the Town of Melbourne Beach currently allows for the potential prohibition or limit on the sale, purchase, transfer, distribution, display, possession, or exchange of any weapon during a declared local civil emergency within the Town of Melbourne Beach; and,

**WHEREAS**, Fla. Stat. Sec. 790.33 (1), provides that the whole field of regulation of firearms and ammunition is preempted to the State of Florida Legislature; and,

**WHEREAS**, Chapter 2021-15, Laws of Florida, effective July 1, 2021, further strengthens the preemption of the whole field of regulation of firearms and ammunition to the State of Florida Legislature; and,

**WHEREAS**, the Town Commission of the Town of Melbourne Beach desires to ensure that its Code is consistent with the preemption of the whole field of regulation of firearms and ammunition to the State of Florida Legislature;

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

SECTION 1. That Section 16-3, Code of the Town of Melbourne Beach, Florida, is hereby amended to read as follows:

**§16-3. EMERGENCY POWERS AND MEASURES .**

Whenever a civil emergency is declared pursuant to § 16-2, the written instrument of the Mayor, Vice- Mayor, or Chief of Police shall set forth the nature of the civil emergency, any lawful measures deemed necessary to preserve and protect the public health, safety, and welfare, and the duration said measures shall remain in effect. Any measure promulgated under this section shall have the force and effect of law. Such measures shall only be effective during the state of civil emergency. Such measures may include, but are not limited to, the following:

(a) Establish curfews, including, but not limited to, the prohibition of or restrictions on pedestrian and vehicular movement, standing and parking, except for the provisions of designated essential services, such as fire, police, emergency medical services (including the transportation of patients and emergency calls by physicians or other approved medical personnel), and public works services (including utility emergency repairs).

(b) Utilize all available resources of the town government as reasonably necessary to cope with the civil emergency, including emergency expenditures. However, in the case of a declaration of civil emergency by the Mayor, Vice-Mayor, or Chief of Police, such emergency expenditure shall not exceed \$50,000.00.

(c) Declare certain areas of the city off limits and closed to all nonessential personnel.

(d) Make provisions for the availability and use of temporary emergency housing and the emergency warehousing of materials.

(e) Establish an emergency operating center and employee shelter in addition to or in place of those provided for in the Brevard County's emergency plan.

(f) Establish price controls pursuant to § 16-5.

(g) Confiscate merchandise, equipment, vehicles, or property needed to alleviate the emergency. Reimbursement shall be within 60 days and at customary value charged for the items during the 90 days previous to the emergency.

(h) In cooperation with Brevard County emergency management and on behalf of the

town, call on the National Guard or the Army, Coast Guard or other law enforcement divisions as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

(i) Activate the statewide mutual-aid system.

~~(j) Prohibit or limit the sale, purchase, transfer, distribution, display, possession, or exchange of any weapon; except that this provision shall not apply to duly authorized law enforcement officials acting in an official capacity.~~

(k) Prohibit or limit the sale, purchase, transfer, distribution, display, possession, exchange of any alcoholic beverage, flammable liquid, explosive substance or hazardous material or substance.

(l) Prohibit or limit any person or persons from assembling in public places.

(m) Prohibit or limit the public's use of public facilities including but not limited to, parks, government buildings, rights-of-way, and beaches.

## **SECTION 2. Severability/Interpretation Clause.**

(a) In the event that any term, provision, clause, sentence or section of this Ordinance shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did not exist.

(b) In interpreting the provisions of this Ordinance, the following rules and symbols shall apply:

(1) Words underlined are additions to existing text.

(2) Words ~~stricken through~~ are deletions from existing text.

(3) Asterisks (\* \* \*) indicates a deletion from the Ordinance of text existing in the Code of Ordinances. It is intended that the text in the Code of Ordinance denoted by the asterisks and not set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance.

**SECTION 3. Codification and Renumbering.** The provisions of this Ordinance shall be codified as, and become and be made a part of, the Town of Melbourne Beach Code of Ordinances. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

**SECTION 4. Ordinances and Resolutions in Conflict.** All ordinances or resolutions or parts thereof that may be determined to be in conflict herewith are hereby repealed.

**SECTION 5. Effective Date.** This Ordinance shall become effective upon adoption.

**SECTION 6. Adoption Schedule.**

PASSED by the Town Commission of the Town of Melbourne Beach on first reading on the 21<sup>st</sup> day of July, 2021, and ADOPTED by the Town Commission of the Town of Melbourne Beach, Florida, on final reading on the 18<sup>th</sup> day of August, 2021.

TOWN OF MELBOURNE BEACH, FLORIDA

By: \_\_\_\_\_  
WYATT HOOVER, Mayor

ATTEST:

(TOWN SEAL)

\_\_\_\_\_  
Jennifer Torres,  
Town Clerk





# Town of Melbourne Beach

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## Budget Changes:

1. I had a request from a Commissioner to make funds available to maintain the parks and flower beds in Town, especially once the beautification projects are under way. I spoke with the Fire Chief about Reducing the stipend, as they have not fully used all of the money over the past 2 years (although we are buying a truck with those funds). The Chief agreed to reduce the Professional Services line item by \$25,000. I placed the new amount in Public Works under Professional Service.

This transfer is for your consideration.

2. I have also reduced the millage rate to the 10% Brevard County cap. The original millage rate of 4.9264 was based on the State's documents, allowing for a 2/3 vote. The actual percentage at the State approved 2/3 vote was actually 14%. I have adjusted the millage to the vote 10%, which will still only require a 2/3 vote since the State is not involved in Brevard County's millage cap. Two years ago, we asked Attorney Repperger to review the legality of the 10% County cap and although it appears the cap is invalid and other cities have exceed the 10% cap, the Town has always chosen to say at the 10% or below. The reduction in the revenue has been removed from Fund 341, where it was allocated.

**507 Ocean Avenue Melbourne Beach Florida 32951**

**Brevard County's Oldest Beach Community \* Established 1883**

**(321) 724-5860**

TOWN OF MELBOURNE BEACH, FLORIDA				
MILLAGE PROCEEDS CALCULATIONS				
FY22 PROPOSED BUDGET - AD VALOREM REVENUE GENERATION				
Roll Back Rate:	4.2885	Gross Taxable Value Adjusted	\$481,506,847	
Millage Rate		Percent Change	100% Proceeds	Diff PFY
4.2885	Rolled Back Rate (100%)		2,051,465	0
4.4784	Majority Vote		2,156,380	104,915
4.6865			2,256,582	205,117
4.7173			2,271,412	219,947
4.9264	2/3 VOTE Exceeds 10% Maximum			
Prior FY 2021				
Prior Year Actual	Proceeds	FY21	\$2,051,465	
Stormwater Bond Calculation FY22				
Gross Taxable Value			\$482,281,847	
	Millage Rate	97% Proceeds		
	0.9999	\$467,767		
FY22 at Voted Proposed Millage:				
Budget at 97%		FY22	\$ 2,188,884	
Proceeds 100%		FY22	2,256,582	
Roll Back Rate			4.2885	
Majority Vote Rate			4.4785	
Proposed Millage			4.6865	
2/3 Vote			4.9264	

## NOTES:

Note to Residents: "Maximum Millage" is a specific term the Town uses according to the State Department of Revenue in order for the Town to be "Truth in Millage" (TRIM) compliant. The term "maximum millage" does not imply that the Town Commission will be levying the maximum taxes to the citizens of Melbourne Beach. At the appropriate meeting, the Town Commission sets an amount (a maximum millage) that the Town cannot go over for the final budget. The Town Commission can come down from the maximum millage amount when determining the final budget, but cannot go over this amount for any reason.

TRIM DR 420 - Brevard County & DOR values		
Current Year Real Property	1	476,934,050
Current Year Personal Prop	2	4,572,797
Centrally Assessed	3	
Current Year Gross Taxable	4	481,506,847
New Taxable over 115%	5	3,144,664
Gross Taxable Adjusted Value	6	478,362,183
Prior Year Final GTV	7	454,356,502
Adjusted Taxable Value	8	
Levy Debt Service? Yes	9	
Prior year millage	10	4.5151
PY Proceeds	11	2,051,465
Previous Applied/Paid	12	0
Adj PY Proceeds	13	2,051,465
Dedicated TIF	14	0
Adj CY Taxable Value	15	478,362,183
Rolled back rate	16	
Proposed Millage (MM)	17	4.6865
Total Taxes at Proposed	18	2,256,582
Type Municipality	19	
Authority Principal	20	
Multi-County No	21	
Prior Year Proceeds	22	2,051,465
CY Rolled-back	23	
CY Rolled-back taxes	24	2,051,465
Total Taxes at Proposed	25	2,256,582
CY Proposed millage	26	4.6865
CY Proposed as % change	27	9.9986%



TOWN OF MELBOURNE BEACH						
GENERAL FUND #001						
STATEMENT OF REVENUES						
FY2022 BUDGET						
REVENUE	Departments, Funds & Descriptions	FY18 Actual	FY19 Budget	FY20 Budget	FY21 Budget 4%	FY22 97%
	<b>TAXES</b>	Voted 4,2766	Voted 4,3885	Voted 4,534	4,6151	4,7173
001-00-311.00.00	Ad Valorem Taxes (budgeted at 97%)	1,547,373	1,740,413	1,886,438	1,992,326	2,168,880
001-00-312.41.00	Local Option County Gas Tax	58,280	72,661	84,538	70,460	66,200
001-00-314.10.00	Utility Services Tax FPL	248,158	254,265	262,103	239,000	269,000
001-00-314.30.00	Utility Services Tax Water	52,834	52,754	54,289	52,300	58,000
001-00-314.40.10	Utility Services Tax Gas-AmeriGas	7,420	6,386	8,208	6,500	8,000
001-00-314.40.20	Utility Service Tax Gas-Suburban	1,284	1,148	1,197	1,300	1,100
001-00-314.40.30	Utility Service Tax Gas-Ferrell	3,504	3,361	2,731	3,800	2,100
001-00-315.00.00	Communication Service Tax	130,963	131,765	135,877	102,300	130,000
001-00-316.00.00	Business Tax	13,905	5,217	4,086	13,500	6,300
001-00-323.10.00	Franchise Fees FPL	190,331	191,655	190,881	164,600	192,000
001-00-323.70.00	Franchise Fees Solid Waste Residential	33,284	37,326	38,280	38,000	39,000
001-00-323.70.10	Franchise Fee Solid Waste Commercial	11,915	15,983	14,096	14,500	12,000
001-21-312.52.00	Insurance Premium Tax		32,500	42,500	40,536	40,536
	Brevard County Tax Escrow	49,871			-	
	<b>TOTAL TAXES</b>	2,349,122	2,545,434	2,725,224	2,739,012	3,013,116
	<b>LICENSES &amp; PERMITS</b>					
125-24-322.10.00	Zoning Reviews	7600	7,045	4,106	4,000	2,000
125-24-329.00.10	BOA Variance Fees	1303	1,000	1,500	1,000	1,000
125-24-322.10.10	Site Plan Review P&Z			900		1,600
125-24-322.31.00	Advertising Costs BOA		278	267	800	250
125-24-322.31.20	Advertising P&Z					100
001-22-322.30.00	Fire Inspections	6735	4,815	4,495	6,500	4,500
001-00-342.20.00	Safety Inspection Vac Rentals					850
001-00-342.20.10	Safety Inspection Vac Rental Renewals					850
001-00-345.10.00	Vacation Rental Application Fee					5,000
001-00-345.10.10	Vacation Rental Renewal Fee					5,000
125-24-322.00.00	Building Permits	159670	147,936	157,166	142,000	162,000
125-24-322.20.00	Building Plan Review	7820	10,556	4,716	5,000	4,500
125-24-329.00.00	Other Licenses	2415	2,070	700	2,000	700
	<b>TOTAL LICENSES &amp; PERMITS</b>	185,543	173,700	173,850	161,300	178,260
	<b>INTERGOVERNMENTAL</b>					
001-00-332.12.00	FEMA Hurricanes	0	0		25,000	
001-00-334.10.00	State FEMA				5,000	
001-00-334.12.00	COVID-19 Funding					
001-00-334.20.00	DEP Grant			39,500		
001-00-334.20.10	CARES Act POLICE DEPT					
001-00-334.40.00	Safety Grants FMIT					5,000
001-00-335.12.00	State Revenue Sharing Proceeds	75,200	55,054	52,026	78,000	55,000
001-00-335.15.00	Alcoholic Beverage Licenses	4,127	3,784	4,427	4,400	4,100
001-00-335.18.00	Half Cent Sales Tax Local Gov	189,249	187,940	180,708	186,000	184,000
	<b>TOTAL INTERGOVERNMENTAL</b>	268,576	246,778	276,661	298,400	248,100
	<b>SERVICES</b>					
001-21-347.90.01	Special Events Law Enforcement	1200	1,000	800	1,500	1,500
001-21-337.20.00	Law Enforcement MOU School Board BC	13000	39,000	52,000	57,000	67,000
103-22-337.90.10	Special Events Fire	0	-	11,000	2,000	5,000
001-41-347.90.01	Special Events Public Works	150	100	10,000		
001-72-329.00.00	Special Recreational Permits	75	-	50	75	
001-72-347.41.00	Founders Day	8639	9,730	-	10,000	7,000
001-72-347.50.00	Recreation Facilities	11590	13,000	13,000	5,000	12,000
001-75-344.50.00	Parking Revenue Ryckman Park				37,008	37,008
172-75-344.50.00	Parking Meter Revenue Ocean Park					74,400
001-72-366.47.03	Community Donations (Park Benches)		800	800	1,600	-
	<b>TOTAL SERVICES</b>	34,654	63,630	87,650	114,183	193,908
	<b>FINES &amp; FORFEITURES</b>					
001-21-351.00.00	Fines-Law Enforcement	6044	5,290	6,402	5,600	8,000
001-21-351.13.00	Parking Tickets	2014	5,558	8,010	5,700	8,000
001-21-351.13.10	Accident Reports		240	172	125	100
125-24-354.00.00	Fines-Local Ordinance Violation	5852	3,500	3,500	2,000	
001-29-359.00.00	Fines-Code Fines & Forfeitures		2,050	-	-	1,000
001-75-342.10.00	Parking Tickets Ryckman Park					3,000
172-75-342.10.00	Parking Tickets Ocean Park					3,000
	<b>TOTAL FINES &amp; FORFEITURES</b>	13,910	16,638	18,084	13,426	23,100
	<b>MISCELLANEOUS INCOME</b>					
001-00-381.00.00	Transfer from Reserves	0	-	-		
001-00-381.00.00	Transfers In (Building Dept. Assessments)	18000	18,000	18,000	18,000	
001-00-361.10.00	Interest on Investments	14658	14,000	24,000	7,400	1,275
001-00-366.21.00	Donations	1521	-	1,000	-	100
001-00-369.00.00	Miscellaneous Revenue	13348	15,000	15,000	5,000	500
001-21-337.25.01	State LE Computer Grant	1100	1,000	1,000	1,000	1,000
001-21-337.90.01	Other Grants	0	-			
001-21-364.10.00	Disposal of Assets - Vehicles (Police Dept.)	0	-			
001-21-364.20.00	Disposal of Assets - Other (Police Dept.)	0	-			
001-21-366.21.01	Donations-Law Enforcement	0	150			
001-21-369.00.00	Miscellaneous Revenue (Law Enforcement)	191	-		100	
001-21-383.64.01	Capital Lease Law Enforcement	0	30,953			
001-22-327.90.01	Grant Revenue (Fire)	0	-			
001-22-337.90.02	Fire Corporation (Mini Pumper & Truck D-58)	21647	21,649	21,700	15,462	
001-22-364.10.00	Disposal of Assets-Vehicles (Fire)	0	-			
001-22-364.20.00	Disposal of Assets-Other (Fire)	100	100	250	250	
001-22-369.00.00	Miscellaneous Revenue (Fire)	300	300		3,000	
001-41-364.10.00	Disposal of Assets (Public Works)	0	-	250		
001-41-369.00.00	Miscellaneous Revenue (Public Works)	0	-			
125-24-369.00.00	Miscellaneous Revenue (Building Dept.)	0	-			
	<b>TOTAL MISCELLANEOUS</b>	70,865	101,152	81,200	50,212	2,876
	<b>TOTAL REVENUES</b>	2,922,670	3,147,332	3,362,669	3,376,632	3,669,349

282,817

**TOWN OF MELBOURNE BEACH**  
**GENERAL FUND #001**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**FISCAL YEAR 2022 BUDGET**

Department Funds & Descriptions	FY18 Budget Voted 4,2766	FY19 Budget 4,3885	FY20 Budget 4,5340	FY21 Budget 4,5151	FY22 Budget 4,6865	Long Term Capital Items	Total Expense
<b>REVENUE</b>							
Taxes ACTUAL	2,358,891	2,477,258	2,677,373	2,739,012	3,013,116		
Licenses & Permits	124,650	152,700	177,835	161,300	178,250		
Intergovernmental	259,700	266,600	313,900	298,400	248,100		
Services	18,635	60,000	87,850	114,183	193,908		
Fines & Forfeitures	15,750	15,750	13,100	13,425	23,100		
Miscellaneous Income	59,749	101,152	81,200	50,212	2,875		
<b>TOTAL REVENUE</b>	<b>2,837,375</b>	<b>3,073,460</b>	<b>3,351,258</b>	<b>3,376,532</b>	<b>3,659,349</b>		
<b>EXPENDITURES</b>							
<b>GENERAL GOVERNMENT</b>							
Legislative (11)	112,312	117,995	171,624	129,476	136,448		
Executive (12)	138,594	154,325	119,988	165,551	176,373		
Finance (13)	111,197	116,070	107,009	115,161	123,003		
Legal Counsel (14)	77,575	64,575	81,500	98,250	98,250		
Comprehensive Planning (15)	26,000	18,000	67,500	28,000	20,000		
General Services (19)	403,521	331,550	517,838	443,332	453,724	118,665	572,389
Public Works (41)	326,385	353,578	322,430	295,176	400,651	10,000	410,651
Parks & Recreation (72)	60,650	63,950	11,800	10,850	24,100		
Ocean Park Fund (172)					59,769		
<b>TOTAL GENERAL GOVERNMENT</b>	<b>1,256,234</b>	<b>1,220,043</b>	<b>1,399,689</b>	<b>1,285,796</b>	<b>1,492,318</b>		
<b>PUBLIC SAFETY</b>							
Law Enforcement (21)	1,088,769	1,123,894	1,164,187	1,173,071	1,189,451	15,000	1,204,451
Fire Control (22)	207,266	225,979	342,350	306,813	291,216	36,777	327,993
Bldg. Dept. (125)	146,514	193,093	234,131	237,574	223,226		
Code Enforcement (29)	9,039	17,476	17,023	18,016	18,174		
<b>TOTAL PUBLIC SAFETY</b>	<b>1,451,588</b>	<b>1,560,442</b>	<b>1,757,691</b>	<b>1,735,474</b>	<b>1,722,067</b>		
<b>OTHER</b>							
Transfer to Long Term Capital Fund (19)			31,578	70,000	118,665	Capital Items	
Transfer to Long Term Capital Fund (21)			16,500	4,000	15,000	Capital Items	
Transfer to Long Term Capital Fund (22)			28,500	27,000	36,777	Capital Items	
Transfer to Long Term Capital Fund (41)				10,000	10,000	Capital Items	
Transfer to Muni Bond Debt Service 201	129,553	126,250	116,700	111,003	121,175		
Transfer to Bldg Dept Edu Fund 124			600	600	500	Offset by Building Revenue	
<b>Transfer to Stormwater Fund 341</b>				65,665	142,847		
<b>TOTAL OTHER TRANSFERS</b>	<b>129,553</b>	<b>126,250</b>	<b>193,878</b>	<b>288,268</b>	<b>444,964</b>		
<b>TOTAL EXPENSES</b>	<b>2,837,375</b>	<b>2,906,735</b>	<b>3,351,258</b>	<b>3,309,538</b>	<b>3,655,349</b>		
<b>REVENUES OVER EXPENDITURES</b>	<b>0</b>	<b>166,725</b>	<b>-</b>	<b>66,994</b>	<b>-</b>		
<b>BALANCED BUDGET FINAL</b>							

**TOWN OF MELBOURNE BEACH****GENERAL FUND #001****FIRE CONTROL EXPENSES-DEPT. #22****FY2022 BUDGET**

Departments, Funds & Descriptions	FY20 Budget	FY21 Budget	FY22 Budget
<b>Dept.: 22 Fire Control</b>			
500.12.00 Regular Salaries	38,422	55,000	69,010
500.14.00 Salaries Overtime	-	-	-
500.21.00 FICA Taxes - Employer Portion	2,939	4,208	5,279
500.22.20 Retirement Town Employees	3,254	6,050	7,467
500.23.01 Health Insurance	4,489	4,932	4,968
500.23.02 Life Insurance	162	162	162
500.23.10 Statutory AD&D	165	180	180
500.24.00 Workers Compensation	6,000	7,200	7,920
500.25.00 Unemployment Compensation	123	176	221
520.31.00 Professional Services	104,000	93,000	80,000
520.34.40 Dispatching Services	5,000	5,000	5,200
520.35.00 Pre Employment Expense	3,380	2,380	1,225
520.40.00 Travel & Meetings	500	500	500
520.41.10 Communication Services	1,200	1,260	1,260
520.46.15 Equipment Maintenance	4,077	7,162	8,665
520.46.20 Vehicle Maintenance	23,050	23,150	22,950
520.46.30 Building Maintenance		1,000	1,000
520.48.55 Fire Preventive Inspections	2,820	4,536	4,536
520.51.00 Office Supplies	300	400	400
520.52.00 Uniforms	5,150	6,195	6,225
520.52.02 S.C.B.A.	1,750	1,950	1,850
520.52.05 Protective Gear	3,780	2,605	2,505
520.52.10 Janitorial Supplies	750	750	1,000
520.52.20 Tools & Hardware	1,500	1,500	1,500
520.52.50 Gas & Oil	2,100	2,400	2,450
520.52.70 Medical Supplies	700	900	1,370
520.54.00 Dues & Subscriptions	360	215	265
520.54.10 Training & Schools	6,750	6,750	6,650
520.54.12 Training Materials	800	800	1,920
520.64.01 Capital Outlay	86,500	35,000	36,777
520.71.00 Principal Retired	42,152	44,409	29,734
520.72.00 Interest Expense	6,311	4,054	3,267
543.00.00 Licenses & Fees	12,366	10,989	11,537
<b>Totals</b>	<b>370,850</b>	<b>334,813</b>	<b>327,993</b>
	Increase	-2.04%	-6,820

95,207

new

232,786

<b>Supplemental Information</b>			
<b>FTE Positions</b>		<b>Positions Budgeted</b>	
1.00		Fire Chief	69,010
4.00	Stipend Paid	Fire Fighters Volunteers	
<b>5.00</b>		<b>Total</b>	<b>69,010</b>

**TOWN OF MELBOURNE BEACH****GENERAL FUND #001****FIRE CONTROL EXPENSES-DEPT. #22****FY2022 BUDGET**

Account Number	Classification/ Description	Qty	Cost	Subtotal	Total
001-22-520.31.00	<b>Professional Services</b>				
	Vol firefighter stipend & incentives		100,000	55,000	
	Weekend Volunteers (4)			20,000	
	Annual physicals / Surfside	50	100	5,000	
	<b>Total</b>				<b>80,000</b>
001-22-520.34.40	<b>Dispatching Services</b>	4	1,300	5,200	
	Indialantic Dispatching				<b>5,200</b>
001-22-520.35.00	<b>Pre-Employment Expense</b>				
	Brevard Police Test CTR	10	45	450	
	Health First Drug Test	10	28	280	
	Hepatitis B shots	3	165	495	
	<b>Total</b>				<b>1,225</b>
001-22-520.40.00	<b>Travel &amp; Meetings</b>	1	500	500	
	<b>Total</b>				<b>500</b>
001-22-520.41.10	<b>Communications Services</b>	12	105	1,260	
	ComputerExperts				<b>1,260</b>
001-22-520.46.15	<b>Equipment Maintenance</b>				
	Equipment Batteries/ Box			400	
	AED Batteries	3	350	1,050	
	Saw Maintenance			650	
	Power Hawk Maintenance			1,000	
	Generator Maintenance			300	
	Ventilation Fan Maintenance			300	
	Annual Maintenance Breathing Compressor			1,000	
	Air Quality Test Qtrly	4	100	400	
	Gas Detector Maintenance			400	
	Annual Fire Extinguisher Inspt			600	
	Extractor Maintenance & Repair			65	
	Ladder & Hose Maintenance			2,500	
	<b>Total</b>				<b>8,665</b>
001-22-520.46.20	<b>Vehicle Maintenance</b>				
	Pump Test E-58, 258 & Sq. 58	3	200	600	
	Service & Repair Engine-58	1	7,000	7,000	
	Service & Repair Engine-258	1	7,000	7,000	
	Service & Repair Squad 58	1	3,450	3,450	
	Service & Repair ATV 58	1	500	500	
	Service & Repair District 58	1	2,000	2,000	
	Service & Repair Marine 58	1	1,400	1,400	
	Service & Repair Ski 58	1	1,000	1,000	
	<b>Total</b>				<b>22,950</b>
001-22-520.46.30	<b>Building Maintenance</b>				
	Station supplies & maintenance	1	1,000	1,000	
	<b>Total</b>				<b>1,000</b>
001-22-520.48.55	<b>Fire Preventive Inspections</b>				
	Fire Inspection Fee	12	378	4,536	
	<b>Total</b>				<b>4,536</b>
001-22-520.51.00	<b>Office Supplies</b>		400	400	
	<b>Total</b>				<b>400</b>



Account Number	Classification/ Description	Qty	Cost	Subtotal	Total
001-22-543.00.00	<b>Licenses &amp; Fees</b>				
	800 MHZ Fee	28	178	4,984	
	Tag renewals		50	50	
	Inspireworks Annual Fee		840	840	
	Doodle Meetings Annual Fee		75	75	
	Who's Responding software		600	600	
	Annual Fee Emergency Reporting software		1,831	1,831	
	NFPA Standard Access		1,580	1,580	
	Fire Rescue Academy		670	670	
	Veritas software		199	199	
	Volunteer Email Accounts	10	60	600	
	Signup Genius Annual Fee		108	108	
				<b>Total</b>	<b>11,537</b>

**TOTAL FIRE CONTROL EXPENSE****232,786**

Short term Capital Outlay (1 year)		FY22	FY23	FY24	FY25	FY26
Fire Hose Replacement						
Radio replacement		25,000	25,000		25,000	25,000
Bunker Gear		10,000	10,000	10,000	10,000	10,000
Thermal Camera	Purchase in 2025 & 2026 (\$5,000)		2,500	2,500	2,500	2,500
k-12 Rescue Saw			1,250	1,250		
AED'S	Purchase in 2026 (\$8880)	1,777	1,777	1,777	1,777	1,777
Vent Fan	Purchase in 2025 (\$3,000)		1,000	1,000	1,000	
Gas Detector	Purchase in 2029 (\$3,500)		500	500	500	500
Fire Chief Vehicle	Purchase in 2032 (\$50,000)**					
New Engine 58	Consider Financing in FY24	183,333	183,333	183,333		
New Engine 258	Consider Financing in FY31	60,000	60,000	60,000	60,000	60,000
New Squad 58	Consider Financing in FY31 or later					
Short Term Capital			26,250	1,250	28,500	29,277
Long Term Capital		36,777	15,777	15,777	12,277	10,500
Total Capital Expenditure		36,777	42,027	17,027	40,777	39,777

\*\* \$50,000 to be paid from money moved to long term capital from the stipend in FY20 & FY21  
F150 Interceptor (Police Version)

Engine 58, 258, and Squad 58 are not calculated in the year-to-date totals.  
Due to consideration for financing

**TOWN OF MELBOURNE BEACH**  
**GENERAL FUND #001**  
**PUBLIC WORKS EXPENSES-DEPT. # 41**  
**FY2022 BUDGET**

Departments, Funds & Descriptions	FY20 Budget	FY21 Budget	FY22 Budget	FY22 Payroll	FY21 Payroll	FY20 Payroll	Difference 22 vs 21
<b>Dept.: 41 Public Works</b>							
500.12.00 Regular Salaries	155,000	157,976	191,283				
500.14.00 Salaries Overtime	2,000	4,000	4,000				
500.21.00 FICA Taxes - Employer Portion	11,858	12,085	14,633				
500.22.20 Retirement Town Employees	13,129	15,798	20,697				
500.23.01 Health Insurance	16,115	16,980	21,840				
500.23.02 Life Insurance	180	236	236				
500.23.10 AD&D	159	200	200				
500.24.00 Workers Compensation	2,000	2,500	2,750				
500.25.00 Unemployment Compensation	496	506	612	256,251	210,280	200,936	45,971
530.31.00 Professional Services			25,000	New			
530.34.91 Landscaping	5,000	3,300	6,500				
530.40.00 Travel & Meetings	200	200	200				
530.43.15 Electrical Services			5,000	new			
530.43.50 Dump Service	2,000	2,000	2,000				
530.46.12 Maintenance Supplies	7,000	6,500	3,000				
530.46.15 Equipment Maintenance/Repairs	4,000	2,500	2,500				
530.46.20 Vehicle Maintenance/Repairs	3,438	8,000	9,500				
530.46.30 Building Maintenance/Repairs	5,000	4,500	6,500				
530.46.31 Maintenance Old Town Hall	1,000	1,000	500				
530.46.32 Maintenance Ryckman House	2,000		500				
530.46.35 Maintenance Pier	2,000		500				
530.46.40 Grounds Maintenance	15,000	14,000	7,000				
530.46.43 Tree Expense			3,500	New			
530.52.00 Uniforms	1,300	2,100	2,100				
530.52.05 Protective Gear	600	1,000	1,000				
530.52.20 Tools & Hardware	2,600	3,000	4,000				
530.52.25 Tool Rentals	3,000	2,000	3,500				
530.52.50 Gas & Oil	2,900	3,600	3,600				
530.53.10 Street Repair & Painting	3,000	5,500	7,500				
530.53.15 Parking Lot Maintenance			2,500	new			
530.53.20 Street Signs	3,000	6,000	10,000				
530.54.10 Training & Schools	1,500	1,500	1,500				
530.54.10 Welding Equipment		2,696	500				
530.64.01 Capital Outlay	44,500	25,500	46,000				
530.71.00 Principal Retired	11,592						
530.72.00 Interest Expended	864			154,400			
<b>Totals</b>	<b>322,430</b>	<b>305,176</b>	<b>410,651</b>	<b>410,651</b>			
From FY20 Increase		27.36%	88,221				

**Supplemental Information****No. of FTE Positions Budgeted**

1.00	Director	
1.00	Maintenance Worker II	
1.00	Maintenance Worker II	
1.00	Maintenance Worker II	
1.00	Maintenance Worker I	new
<b>5.00</b>	<b>Total</b>	<b>161,283</b>

**TOWN OF MELBOURNE BEACH**  
**GENERAL FUND #001**  
**PUBLIC WORKS EXPENSES-DEPT. #41**  
**FY2022 BUDGET**

Account Number	Classification/ Description	Qty	Cost	Subtotal	Total
001-41-530.31.00	<b>Professional Service</b>			25,000	
	Town garden/parks upkeep			Total	25,000
001-41-530.34.91	<b>Landscaping</b>				
	Mulch, plantings			6,500	
				Total	6,500
001-41-530.40.00	<b>Travel &amp; Meetings</b>			200	
				Total	200
001-41-530.43.15	<b>Electrical Services</b>			5,000	
				Total	5,000 new
001-41-530.43.50	<b>Dump Service</b>				
	HazMat Disposal Fee	1	1,500	1,500	
	Dumpster rental (removal & disposal)	1	500	500	
				Total	2,000
001-41-530.46.12	<b>Maintenance Supplies</b>				
	batteries, all tape, paint, keys, locks, bolts, nuts			3,000	
				Total	3,000
001-41-530.46.15	<b>Equipment Maintenance/ Repairs</b>			2,500	
				Total	2,500
001-41-530.46.20	<b>Vehicle Maintenance</b>				
	Ford, Silverado, Bucket Truck				
	John Deere, GEM, tractor, tires			9,500	
				Total	9,500
001-41-530.46.30	<b>Building Maintenance / Repairs</b>				
	toilets, doors, a/c filters, garage doors			6500	
				Total	6,500
001-41-530.46.31	<b>Maintenance Old Town Hall</b>			500	
				Total	500
001-41-530.46.32	<b>Maintenance Ryckman House</b>			500	
				Total	500
001-41-530.46.35	<b>Maintenance Pier</b>			500	
				Total	500
001-41-530.46.40	<b>Grounds Maintenance</b>				
	Ryckman Park, Circle Park, Bi-Centennial Triangle, Boat Ramp Loggerhead, 5th Ave			7,000	
				Total	7,000
001-41-530.46.43	<b>Tree Expense</b>				
	Removal & grinding			3,500	
				Total	3,500 new
001-41-530.52.00	<b>Uniforms (4 employees)</b>				
	Cargo shorts (5 each) & Shirts (5 each)	40	40	1,600	
	boot allowance	4	125	500	
				Total	2,100
001-41-530.52.05	<b>Protective Gear</b>			1,000	
				Total	1,000
001-41-530.52.20	<b>Tools &amp; Hardware</b>			4,000	
				Total	4,000
001-41-530.52.25	<b>Tool Rentals</b>				
	metal slabs, lifts, tractors, directional signs			3,500	
				Totals	3,500
001-41-530.52.50	<b>Gas &amp; Oil</b>			3,600	
				Total	3,600
001-41-530.53.15	<b>Parking Lot Maintenance</b>			2,500	
				Total	2,500
001-41-530.53.10	<b>Street Repair &amp; Painting</b>				
	Cold patch, concrete, gravel, striping			7,500	
				Total	7,500
001-41-530.53.20	<b>Street Signs</b>			10,000	
				Total	10,000
001-41-530.54.10	<b>Training &amp; Schools</b>			1,500	

**TOWN OF MELBOURNE BEACH**  
**CAPITAL PROJECT FUND**  
**STORMWATER BOND GRANTS FUND - FUND #341**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**FY2022 BUDGET**

Fund 341 Stormwater Bond		FY18 Actual	FY19 Actual	FY20 Actual	FY21 Budget	FY22 Budget
<b>Revenues</b>	<b>TRANSFER IN GENERAL FUND</b>				\$65,665	<b>\$142,847</b>
	TRANSFER IN FUND 141				50,000	
	341-00-381-00.00 TRANSFER IN FUND 333	0	28,751		156,000	
	341-41-332.12.00 FEMA	0	79,462		586,392	
	341-41-337.90.01 Other Grants	0	0			
	341-41-369.00.00 Miscellaneous (expensed below)				150,000	
<b>TOTAL REVENUE</b>		<b>0</b>	<b>108,213</b>		<b>1,008,057</b>	<b>142,847</b>

Transfer from Long Term Capital Fund 333-Mil& Pave	\$156,000
FEMA re-imbursement for Andrews	\$586,392
Transfer from Long Term Capital Fund 333-Curbs	\$50,000
Transfer from General Fund	\$65,665

**Expenditures**

341-41-530.31.00 Professional Services	824	7,549			
431-41-530.31.21 Engineering Service	2,117.35	804			
341-41-530.64.01 Capital Outlay	4,800	586,392			<b>38,000</b>
341-41-530.64.01 Mil and Repave Roadway	50,000	50,000	50,000	695,238	<b>400,000</b>
<b>TOTAL EXPENSES</b>	<b>57,741.35</b>	<b>644,745</b>	<b>50,000</b>	<b>695,238</b>	<b>438,000</b>

<b>REVENUES OVER EXPENSES</b>	<b>-57,741</b>	<b>-536,533</b>	<b>-50,000</b>	<b>312,819</b>	<b>-295,153</b>
<b>CASH BALANCE SUMMARY</b>					
Beginning Cash Balance 10/1	710,819	653,078	116,545	66,545	<b>379,364</b>
Ending Cash Balance 9/30	653,078	116,545	66,545	379,364	<b>84,211</b>

**Capital Projects FY22**

<b>Paving Riverside</b>	<b>\$400,000</b>			
<b>Sidewalk Andrews to Palm</b>	<b>\$18,000</b>			
<b>Redwood Roadway Repairs</b>	<b>\$20,000</b>			
	<b>\$438,000</b>	<b>Total Capital Expense</b>		

<b>Potential Capital Outlay</b>	<b>PROJECTS</b>
Rosewood/ Cherry	100,000
Poinsettias Repairs	30,000
2nd Ave Repairs	50,000

**Stormwater containment/permeable surface projects**

- \* corner of Ocean/Oak by BBT Bank Building
- \* triangle park rain garden/swales
- \* excavate curb sod, place gravel to expand permeable surface.
- \* 4 corners of street intersections



## Town Commission Agenda Item

**Section:** Old Business  
**Meeting Date:** August 18, 2021  
**Subject:** Town Parking Stickers for Non-Residents  
**Submitted By:** Elizabeth Mascaro, Town Manager

**Background:** Town Hall has been contacted each month by non-residents requesting the Town issue parking stickers to non-residents. The parking stickers would be valid for Ryckman Park and the beach crossovers only. There have been 1795 units purchased at the crossovers since March compared to 7079 in Ocean Park and 5326 unit in Ryckman Park

**Recommendation:** Discuss the possibility of issuing a limited number of passes for non-residents, to be renewed yearly. The cost of a pass was suggested at \$100.00 and would not be prorated.

**Attachments:** None



## Town Commission Agenda Item

**Section:** New Business

**Meeting Date:** August 18, 2021

**Subject:** Confirm Qualified Candidates and Nominate to the Town Commission

**Submitted By:** Town Clerk Torres

### Background Information:

The qualifying period for candidates in the November 2, 2021 Election for two Town Of Melbourne Beach Commission Seats began at Noon on Monday, August 9, 2021 and ended at Noon on Friday, August 13, 2021. During that time, two candidates qualified;

- Sherri Quarrie
- Marivi Walker

### Recommendation:

As uncontested candidates, following their confirmation as qualified by the Town Commission, nominate Sherrie Quarrie and Marivi Walker to the Town of Melbourne Beach Commission, with each serving as Commissioner-at-large for a three (3) year term to be sworn in after November 2, 2021.

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### Attachments:

- Sherrie Quarrie Candidate File
- Marivi Walker Candidate File





## TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

# CANDIDATE CHECKLIST *Sherri Quarrie*

### Checklist of Candidate Qualifying Forms

These forms are to be completed by the Candidate and turned in to the Town Clerk.

Town Clerk to  
fill in Date  
of Submission:

The first 5 documents may be submitted before the candidate qualifying dates begin. The rest need to be filed during candidate qualifying dates:

*JMT 7/27/21*

1. DS-DE 9 Appointment of Campaign Treasurer & Designation of Campaign Depository Form. This MUST be completed before opening a campaign account.

*JMT 7/29/21*

2. TMB-02 Willingness to Serve Statement

*JMT 7/27/21*

3. DS-DE 84 Statement of Candidate (must file within 10 days after filing the forms above)

*JMT 7/29/21*

4. DS-DE 302NP Candidate Oath – Non-Partisan Office, per F.S. 99.012

*JMT 7/27/21*

5. Candidate Forms & Information Receipt

*JMT 8/12/21*

6. TMB-01 Nominating Petitions with 25 Signatures of Qualified Town electors.

*JMT 8/12/21*

7. Payment of Filing/State Assessment Fees: Check for \$41 made payable to Town of Melbourne Beach. The check MUST be from the campaign account per Town Code 13-6(c).

*JMT 7/14/21*

8. FORM 1 Statement of Financial Interests

Note: Forms DS-DE12, 13, 14 & 87 must be filed with the Town Clerk according to the Campaign Treasurer Reporting Dates listed.

Note: The Town Clerk is not authorized to interpret election law. Please contact the Brevard County Supervisor of Elections at 321-255-4401 if you have any questions.

507 OCEAN AVENUE, MELBOURNE BEACH, FL 32951-2523  
(321) 724-5860 FAX: (321) 984-8994 [www.melbournebeachfl.org](http://www.melbournebeachfl.org)

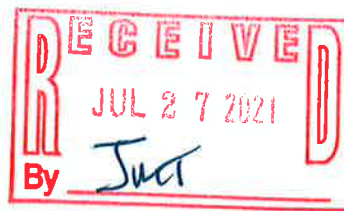
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# **APPOINTMENT OF CAMPAIGN TREASURER AND DESIGNATION OF CAMPAIGN DEPOSITORY FOR CANDIDATES**

(Section 106.021(1), F.S.)

(PLEASE PRINT OR TYPE)

**NOTE: This form must be on file with the qualifying officer before opening the campaign account.**



**OFFICE USE ONLY**

**1. CHECK APPROPRIATE BOX(ES):**

☐ Initial Filing of Form      Re-filing to Change: ☐ Treasurer/Deputy    ☐ Depository    ☐ Office    ☐ Party

**2. Name of Candidate (in this order: First, Middle, Last)**

SHERRI QUARRIE

**3. Address (include post office box or street, city, state, zip code)**

701 Pine St  
Melbourne Beach FL  
32951

**4. Telephone**

(321) 508 8500

**5. E-mail address**

SQUARRIE@CFL-FL.COM

**6. Office sought (include district, circuit, group number)**

Town of Melbourne Beach  
Commissioner At Large

**7. If a candidate for a nonpartisan office, check if applicable:**

☐ My intent is to run as a Write-In candidate.

**8. If a candidate for a partisan office, check block and fill in name of party as applicable:** My intent is to run as a

☐ Write-In    ☐ No Party Affiliation    ☐ \_\_\_\_\_ Party candidate.

**9. I have appointed the following person to act as my** ☒ Campaign Treasurer    ☐ Deputy Treasurer

**10. Name of Treasurer or Deputy Treasurer**

SHARON QUARRIE

**11. Mailing Address**

701 Pine St

**12. Telephone**

( )

**13. City**

Melbourne Beach Brevard

**14. County**

FL

**15. State**

FL

**16. Zip Code**

32951

**17. E-mail address**

SQUARRIE@CFL-FL.COM

**18. I have designated the following bank as my** ☐ Primary Depository    ☐ Secondary Depository

**19. Name of Bank**

CHASE BANK

**20. Address**

503 5th Ave

**21. City**

INDIAN LANTIC

**22. County**

BREVARD

**23. State**

FL

**24. Zip Code**

32951

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FORM FOR APPOINTMENT OF CAMPAIGN TREASURER AND DESIGNATION OF CAMPAIGN DEPOSITORY AND THAT THE FACTS STATED IN IT ARE TRUE.**

**25. Date**

7/27/21

**26. Signature of Candidate**

X SQUARRIE

**27. Treasurer's Acceptance of Appointment (fill in the blanks and check the appropriate block)**

I, SHARON QUARRIE, do hereby accept the appointment  
(Please Print or Type Name)

designated above as:

☒ Campaign Treasurer

☐ Deputy Treasurer.

7/27/21  
Date

X

SQUARRIE  
Signature of Campaign Treasurer or Deputy Treasurer



# TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883



## Willingness to Serve Statement

Ref: Town Charter Section 2.02

"I am a candidate for the Office of Town Commissioner for a term of three years for the Town of Melbourne Beach, Florida in the Municipal General Election to be held on Tuesday, November 2, 2021."

"I am a qualified elector in the Town of Melbourne Beach, Florida and I have resided in the Town for at least six continuous months immediately prior to the date of qualifying for this office."

"I agree to serve if elected."

SHERRI QUARRIE  
Printed Name

Commissioner At Large  
Office sought

701 Pine  
Home Address

Melbourne Beach FL 32951  
City, State, Zip

SQUARRIE@CFH.IT.COM  
Email

RETIRED  
Occupation

"Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true."

Dated this 29 day of July, 2021.

Sherrie  
Signature of Candidate

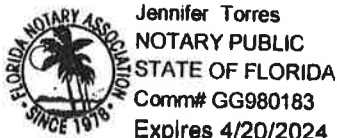
STATE OF FLORIDA  
BREVARD COUNTY

Subscribed and sworn to before me this 29 day of July, 2021 by

Sherrie Quarrie who is personally known to me or who produced  
as identification.

[Signature]  
Notary Public - State of Florida

Notary Stamp



Form TMB-02

507 OCEAN AVENUE, MELBOURNE BEACH, FL 32951-2523  
(321) 724-5860 FAX: (321) 984-8994 www.melbournebeachfl.org

**STATEMENT OF  
CANDIDATE**

(Section 106.023, F.S.)

(Please print or type)



I, Sherr, GARRIE,  
candidate for the office of Town of MELBOURNE BEACH  
Commissioner AT LARGE;  
have been provided access to read and understand the requirements of  
Chapter 106, Florida Statutes.

X

Sherr, GARRIE

Signature of Candidate

7/27/2021

Date

Each candidate must file a statement with the qualifying officer within 10 days after the Appointment of Campaign Treasurer and Designation of Campaign Depository is filed. Willful failure to file this form is a first degree misdemeanor and a civil violation of the Campaign Financing Act which may result in a fine of up to \$1,000, (ss. 106.19(1)(c), 106.265(1), Florida Statutes).

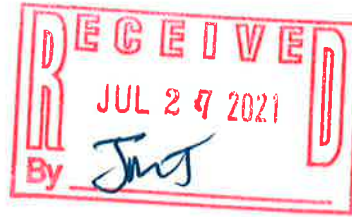


# **CANDIDATE OATH – NONPARTISAN OFFICE**

(Do not use this form if a Judicial or School Board Candidate)

Check box **only** if you are seeking to qualify as a write-in candidate:

☐ Write-in candidate



OFFICE USE ONLY

## **Candidate Oath**

(Section 99.021(1)(a), Florida Statutes)

I, SHERRI QUARRIE

(Print name above as you wish it to appear on the ballot. If your last name consists of two or more names but has no hyphen, check box ☐. (See page 2 - Compound Last Names). No change can be made after the end of qualifying. Although a write-in candidate's name is not printed on the ballot, the name must be printed above for oath purposes.)

am a candidate for the nonpartisan office of

Town of MELBOURNE BEACH  
Commissioner (Office) AT LARGE (District #)

(Circuit #)

(Group or Seat #)

; I am a qualified elector of

BREVARD

County, Florida;

I am qualified under the Constitution and the Laws of Florida to hold the office to which I desire to be nominated or elected; I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.

Candidate's Florida Voter Registration Number (located on your voter information card): 101062933

Phonetic spelling for audio ballot: Print name phonetically on the line below as you wish it to be pronounced on the audio ballot as may be used by persons with disabilities (see instructions on page 2 of this form): [Not applicable to write-in candidates.]

X Sherris  
Signature of Candidate

321 508-8500  
Telephone Number

sqvarrie@FL.Fr.com  
Email Address

701 PINE  
Address

MELBOURNE BEACH  
City

FL  
State

32951  
ZIP Code

STATE OF FLORIDA

COUNTY OF Brevard

[Signature]  
Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me this 25th

day of 25th July, 2021.

Personally Known: ☒ or Produced Identification: ☐

Type of Identification Produced: N/A



Jennifer Torres  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG980183  
Expires 4/20/2024



# TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883



## Candidate Forms & Information Receipt 2021

I, SHERRI GARRIE, candidate for Office in the Town of Melbourne Beach acknowledge receipt of the following forms, publications and/or website addresses from the Town Clerk, and further acknowledge that it is the candidate's responsibility to familiarize themselves with the rules and regulations regarding their candidacy by reading and understanding the publications by accessing the websites and materials provided:

1. Town of Melbourne Beach Election Information, including:
  - a. Website for the Candidate and Campaign Treasurer Handbook.
  - b. Website for the Chapter 106, Florida Statute, on Campaign Financing.
  - c. Website for the Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees.
  - d. Website for the Town of Melbourne Beach Charter & Election Laws.
2. Campaign Treasurer Reports Reporting Dates.
3. Candidate Checklist.
4. Appointment of Campaign Treasurer and Designation of Campaign Depository Form (DS-DE9)
5. Willingness to Serve Form (TMB-02)
6. Statement of Candidate (DS-DE84)
7. Candidate's Oath for Non-Partisan Office (DS-DE 302NP)
8. Affidavit for use of Nickname
9. Candidate Nominating Petitions Form (TMB-01)
10. Campaign Treasurer's Report Summary (DS-DE12)
11. Campaign Treasurer's Report of Itemized Contributions (DS-DE13)
12. Campaign Treasurer's Report of Itemized Expenditures (DS-DE14)
13. Waiver of Report to file if there are no contributions and no expenditures (DS-DE87)
14. Statement of Financial Interests (FORM-1)
15. Form to request Voter Registration Data from Brevard County Supervisor of Elections.
16. Political Advertisement Guidelines
17. Political Sign Restrictions.
18. Town of Melbourne Beach Political Sign Regulations. (Town Code 7A-52(g)(12))
19. Solicitation at the Polls or Early Voting Site.
20. Brevard County Voter Registration Information.
21. Notice of 2021 General Election Canvassing Board Dates.

Sherrie Garrie  
Signature of Candidate

7/29/21  
Date

SHERRI GARRIE  
Print Full Name



## AFFIDAVIT FOR USE OF NICKNAME

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Sherri Quarrie, who being first duly sworn or placed under affirmation, says:

1. My legal name is SHARON QUARRIE.  
I am over the age of eighteen (18) and the contents of this affidavit are true and correct.

2. I am a candidate for the office of Town of Melbourne Beach Commissioner At Large.

3. My nickname is SHERRI QUARRIE.  
I am generally known by this nickname or have used it as part of my legal name. I have not created the nickname to mislead voters. I plan to designate this nickname on my candidate oath as the name I wish to have printed on the ballot when I submit the candidate oath form during the qualifying period for the above office.

4. Attached are 2 documents that show that my nickname is one by which I am generally known or is one that I have used as a part of my legal name:

Sherri Quarrie Signature of Affiant  
SHARON QUARRIE Printed/Typed Name of Affiant

Sworn to and subscribed before me this 29<sup>th</sup> day of July, 2021.

Jennifer Torres Signature of Notary Public  
Jennifer Torres Printed Name

- ☒ Personally known or  
☐ Produced Identification  
Type of Identification Produced \_\_\_\_\_

Rev. 1/23/2017



Jennifer Torres  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG980183  
Expires 4/20/2024



# Town of Melbourne Beach

## Reporting Dates for Campaign Treasurer Reports 2021 General Election, Tuesday, November 2, 2021

<u>Due Date</u>	<u>Period Covered</u>	<u>Report Code</u>
04/12/2021	03/01/2021 – 03/31/2021	2021 M3
05/10/2021	04/01/2021 – 04/30/2021	2021 M4
06/10/2021	05/01/2021 – 05/31/2021	2021 M5
07/12/2021	06/01/2021 – 06/30/2021	2021 M6
08/10/2021 ✓	07/01/2021 – 07/31/2021	2021 M7
09/10/2021	08/01/2021 – 08/31/2021	2021 M8

### General Election Reports

10/08/2021	09/01/2021 – 10/01/2021	2021 G1
10/22/2021	10/02/2021 – 10/15/2021	2021 G2
10/29/2021	10/16/2021 – 10/28/2021	2021 G3

***NO FURTHER CONTRIBUTIONS FOR CANDIDATES AFTER MIDNIGHT OCTOBER 28, 2021***

### 90 Days after Election (Termination Report)

<u>Due Date</u>	<u>Period Covered</u>	<u>Report Code</u>
01/31/2022	10/29/2021 – Close of Account	TR

Campaign Treasurers Reports shall be filed no later than 5:00 PM of the day designated, or they may be postmarked by midnight of that day and be considered timely.

Reports shall consist of at least three pages: (1) Campaign Treasurers Report (DS-DE 12); (2) Itemized Contributions (DS-DE 13); and (3) Itemized Expenditures (DS-DE 14).

In any reporting period during which a candidate has not received funds or made expenditures, the filing of the required report for that period is waived. The candidate must then file the Waiver of Report form (DS-DE 87) with the Town Clerk by the appropriate due date. The next report filed must specify that the report covers the entire period between the last submitted report and the report being filed. F.S. 106.07(7)

Deadline for Filing (F.S. 106.07(2)(a)). "Reports shall be filed not later than 5 p.m. of the day designated; however, any report postmarked by the U.S. Postal Service no later than midnight of the day designated shall be deemed to have been filed in a timely manner. A Certificate of Mailing obtained from and dated by the U.S. Postal Service at the time of mailing, or a receipt from an established courier company, which bears a date on or before the date on which the report is due, shall be proof of mailing in a timely manner."

Penalty for Late Filing (F.S. 106.07(8)(a) and (b)). "Any candidate or political action committee failing to file a report on the designated due date shall be subject to fine. The fine shall be \$50 per day for the first 3 days late, and thereafter, \$500 per day for each day late, not to exceed 25 percent of the total receipts or expenditures, whichever is greater, for the period covered by the late report. However, for the report immediately preceding the general election, the fine shall be \$500 per day for each late day, not to exceed 25 percent of the total receipts or expenditures, whichever is greater, for the period covered by the late report." "Such fine shall not be an allowable campaign expenditure and shall be paid only from personal funds of the candidate."

Disposition of Surplus Funds; Ninety Day Termination Reports (F.S. 106.141(1)). "Each candidate who withdraws his or her candidacy, becomes an unopposed candidate, or is eliminated as a candidate or elected to office shall, within 90 days, dispose of the funds on deposit in his or her campaign account and file a report reflecting the disposition of all remaining funds." (Campaign Treasurer's Termination Report)



## CAMPAIGN TREASURER'S REPORT SUMMARY

OFFICE USE ONLY

(1) SHERRI QUARRIE  
Name(2) 701 PINE ST  
Address (number and street)MELBOURNE BEACH, FL 32951  
City, State, Zip Code☐ Check here if address has changed

(3) ID Number: \_\_\_\_\_

(4) Check appropriate box(es):

☒ Candidate Office Sought: Town of Melbourne Beach☐ Political Committee (PC)☐ Electioneering Communications Org. (ECO)☐ Party Executive Committee (PTY)☐ Independent Expenditure (IE) (also covers an individual making electioneering communications)☐ Check here if PC or ECO has disbanded☐ Check here if PTY has disbanded☐ Check here if no other IE or EC reports will be filed

## (5) Report Identifiers

Cover Period: From 7 / 01 / 21 To 7 / 31 / 21 Report Type: M7 <sup>2021</sup>☐ Original☐ Amendment☐ Special Election Report

## (6) Contributions This Report

Cash & Checks \$ \_\_\_\_\_, \_\_\_\_\_, 200.<sup>00</sup>

Loans \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Total Monetary \$ \_\_\_\_\_, \_\_\_\_\_, 200.<sup>00</sup>

In-Kind \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

## (7) Expenditures This Report

Monetary Expenditures \$ \_\_\_\_\_, \_\_\_\_\_, 0.

Transfers to Office Account \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Total Monetary \$ \_\_\_\_\_, \_\_\_\_\_, 0.

## (8) Other Distributions

\$ \_\_\_\_\_, \_\_\_\_\_, 0.

## (9) TOTAL Monetary Contributions To Date

\$ \_\_\_\_\_, \_\_\_\_\_, 200.<sup>00</sup>

## (10) TOTAL Monetary Expenditures To Date

\$ \_\_\_\_\_, \_\_\_\_\_, 0.

## (11) Certification

It is a first degree misdemeanor for any person to falsify a public record (ss. 839.13, F.S.)

I certify that I have examined this report and it is true, correct, and complete:

(Type name) SHARON QUARRIE☐ Individual (only for IE or electioneering comm.) ☒ Treasurer ☐ Deputy TreasurerX S. Quarrie  
Signature(Type name) SHERRI QUARRIE☒ Candidate ☐ Chairperson (only for PC and PTY)X S. Quarrie  
Signature

# CAMPAIGN TREASURER'S REPORT - ITEMIZED CONTRIBUTIONS

(1) Name SHERA QUARRIE (2) I.D. Number \_\_\_\_\_

(3) Cover Period 7 / 1 / 21 through 7 / 3 / 21 (4) Page 1 of 1

(5) Date	(7) Full Name (Last, Suffix, First, Middle)	(8) Contributor Type   Occupation		(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
(6) Sequence Number	Street Address & City, State, Zip Code	Type	Occupation	Type	Description	Amendment	Amount
7, 30, 21	SHARON QUARRIE	S	Retired	CHECK			200 <sup>00</sup>
7 / 1	701 Pine St Melbourne BEACH						
1 / 1							
1 / 1							
1 / 1							
1 / 1							
1 / 1							

Town of Melbourne B  
507 Ocean <sup>83</sup> Avenue  
Melbourne Beach FL 32951

Payee: SHERRIE QUARRIE  
Date: 8/12/2021 Time: 1:40  
Receipt Number: DAILY / 20201537  
Clerk: GREG

CAMPAIGN ACCOUNT

ITEM	REFERENCE	AMOUNT
ELEC	FILING FEE	
Elect Trust Fd		41.00
Total:		41.00
Check 98		41.00
Change:		0.00

Thank You !

*SHERRIE QUARRIE Campaign Account*  
*701 PINE ST*  
*MELBOURNE BEACH FL*

63-215/631  
DATE *8/9/21*

98

PAY TO THE ORDER OF *Town of Melbourne Beach* \$ *41.00*  
*fourty one dollars & xx* DOLLARS

SUNTRUST  
MEMO *Filing Fee* ACH RT 061000104 *J. Pearce* MP

⑆063102152⑆1000288938177⑈0098

STATEMENT OF  
FINANCIAL INTERESTS

2020

Please print or type your name, mailing  
address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME:

Quarrie Sherri

6633

MAILING ADDRESS:

701 Pine St

CITY:

Melbourne Bch, FL

ZIP:

32951-2224

COUNTY:

Brevard

NAME OF AGENCY:

Melbourne Beach

NAME OF OFFICE OR POSITION HELD OR SOUGHT:

Town Commissioner

CHECK ONLY IF ☐ CANDIDATE OR ☐ NEW EMPLOYEE OR APPOINTEE\*\*\*\* THIS SECTION MUST BE COMPLETED \*\*\*\*

## DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2020.

## MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

☐ COMPARATIVE (PERCENTAGE) THRESHOLDS OR ☒ DOLLAR VALUE THRESHOLDS

## PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY
Social Security	Atlanta Ga	GOVERNMENT
RENTS	INDIAN HARBOR BEACH	RETAIL

## PART B -- SECONDARY SOURCES OF INCOME

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

## PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

You are not limited to the space on the  
lines on this form. Attach additional  
sheets, if necessary.FILING INSTRUCTIONS for when  
and where to file this form are  
located at the bottom of page 2.INSTRUCTIONS on who must file  
this form and how to fill it out  
begin on page 3.



**PART 85 — INTANGIBLE PERSONAL PROPERTY** [Stocks, bonds, certificates of deposit, etc. - See instructions]  
(If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE

BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

**PART E — LIABILITIES** [Major debts - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR

ADDRESS OF CREDITOR

**PART F — INTERESTS IN SPECIFIED BUSINESSES** [Ownership or positions in certain types of businesses - See instructions]  
(If you have nothing to report, write "none" or "n/a")

BUSINESS ENTITY # 1

BUSINESS ENTITY # 2

NAME OF BUSINESS ENTITY

ADDRESS OF BUSINESS ENTITY

PRINCIPAL BUSINESS ACTIVITY

POSITION HELD WITH ENTITY

I OWN MORE THAN A 5% INTEREST IN THE BUSINESS

NATURE OF MY OWNERSHIP INTEREST

**PART G — TRAINING** For elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.



**I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.**

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

**SIGNATURE OF FILER:**

Signature:

*J. Pearson*

Date Signed:

7/14/2021

**CPA or ATTORNEY SIGNATURE ONLY**

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, \_\_\_\_\_, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FILING INSTRUCTIONS:**

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

**Local officers/employees** file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

**State officers or specified state employees** who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

**Candidates** file this form together with their filing papers.

**MULTIPLE FILING UNNECESSARY:** A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

**WHEN TO FILE: Initially**, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** must file at the same time they file their qualifying papers.

**Thereafter**, file by July 1 following each calendar year in which they hold their positions.

**Finally**, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2020.



**TOWN OF MELBOURNE BEACH, FLORIDA**  
**CANDIDATE NOMINATION PETITION**

We, the undersigned qualified electors of the Town of Melbourne Beach, Florida, hereby request that the name of Sheri Quattric be placed on the November 2, 2021 Official Municipal Election Ballot for Office of Commission for a three (3) year term to expire in November 2024.

We further certify that we have not signed the petition of any other candidate for this particular office for this election.

**Instructions for Signers:** The person(s) signing this petition must: (1) be a Melbourne Beach, Florida resident and registered voter; (2) sign legal name as it appears on the Melbourne Beach voting list (no nicknames allowed); (3) print actual street address (no P.O. Boxes allowed); (4) print date of birth or voter registration number listed on voter card; (5) **Legibly** print legal name as it appears on the Melbourne Beach voting list; (6) sign only once on this petition; (7) **NOT** sign another person's name; (8) **NOT** sign for another candidate running for the same office. Signers understand that the Town Clerk cannot certify the name of a voter that cannot be read due to illegible writing.

Clerk Use Only	Signature	Date Signed	Actual Street Address; (Not a P.O. Box) Include Town, State, Zip	Date of Birth or Voter Registration #	Print Full Legal Name First & Last Name
1.	<i>Robert J Hoffman</i>	8/10	701 Pine St Melbourne Beach, FL 32951	02/01/2002	Robert J. Hoffman Jr.
2.	<i>Robert J Hoffman</i>	8/10	701 Pine St Melb. Bch. FL 32951	9/13/66	Robert J Hoffman
3.	<i>Bob Hoffman</i>	8/10	509 Sunset Blvd. Melb. Bch. FL 32951	7/20/59	John R. Hoffman
4.	<i>Bob Hoffman</i>	8/10	509 Sunset Blvd Mel. Bch. 32951	5/24/88	Frank E Hoffman
5.	<i>Mark Thomas Montgomery</i>	8/10	515 Sunset Blvd Melb Bch FL 32951	3/12/65	Mark Thomas Montgomery
6.	<i>Chase Montgomery</i>	8/10	515 Sunset Blvd Melbourne Bch, FL 32951	10/26/98	Chase Montgomery
7.	<i>Lyndia Montgomery</i>	8/10	515 Sunset Blvd 32951 Melb Bch	04/26/65	Lyndia Montgomery
8.	<i>Bruce G. Morgan</i>	8-10	501 Sunset Blvd. 32951 Melb. Bch	09/22/1954	Bruce G. Morgan
9.	<i>Gary M. Palois</i>	8/10	516 Sunset Blvd Melb Bch FL 32951	03/08/1955	Gary M. Palois
10.	<i>Sharon Palois</i>	8/10	516 Sunset Blvd Melb. Bch	11/13/1960	Sharon Palois



We further certify that we have not signed the petition of any other candidate for this particular office for this election

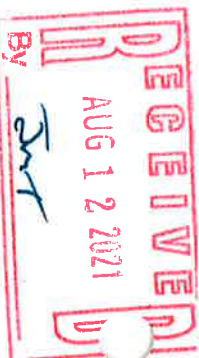
RECEIVED  
JUL 10 1964  
By *Int* (10)

87





**TOWN OF MELBOURNE BEACH, FLORIDA**  
**CANDIDATE NOMINATION PETITION**



We, the undersigned qualified electors of the Town of Melbourne Beach, Florida, hereby request that the name of Sherril Quenik be placed on the November 2, 2021 Official Municipal Election Ballot for Office of Commission for a three (3) year term to expire in November 2024.

We further certify that we have not signed the petition of any other candidate for this particular office for this election.

(See instructions on Page 1.)

7

Clerk Use Only	Signature	Date Signed	Actual Street Address; (Not a P.O. Box) Include Town, State, Zip	Date of Birth or Voter Registration #	Print Full Legal Name First & Last Name
21.	<i>William A. Chapman</i>	8-11-21	504 Avenue A Melbourne, Fla FL	9-24-1966	William Boyd Chapman
22.	<i>Susan Wallace</i>	8/11/21	419 Avenue A Melbourne FL 32951	7/3/64	Susan Wallace
23.	<i>Jeff Wallace</i>	8/11/21	419 Ave A Melbourne FL 32951	11/24/57	Jeff Wallace
24.	<i>Sherry Wallace</i>	8/11/21	314 6th Ave. Melbourne 32951	10/7/64	Marjorie Alford
25.	<i>James Samuel Carver</i>	8/11/21	502 Atlantic Ave. Melbourne 32951	3/3/67	James Samuel Carver
26.	<i>Alan Carver</i>	8/11/21	404 Sunset Blvd. Melbourne 32951	6/12/64	Alan Grant Carver
27.	<i>John Carver</i>	8/11/21	408 Hildreth Tr. Melbourne, Fla	5/29-40	John Carver
28.					
29.					
30.					

### Town Clerk's Certification

Municipality: Melbourne Beach, Florida

Total Valid: 27

Total Invalid: 0

I hereby certify that the names of all the petitioners listed as valid appear on the Melbourne Beach, Florida voting list as a qualified voter, and that the candidate filed the petition during the qualifying period.

Signature of Town Clerk

  
Jennifer Torres, Town Clerk

Date

August 12, 2021





## TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

# CANDIDATE CHECKLIST

*Marivi Walker*

### Checklist of Candidate Qualifying Forms

These forms are to be completed by the Candidate and turned in to the Town Clerk.

Town Clerk to  
fill in Date  
of Submission:

The first 5 documents may be submitted before the candidate qualifying dates begin. The rest need to be filed during candidate qualifying dates:

*Jmt 8/13/21*

1. DS-DE 9 Appointment of Campaign Treasurer & Designation of Campaign Depository Form. This MUST be completed before opening a campaign account.

*Jmt 8/13/21*

2. TMB-02 Willingness to Serve Statement

*Jmt 8/13/21*

3. DS-DE 84 Statement of Candidate (must file within 10 days after filing the forms above)

*Jmt 8/13/21*

4. DS-DE 302NP Candidate Oath – Non-Partisan Office, per F.S. 99.012

*Jmt 8/13/21*

5. Candidate Forms & Information Receipt

*Jmt 8/13/21*

6. TMB-01 Nominating Petitions with 25 Signatures of Qualified Town electors.

*Jmt 8/13/21*

7. Payment of Filing/State Assessment Fees: Check for \$41 made payable to Town of Melbourne Beach. The check MUST be from the campaign account per Town Code 13-6(c).

*Jmt 8/13/21*

8. FORM 1 Statement of Financial Interests

Note: Forms DS-DE12, 13, 14 & 87 must be filed with the Town Clerk according to the Campaign Treasurer Reporting Dates listed.

Note: The Town Clerk is not authorized to interpret election law. Please contact the Brevard County Supervisor of Elections at 321-255-4401 if you have any questions.

AUG 13 '21 AM 9:12

# **APPOINTMENT OF CAMPAIGN TREASURER AND DESIGNATION OF CAMPAIGN DEPOSITORY FOR CANDIDATES**

(Section 106.021(1), F.S.)

(PLEASE PRINT OR TYPE)

**NOTE: This form must be on file with the qualifying officer before opening the campaign account.**

OFFICE USE ONLY

**1. CHECK APPROPRIATE BOX(ES):**

☒ Initial Filing of Form      Re-filing to Change: ☐ Treasurer/Deputy    ☐ Depository    ☐ Office    ☐ Party

**2. Name of Candidate** (in this order: First, Middle, Last)

Maria Vittoria Walker

**3. Address** (include post office box or street, city, state, zip code)

511 Riverside Dr  
Melbourne Beach FL 32951

**4. Telephone**

(321) 914 3114

**5. E-mail address**

marivimelbeach@gmail.com

**6. Office sought** (include district, circuit, group number)

Commissioner at large

**7. If a candidate for a nonpartisan office, check if applicable:**

☐ My intent is to run as a Write-In candidate.

**8. If a candidate for a partisan office, check block and fill in name of party as applicable:** My intent is to run as a

☐ Write-In    ☒ No Party Affiliation    ☐ \_\_\_\_\_ Party candidate.

**9. I have appointed the following person to act as my** ☒ Campaign Treasurer    ☐ Deputy Treasurer**10. Name of Treasurer or Deputy Treasurer**

Marivi Walker

**11. Mailing Address**

511 Riverside Dr

**12. Telephone**

(321) 914 3114

**13. City**

Mel Bch

**14. County**

Brevard

**15. State**

FL

**16. Zip Code**

32951

**17. E-mail address**

marivimelbeach@gmail.com

**18. I have designated the following bank as my** ☒ Primary Depository    ☐ Secondary Depository**19. Name of Bank**

PNC Bank

**20. Address**

305 Fifth Ave

**21. City**

Indialantic

**22. County**

Brevard

**23. State**

FL

**24. Zip Code**

32903

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FORM FOR APPOINTMENT OF CAMPAIGN TREASURER AND DESIGNATION OF CAMPAIGN DEPOSITORY AND THAT THE FACTS STATED IN IT ARE TRUE.**

**25. Date**

8/13/21

**26. Signature of Candidate**

X

**27. Treasurer's Acceptance of Appointment** (fill in the blanks and check the appropriate block)

I, Marivi Walker, do hereby accept the appointment  
(Please Print or Type Name)

designated above as:

☒ Campaign Treasurer

☐ Deputy Treasurer.

8/13/21

X

Date

Signature of Campaign Treasurer or Deputy Treasurer





# TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

AUG 13 '21 AM 9:12

## Willingness to Serve Statement

Ref: Town Charter Section 2.02

"I am a candidate for the Office of Town Commissioner for a term of three years for the Town of Melbourne Beach, Florida in the Municipal General Election to be held on Tuesday, November 2, 2021."

"I am a qualified elector in the Town of Melbourne Beach, Florida and I have resided in the Town for at least six continuous months immediately prior to the date of qualifying for this office."

"I agree to serve if elected."

Marivi Walker  
Printed Name

Commissioner at Large  
Office sought

511 Riverside Dr  
Home Address

Mel Bch, FL 32951  
City, State, Zip

marivi.melbeach@gmail.com  
Email

Associate Director of Graduate Admissions  
Occupation

"Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true."

Dated this 13 day of August, 2021.

X [Signature]  
Signature of Candidate

STATE OF FLORIDA  
BREVARD COUNTY

Subscribed and sworn to before me this 13<sup>th</sup> day of August, 2021 by

Marivi Walker who is personally known to me or who produced  
FL. DL. as identification.



Jennifer Torres  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG980183  
Expires 4/20/2024

[Signature]  
Notary Public – State of Florida  
Notary Stamp

AUG 21 AM 9:12

# STATEMENT OF CANDIDATE

(Section 106.023, F.S.)

(Please print or type)

OFFICE USE ONLY

I, Mariya Walker,

candidate for the office of Commissioner-at-large - Term 1;  
Melbourne Beach

have been provided access to read and understand the requirements of

Chapter 106, Florida Statutes.

X



Signature of Candidate

8/13/21

Date

Each candidate must file a statement with the qualifying officer within 10 days after the Appointment of Campaign Treasurer and Designation of Campaign Depository is filed. Willful failure to file this form is a first degree misdemeanor and a civil violation of the Campaign Financing Act which may result in a fine of up to \$1,000, (ss. 106.19(1)(c), 106.265(1), Florida Statutes).

AUG 13 '21 AM 9:12

## CANDIDATE OATH – NONPARTISAN OFFICE

(Do not use this form if a Judicial or School Board Candidate)

Check box **only** if you are seeking to qualify as a write-in candidate:

☐ Write-in candidate

OFFICE USE ONLY

### Candidate Oath

(Section 99.021(1)(a), Florida Statutes)

I, Marivi Walker

(Print name above as you wish it to appear on the ballot. If your last name consists of two or more names but has no hyphen, check box ☐. (See page 2 - Compound Last Names). No change can be made after the end of qualifying. Although a write-in candidate's name is not printed on the ballot, the name must be printed above for oath purposes.)

am a candidate for the nonpartisan office of

Commissioner at large

(Office)

305

(District #)

(Circuit #)

(Group or Seat #)

; I am a qualified elector of

Brevard

County, Florida;

I am qualified under the Constitution and the Laws of Florida to hold the office to which I desire to be nominated or elected; I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.

Candidate's Florida Voter Registration Number (located on your voter information card): \_\_\_\_\_

Phonetic spelling for audio ballot: Print name phonetically on the line below as you wish it to be pronounced on the audio ballot as may be used by persons with disabilities (see instructions on page 2 of this form): [Not applicable to write-in candidates.]

Mah-ree-vel Wah-l-ker

X

Signature of Candidate

Telephone Number

Email Address

5112 River Side Dr

Mel Bch

FL

32951

Address

City

State

ZIP Code

STATE OF FLORIDA

COUNTY OF Brevard

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me this 13th  
day of August, 2021.

Personally Known: \_\_\_\_\_ or Produced Identification: ☒

Type of Identification Produced: FL DL



Jennifer Torres  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG980183  
Expires 4/20/2024



## TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

AUG 13 '21 AM 9:12

### Candidate Forms & Information Receipt 2021

I, Mariela Walker, candidate for Office in the Town of Melbourne Beach acknowledge receipt of the following forms, publications and/or website addresses from the Town Clerk, and further acknowledge that it is the candidate's responsibility to familiarize themselves with the rules and regulations regarding their candidacy by reading and understanding the publications by accessing the websites and materials provided:

1. Town of Melbourne Beach Election Information, including:
  - a. Website for the Candidate and Campaign Treasurer Handbook.
  - b. Website for the Chapter 106, Florida Statute, on Campaign Financing.
  - c. Website for the Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees.
  - d. Website for the Town of Melbourne Beach Charter & Election Laws.
2. Campaign Treasurer Reports Reporting Dates.
3. Candidate Checklist.
4. Appointment of Campaign Treasurer and Designation of Campaign Depository Form (DS-DE9)
5. Willingness to Serve Form (TMB-02)
6. Statement of Candidate (DS-DE84)
7. Candidate's Oath for Non-Partisan Office (DS-DE 302NP)
8. Affidavit for use of Nickname
9. Candidate Nominating Petitions Form (TMB-01)
10. Campaign Treasurer's Report Summary (DS-DE12)
11. Campaign Treasurer's Report of Itemized Contributions (DS-DE13)
12. Campaign Treasurer's Report of Itemized Expenditures (DS-DE14)
13. Waiver of Report to file if there are no contributions and no expenditures (DS-DE87)
14. Statement of Financial Interests (FORM-1)
15. Form to request Voter Registration Data from Brevard County Supervisor of Elections.
16. Political Advertisement Guidelines
17. Political Sign Restrictions.
18. Town of Melbourne Beach Political Sign Regulations. (Town Code 7A-52(g)(12))
19. Solicitation at the Polls or Early Voting Site.
20. Brevard County Voter Registration Information.
21. Notice of 2021 General Election Canvassing Board Dates.

Signature of Candidate

Date

Print Full Name

AUG 13 '21 AM 9:12



## AFFIDAVIT FOR USE OF NICKNAME

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_,  
who being first duly sworn or placed under affirmation, says:

1. My legal name is Maria-Vittoria Walker.  
I am over the age of eighteen (18) and the contents of this affidavit are true and correct.

2. I am a candidate for the office of Commissioner-at-Large.

3. My nickname is Marivi.  
I am generally known by this nickname or have used it as part of my legal name. I have not created the nickname to mislead voters. I plan to designate this nickname on my candidate oath as the name I wish to have printed on the ballot when I submit the candidate oath form during the qualifying period for the above office.

4. Attached are 1 documents that show that my nickname is one by which I am generally known or is one that I have used as a part of my legal name:

Marivi Walker Signature of Affiant  
Marivi Walker Printed/Typed Name of Affiant

Sworn to and subscribed before me this 13<sup>th</sup> day of August 2021.

Jennifer Torres Signature of Notary Public  
Jennifer Torres Printed Name

☐ Personally known or

☒ Produced Identification

Type of Identification Produced FL. DL.





**Marivi Walker**

*Associate Director  
Graduate Admission*

Florida Institute of Technology  
150 W. University Blvd.  
Melbourne, FL 32901-6975

O: 321-674-8322

mvwalker@fit.edu  
floridatech.edu/graduate-admissions



Town of ~~99~~bourne B  
507 Ocean Avenue  
Melbourne Beach FL 32951

Payee: WALKER

Date: 8/13/2021 Time: 9:10

Receipt Number: DAILY / 20201540

Clerk: GREG

ELECTION FEE  
FILING

ITEM	REFERENCE	AMOUNT
ELEC	FILING FEI	
Elect Trust Fd		41.00
Total:		41.00
Check 775		41.00
Change:		0.00

Thank You !

Marion Walker  
511 Riverside Dr  
Mel Bch FL 32951

DATE 8-13-21

63-8419/2670  
775

PAY  
TO THE  
ORDER OF

Town OF Melbourne Beach

\$ 41<sup>00</sup>/<sub>100</sub>

forty one<sup>00</sup>/<sub>100</sub>

DOLLARS



PNC Bank, N.A. 001

*Walker*

FOR

Commissioner app Fee

⑆267084199⑆ 1238439739⑈

100  
FORM 1STATEMENT OF  
FINANCIAL INTERESTS

2020

Please print or type your name, mailing  
address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

Walker, Maria Vittoria

MAILING ADDRESS :

511 Riverside Dr

CITY :

Mel Beach

ZIP :

FL

COUNTY :

Brevard

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

Town of Mel Bch Commissioner

CHECK ONLY IF ☒ CANDIDATE OR ☐ NEW EMPLOYEE OR APPOINTEE\*\*\*\* THIS SECTION MUST BE COMPLETED \*\*\*\*

## DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2020.

## MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

☐

COMPARATIVE (PERCENTAGE) THRESHOLDS OR

☒

DOLLAR VALUE THRESHOLDS

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY
Florid Tech	150 W University Blvd Mel Bch, FL 32901	Income

## PART B -- SECONDARY SOURCES OF INCOME

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
n/a			

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

n/a

You are not limited to the space on the  
lines on this form. Attach additional  
sheets, if necessary.FILING INSTRUCTIONS for when  
and where to file this form are  
located at the bottom of page 2.INSTRUCTIONS on who must file  
this form and how to fill it out  
begin on page 3.





**TOWN OF MELBOURNE BEACH, FLORIDA  
CANDIDATE NOMINATION PETITION**

We, the undersigned qualified electors of the Town of Melbourne Beach, Florida, hereby request that the name of MARVIN WALKER be placed on the November 2, 2021 Official Municipal Election Ballot for Office of Commission for a three (3) year term to expire in November 2024.

We further certify that we have not signed the petition of any other candidate for this particular office for this election.

**Instructions for Signers:** The person(s) signing this petition must: (1) be a Melbourne Beach, Florida resident and registered voter; (2) sign legal name as it appears on the Melbourne Beach voting list (no nicknames allowed); (2) print date of signing; (3) print actual street address (no P.O. Boxes allowed); (4) print date of birth or voter registration number listed on voter card; (5) **Legibly** print legal name as it appears on the Melbourne Beach voting list; (6) sign only once on this petition; (7) **NOT** sign another person's name; (8) **NOT** sign for another candidate running for the same office. Signers understand that the Town Clerk cannot certify the name of a voter that cannot be read due to illegible writing.

Clerk Use Only	Signature	Date Signed	Actual Street Address; (Not a P.O. Box) Include Town, State, Zip	Date of Birth or Voter Registration #	Print Full Legal Name First & Last Name
		8/10/21	1005 Hibiscus Trl	03/09/91	Corey Runte
		8-10-21	1005 Hibiscus Trail	11/09/90	KRISTA RUNTE
		8/11/21	515 Magnolia Ave.	03/18/91	Cary Runte
		8/11/21	607 Hibiscus Trl	11/21/79	ARLO JOHNSON
		8-11-21	607 Hibiscus Trail	11/21/79	JESSICA JOHNSON
		8/11/21	702 Shannon Ave	12/25/88	KELSEY HOFFMAN
		8/11/21	702 Shannon Ave	3/19/87	MATTHEW HOFFMAN
		8/12/21	606 Hibiscus Trl		MICHAEL WILLIAMS JR.
		8-12-21	606 Hibiscus Trail	11/2/82	STACY WILLIAMS
		8-11-21	515 Magnolia Avenue	7/22/91	KATE WALTON



**TOWN OF MELBOURNE BEACH, FLORIDA**  
**CANDIDATE NOMINATION PETITION**

6

We, the undersigned qualified electors of the Town of Melbourne Beach, Florida, hereby request that the name of Muriel Walker be placed on the November 2, 2021 Official Municipal Election Ballot for Office of Commission for a three (3) year term to expire in November 2024.

We further certify that we have not signed the petition of any other candidate for this particular office for this election.

**Instructions for Signers:** The person(s) signing this petition must: (1) be a Melbourne Beach, Florida resident and registered voter; (2) sign legal name as it appears on the Melbourne Beach voting list (no nicknames allowed); (2) print date of signing; (3) print actual street address (no P.O. Boxes allowed); (4) print date of birth or voter registration number listed on voter card; (5) **Legibly** print legal name as it appears on the Melbourne Beach voting list; (6) sign only once on this petition; (7) **NOT** sign another person's name; (8) **NOT** sign for another candidate running for the same office. Signers understand that the Town Clerk cannot certify the name of a voter that cannot be read due to illegible writing.

Clerk Use Only	Signature	Date Signed	Actual Street Address; (Not a P.O. Box) Include Town, State, Zip	Date of Birth or Voter Registration #	Print Full Legal Name First & Last Name
1.		8/10/21	150 Riverside Drive Melbourne Beach, FL 32951	09/02/69	Terrence A Cronin Jr MD
2.		8/10/21	150 Riverside Dr. Mel Bch, FL 32951	08/17/67	Ava Kristina Cronin
3.		8/10/21	205 Flamingo Ave Melbourne Beach FL 32951	06/11/98	Megan Marie Cronin
4.		8/10/21	2003 Neptune Dr. Melb. Bch FL 32951	7/23/60	Zelda Marie Tenenitz
5.		8/10/21	410 BANYAN WAY MELBOURNE BEACH, FL 32951	6/17/72	Aina J. Danielsen
6.		8/10/21	410 BANYAN WAY MELBOURNE BEACH, FL 32951	12/26/41	Wesley J. Danielsen
7.					
8.					
9.					
10.					

AUG 13 '21 AM9:13



**TOWN OF MELBOURNE BEACH, FLORIDA  
CANDIDATE NOMINATION PETITION**

14

We, the undersigned qualified electors of the Town of Melbourne Beach, Florida, hereby request that the name of Mariya Wake be placed on the November 2, 2021 Official Municipal Election Ballot for Office of Commission for a three (3) year term to expire in November 2024.

We further certify that we have not signed the petition of any other candidate for this particular office for this election.

**Instructions for Signers:** The person(s) signing this petition must: (1) be a Melbourne Beach, Florida resident and registered voter; (2) sign legal name as it appears on the Melbourne Beach voting list (no nicknames allowed); (3) print actual street address (no P.O. Boxes allowed); (4) print date of birth or voter registration number listed on voter card; (5) **Legibly** print legal name as it appears on the Melbourne Beach voting list; (6) sign only once on this petition; (7) **NOT** sign another person's name; (8) **NOT** sign for another candidate running for the same office. Signers understand that the Town Clerk cannot certify the name of a voter that cannot be read due to illegible writing.

Clerk Use Only	Signature	Date Signed	Actual Street Address; (Not a P.O. Box) Include Town, State, Zip	Date of Birth or Voter Registration #	Print Full Legal Name First & Last Name
	<i>Gretchen DeJong</i>	8-10-21	400 Pelican Key Melbourne Beach, FL 32951	01-04-1964	Gretchen DeJong
	<i>Linda Tersack</i>	8-10-21	1903 Neptune Dr. Melbourne Beach, FL 32951	12-21-1960	Linda Tersack
	<i>Marybelle Gold</i>	8-10-21	405 Pelican Key Melbourne Beach FL 32951	1-22-1955	Marybelle Gold
	<i>M. L. Conklin</i>	8-10-21	1905 N. 1st St. DC, MD 20001	9-30-67	M. L. Conklin
	<i>Alison Moss</i>	8-10-21	401 Driftwood Ave Melbourne Beach FL	5-9-62	Alison Moss
	<i>Susan Littlejohn</i>	8-10-21	403 Driftwood Ave Melbourne Beach FL	5-18-70	Susan Littlejohn
	<i>Elaine Starker</i>	8-10-21	405 Driftwood Ave Melbourne Beach FL 32951	10-5-58	Elaine Starker
	<i>John Hader</i>	8-10-21	405 Driftwood Ave Melbourne Beach FL 32951	4-9-53	John Hader

103



39.					
40.					

### Town Clerk's Certification

Municipality: Melbourne Beach, Florida

Total Valid: 29

Total Invalid: 1

I hereby certify that the names of all the petitioners listed as valid appear on the Melbourne Beach, Florida voting list as a qualified voter, and that the candidate filed the petition during the qualifying period.

Signature of Town Clerk

Jennifer Torres, Town Clerk

Date

8/13/2021

AUG 13 '21 AM 9:13

## Town Commission Agenda Item

**Section:** New Business

**Meeting Date:** August 18, 2021

**Subject:** Research Painting of Crosswalks

**Submitted By:** Mayor Hoover

**Background Information:**

**Recommendation:**

1. Approve start of research on painting of negative spaces inside Town crosswalks, see attached materials for examples. Reach out to SPAR council and Brevard arts community (EGAD, Brevard Cultural Alliance) for recommendations on professional artists & materials for project. Following research on cost, artists, and design options the Town Manager will bring this back as an agenda item for our consideration and a vote for approval.
2. Pressure clean and refinish existing crosswalks that have pavers (along west Ocean Ave), to begin immediately.
3. Paint crosswalks in all locations where a sidewalk intersects with an town street, to begin immediately. These locations include, but are not limited to:
  - a. North A1A at Magnolia, Colony, Acacia, Sunset, Ave B (both sides), Ave A (both sides)
  - b. Riverside at Poinsettia, Harland, Riverside Cr, Sunset, Ave B, Ave A
  - c. South A1A at 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, Surf, Cherry
  - d. Oak St at 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, Surf, Orange, Cherry

**Attachments:**

- Six (6) Photos

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## Town Commission Agenda Item

**Section:** New Business

**Meeting Date:** August 18, 2021

**Subject:** Discussion of Town leadership (Town Manager)

**Submitted By:** Commissioner Walters

### Background Information:

The Town finance clerk was hired as Town Manager on or about March 12, 2019. in violation of written Town Commission hiring policies. There are minimum requirements for the job which she did not meet. Since that time there have several incidents involving violations of State Law to include but not limited to allowing a police employee to install town property in his personal vehicle which he then used on police patrol daily. This exposed the Town to massive liability. The Town manager authorized the Town Attorney to write two Ordinances and an agreement for a private citizen (Frank Kofflin 500 First avenue.) at a cost that exceeds \$3500.00. The Town Manager, in violation of state law, polled the majority Town Commissioners privately and then authorized and paid a non-budgeted contract in reference to the police chief investigation into assaulting a subordinate officer.

The Town has lost about half of the Town employees to date due to terminations and resignations, most forced.

The Town Manager has refused/failed to provide me with public records I requested (see email requesting the billing she said on May19, 2021 was sent to Mr. Kofflin)

The Town Manager has failed to respond to my questions sent via email.

The Town Manager has failed to manage the police department and Town staff resulting in numerous terminations or resignations of professional police officers and town employees with years of experience and excellent evaluations. Walton Ray, Nancy Wilson, Fitzgerald, Vila, Teliso, Ftzgerald, Eply, and several others.

The Town manager failed to follow direction of the Town Commission to write DOT and request a traffic light change.

The Town Manager failed to properly supervise the previous Town code officer resulting in fiasco with over size boats and trailers where a resident in clear violation was sent a letter saying he was not in violation

The Town Manager has allow continued strife in the police department. One officer who is not sick being encouraged to take his sick time and retire early using sick time. This is in direct violation of town policy. Another being written for contacting his Union Rep

(Lawyer). Note: nothing in the police policies requires him to contact the police chief first unless he chooses to do so. To say he can't talk to his Union representative over a police policy issue before talking with the police chief is a violation of his rights. Period

**Recommendation:**

To be discussed at meeting.

**.Attachments:**

- Frank Kofflin Billing – Not Found
- Officer Dovale complaint
- Officer Smith's write up (discussion)
- My email to Town Manager requesting the Frank Kofflin's billing
- My email to the Town Clerk requesting Frank Kofflin billing.
- Contract for investigation of police chief (non-budgeted, violation of State law.)
- Officer Fitzgerald complaint
- Officer Telsio complaint
- Officer Vila response to his resigning.
- Lt. Eply resignation and response



# State of Florida

## Florida Commission on Human Relations

An Equal Opportunity Employer • Affirmative Action Employer

4075 Esplanade Way • Room 110 • Tallahassee, Florida 32399-7020

(850) 488-7082 / FAX: (850) 487-1007

<http://fchr.state.fl.us>

United in One Goal: Equal Opportunity and Mutual Respect



**Mario Garza**

Chair

**Cheyenne Costilla**

Interim

Executive Director

### NOTICE OF FILING OF COMPLAINT OF DISCRIMINATION

November 4, 2020

Town of Melbourne Beach  
C/o Ms. Elizabeth Mascaro, Town Manager  
507 Ocean Avenue  
Melbourne Beach, FL 32951

Certified Receipt #: 9171999991703364363285

Re: FCHR No. 202127070  
EEOC No. 15D202100087  
Dovale v. Town of Melbourne Beach

Dear Ms. Mascaro:

You are hereby notified that the enclosed charge of employment discrimination has been filed against your company or organization.

The charge was filed under one or more of the following laws: (a) the Florida Civil Rights Act of 1992, as amended (Chapter 760, Florida Statutes); (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Age Discrimination in Employment Act (ADEA); and/or (d) the Americans with Disabilities Act (ADA).

The law prohibits retaliation against any person for making a complaint or for testifying, assisting or participating in an investigation, proceeding or hearing on an alleged unlawful employment practice.

The Commission invites you to participate in a Mediation Conference in an effort to expeditiously and amicably resolve this dispute. Mediation offers an alternative process to investigating this complaint and is designed to allow the parties to resolve this matter in a voluntary and informal manner. It is our experience that mediation can result in reduced costs associated with investigation and litigation and saves time by avoiding a lengthy investigation by arriving at an early and mutually-agreeable resolution in a non-adversarial proceeding.

#### COMMISSIONERS

**Monica Cepero**  
Fort Lauderdale

**Libby Farmer**  
Tallahassee

**Mario Garza** *Chair*  
Lakewood Ranch

**Dawn Hanson**  
Tallahassee

**Larry Hart**  
Fort Meyers

**Darrick McGhee** *Vice Chair*  
Tallahassee

**Kenyetta Mullins Moyer**  
Tallahassee

**Vivan Myrtetus**  
Miami

**Jay Pichard**  
Tallahassee

**Angela Primiano**  
Hollywood

NOV 12 '20 PM 1:27

Notice of Filing, FCHR No. 202127070  
Page Two

**PLEASE ADHERE TO THE FOLLOWING DUE DATES:**

**If you wish to participate in FCHR's mediation process, please complete, sign, date and return all of the enclosed forms (A, B, C, and D) to the Commission within 25 days of the date of this letter. Please note, mediation will not occur unless both sides agree to participate.**

**If you do not wish to participate in FCHR's mediation process, please provide the information requested on Form C, along with a signed and dated copy of Form D to the Commission within 25 days of the date of this letter.**

Form C has been tailored to obtain relevant and necessary information to evaluate the factual allegations made in the complaint of discrimination. Please note that if the requested information is not provided to the Commission within the timeframe indicated above, an adverse finding may be issued or the Commission may invoke its power to subpoena the information. You are therefore urged to respond completely to each item on this form. This is an initial investigative inquiry and additional information may be required in the future.

In the event you receive this letter and are not the authorized representative for this company or organization, please contact the Commission immediately at (850) 488-7082.

Sincerely,

Employment Investigations Unit  
(850) 488-7082



Notice of Filing, FCHR No. 202127070  
Page Two

**PLEASE ADHERE TO THE FOLLOWING DUE DATES:**

**If you wish to participate in FCHR's mediation process, please complete, sign, date and return all of the enclosed forms (A, B, C, and D) to the Commission within 25 days of the date of this letter. Please note, mediation will not occur unless both sides agree to participate.**

**If you do not wish to participate in FCHR's mediation process, please provide the information requested on Form C, along with a signed and dated copy of Form D to the Commission within 25 days of the date of this letter.**

Form C has been tailored to obtain relevant and necessary information to evaluate the factual allegations made in the complaint of discrimination. Please note that if the requested information is not provided to the Commission within the timeframe indicated above, an adverse finding may be issued or the Commission may invoke its power to subpoena the information. You are therefore urged to respond completely to each item on this form. This is an initial investigative inquiry and additional information may be required in the future.

In the event you receive this letter and are not the authorized representative for this company or organization, please contact the Commission immediately at (850) 488-7082.

Sincerely,

Employment Investigations Unit  
(850) 488-7082





# State of Florida

## Florida Commission on Human Relations

An Equal Opportunity Employer • Affirmative Action Employer

4075 Esplanade Way • Room 110 • Tallahassee, Florida 32399-7020

(850) 488-7082 / FAX: (850) 487-1007

<http://fchr.state.fl.us>

United in One Goal: Equal Opportunity and Mutual Respect



**Mario Garza**

*Chair*

**Cheyenne Costilla**

*Interim*

*Executive Director*

## FORM A

### AGREEMENT TO MEDIATE

FCHR No.: 202127070

EEOC No.: 15D202100087

Charging Party: Dovale, Richard      Respondent: Town of Melbourne Beach

This is an agreement by the parties to participate in a mediation involving Richard Dovale and Town of Melbourne Beach in the above referenced charge. The parties understand that mediation is a voluntary process that may be terminated at any time.

The Commission invites the parties and, if they desire, their representatives and/or attorneys to attend a mediation session. No one else may attend without the permission of the parties and the consent of the mediator(s).

Mediation can be conducted in person or via telephone. In-person mediations are held in Tallahassee or in Sanford free of charge; or at a location specified by the parties if the mediator's travel expenses are reimbursed by the parties. If the parties agree to pay for the mediator's travel expenses, the Commission will send an invoice directly to the parties after mediation, and payment should then be submitted directly to the Commission. The mediator will not accept travel reimbursement payments.

The mediator(s) will not function as the representative of either party. However, the mediator(s) may assist the parties in understanding their rights and the terms of any proposed settlement agreement. Each party acknowledges that he or she has been advised by the Commission to seek independent legal review prior to signing any settlement agreement.

#### COMMISSIONERS

**Monica Cepero**  
*Fort Lauderdale*

**Libby Farmer**  
*Tallahassee*

**Mario Garza** *Chair*  
*Lakewood Ranch*

**Dawn Hanson**  
*Tallahassee*

**Larry Hart**  
*Fort Meyers*

**Darrick McGhee** *Vice Chair*  
*Tallahassee*

**Kenyetta Mullins Moye**  
*Tallahassee*

**Vivan Myrtetus**  
*Miami*

**Jay Pichard**  
*Tallahassee*

**Angela Primiano**  
*Hollywood*

The parties acknowledge that the mediator(s) possesses the discretion to terminate the mediation at any time if an impasse occurs or if either party or the mediator deems the case inappropriate for mediation.

The parties recognize that mediation is a confidential process and agree to abide by terms of the attached Confidentiality Agreement.

\_\_\_\_\_  
Charging Party                      Date

\_\_\_\_\_  
Respondent                      Date

\_\_\_\_\_  
Charging Party's Representative    Date

\_\_\_\_\_  
Respondent's Representative    Date

The parties acknowledge that the mediator(s) possesses the discretion to terminate the mediation at any time if an impasse occurs or if either party or the mediator deems the case inappropriate for mediation.

The parties recognize that mediation is a confidential process and agree to abide by terms of the attached Confidentiality Agreement.

\_\_\_\_\_  
Charging Party                      Date

\_\_\_\_\_  
Respondent                      Date

\_\_\_\_\_  
Charging Party's Representative      Date

\_\_\_\_\_  
Respondent's Representative      Date



**FORM B**  
**CONFIDENTIALITY AGREEMENT**

FCHR No.: 202127070

EEOC No.: 15D202100087

1. The parties agree to participate voluntarily in mediation in an effort to resolve the charge(s) filed with the FCHR.
2. The parties agree that all matters discussed during the mediation conference are confidential, unless otherwise discoverable, and cannot be used as evidence in any subsequent administrative or judicial proceeding. Confidentiality, however, will not extend to threats of imminent physical harm or incidents of actual violence that occur during the mediation process.
3. The parties agree not to subpoena the mediator(s) or compel the mediator(s) to produce any documents provided by a party in any pending or future administrative or judicial proceeding. The mediator(s) will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding. The parties further agree that the mediator(s) will be held harmless for any claim arising from the mediation process.
4. Mediation sessions will not be tape-recorded or transcribed by the FCHR, the mediator or any of the participants at the mediation conference. All information or materials provided to or created by the mediator, including all notes, records or documents generated during the course of the mediation process, will be destroyed by the mediator after conclusion of the mediation conference. The parties or their representatives are not prohibited from retaining their own notes. However, the FCHR will not maintain any such notes or records as part of its record-keeping procedures.
5. If a settlement is reached by all of the parties, the agreement shall be reduced to writing and, when signed by both parties, shall be binding upon all parties to the agreement. If the charge(s) is not resolved through mediation, it is understood by the parties that the charge(s) will be transferred to FCHR's investigative unit for further processing.

---

Charging Party                      Date

---

Respondent                              Date

---

Charging Party Representative      Date

---

Respondent Representative      Date



## FORM C

### INFORMATION/DOCUMENT REQUEST

1. What is the corporate legal name of your company or agency?
2. Does your company have 15 or more employees?

Under the Florida Civil Rights Act of 1992, an employer is any person employing 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year, and any agent of such person. **If you claim to have less than 15 employees, please submit copies of your payroll records (for current and preceding years), a sworn statement that you do not have interrelated operations with other entities, and copies of your current and preceding years IRS Form 940 or 941 (Quarters 1 – 4) and Employee Quarterly Report RT-6 (Quarters 1-4).** NOTE: "Current year" means the calendar year during which the most recent personal harm occurred.

3. Describe your business operations or agency functions.
4. Submit a statement that thoroughly describes your position regarding the events alleged by Charging Party. Provide a direct response to each allegation as stated on the complaint. Include any additional information and explanation you consider relevant to the complaint.
5. Provide sworn statements or affidavits from the persons who were responsible for the actions taken which led to this complaint, explaining why they deemed the actions necessary. Send sworn statements from other individuals who can verify the facts in support of your position.
6. Provide copies of documents from official records in support of your position. Include copies of relevant personnel action forms and memoranda from the personnel files of the Charging Party and any comparatives.
7. Send copies of appropriate sections of written rules, policies and procedures or portions of policy manuals or employee handbooks which relate to the issues raised in the complaint. Provide an explanation for any unwritten policies or established practices which apply to the issues.
8. Provide the total number of employees at the facility where Complainant was employed, with a breakdown by race (white, black, Hispanic, Asian, American Indian) and gender (male and female). Your latest EEO-1 report will meet this requirement. If this complaint is based on disability, send the total number of employees with known disabilities (omit race and gender).
9. If the complaint was based on a disability, pregnancy or religion, indicate what efforts were made to accommodate the Charging Party's condition/basis. If no accommodation was made, please explain why.

## FORM C

### INFORMATION/DOCUMENT REQUEST

1. What is the corporate legal name of your company or agency?
2. Does your company have 15 or more employees?

Under the Florida Civil Rights Act of 1992, an employer is any person employing 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year, and any agent of such person. **If you claim to have less than 15 employees, please submit copies of your payroll records (for current and preceding years), a sworn statement that you do not have interrelated operations with other entities, and copies of your current and preceding years IRS Form 940 or 941 (Quarters 1 – 4) and Employee Quarterly Report RT-6 (Quarters 1-4).** NOTE: "Current year" means the calendar year during which the most recent personal harm occurred.

3. Describe your business operations or agency functions.
4. Submit a statement that thoroughly describes your position regarding the events alleged by Charging Party. Provide a direct response to each allegation as stated on the complaint. Include any additional information and explanation you consider relevant to the complaint.
5. Provide sworn statements or affidavits from the persons who were responsible for the actions taken which led to this complaint, explaining why they deemed the actions necessary. Send sworn statements from other individuals who can verify the facts in support of your position.
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8. Provide the total number of employees at the facility where Complainant was employed, with a breakdown by race (white, black, Hispanic, Asian, American Indian) and gender (male and female). Your latest EEO-1 report will meet this requirement. If this complaint is based on disability, send the total number of employees with known disabilities (omit race and gender).
9. If the complaint was based on a disability, pregnancy or religion, indicate what efforts were made to accommodate the Charging Party's condition/basis. If no accommodation was made, please explain why.



State of \_\_\_\_\_  
County of \_\_\_\_\_

**FORM D**  
**AFFIDAVIT TO AUTHENTICATE DOCUMENTS**

**1. TRUE AND CORRECT COPIES**

I (We)

\_\_\_\_\_  
(Names(s) of custodian(s) of record(s))

\_\_\_\_\_  
(Title(s) of such person(s))

after being duly sworn, hereby attest that the attached documents are true and correct copies of the originals maintained by

\_\_\_\_\_  
(Name of Respondent or Entity Keeping Documents)

\_\_\_\_\_  
(Name of Sections(s) or Division(s) Maintaining Records(s))

\_\_\_\_\_  
(Signature of Custodian(s))

Sworn to and Subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_



### **MEDIATION RULES**

FCHR mediation is a process in which a neutral mediator helps complainant and respondent resolve their dispute by suggesting different ways of settling the matter. The mediator will not make any judgment or determination and will not provide legal advice. Mediation will not be used as a fact-finding or discovery proceeding.

Mediation will be conducted **within 45 days** from the date the case was assigned to FCHR's mediation unit. Participation in mediation is voluntary; any participant may withdraw from or suspend the mediation process at any time for any reason. The participants are to act in good faith in the mediation and work toward a satisfactory resolution. "Good faith" means an affirmative duty to listen to the concerns and suggestions of the other participants and to communicate honestly and with integrity. Good faith also means that **participants come to the mediation with sufficient authority to negotiate an agreement and they are prepared to provide a settlement request/offer.**

Complainant must be able to present sufficient information concerning the reason(s) he/she believes discrimination occurred. Complainant will be prepared to present what **relief/resolution** he/she is requesting **with an itemized statement of losses.**

Respondent must furnish information that supports the respondent's position. Respondent representative must have the **authority to settle** and provide a **settlement offer.**

**Please remember that mediation is designed to explore resolution and will not be used as evidentiary exchange. The parties will be prepared to explore settlement options and be open to compromise.**

### **BENEFITS OF MEDIATION**

**Confidential** – The process is private, off the record and informal.

**Impartial** – The mediator is a neutral party whose goal is to facilitate mutual resolution.

**Free** – Mediation is provided at no cost to either party unless the mediator is requested to travel.

**Everyone wins** – Mediation is the best way to preserve or build a better working or parting relationship.

### **REASONS TO MEDIATE v. LITIGATE**

Mediation lets you create your own solution

Mediation is fair and neutral

Mediation improves communication

Mediation saves time and money

Mediation helps to uncover the real issues in your workplace

Mediation leads to cooperation in the workplace

If resolution is reached, it's done in a "no fault" manner

Mediation avoids litigation



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**FLORIDA COMMISSION ON HUMAN RELATIONS**  
**4075 Esplanade Way, Room 110, Tallahassee, Florida 32399**

Date Stamp (FCHR Use Only)

FLORIDA COMMISSION ON  
HUMAN RELATIONS

2020 NOV -2 PM 12: 11

<b>A. PERSONAL INFORMATION</b>		<b>FCHR No. 202127070</b>	
<b>Name</b> Richard Dovale		<b>E-Mail Address</b> rdovale@icloud.com	<b>Date of Birth</b> 09/27/1967
<b>Mailing Address</b> 1667 Talbott Street S.E.		<b>Home Telephone Number (area code)</b> -	
<b>City, State, and Zip Code</b> Palm Bay, FL 32909		<b>Work (if possible to call you there)</b>	
<b>B. BUSINESS INFORMATION (employer, labor organization, employment or government agency, etc.)</b>			
<b>Name</b> Town of Melbourne Beach	<b>Number of Employees</b> 15+	<b>Telephone Number</b> +1 (321) 724-5860	
<b>Street Address (Branch/Office in Florida)</b> 507 Ocean Avenue	<b>City, State and Zip Code</b> Melbourne Beach, FL 32951	<b>County</b> Brevard	
<b>C. CAUSE OF DISCRIMINATION BASED ON - Check appropriate box(es)</b> <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input checked="" type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> DISABILITY/HANDICAP <input type="checkbox"/> NATIONAL ORIGIN <input checked="" type="checkbox"/> AGE <input type="checkbox"/> MARITAL STATUS <input checked="" type="checkbox"/> RETALIATION		<b>DATE MOST RECENT DISCRIMINATION TOOK PLACE</b> (month, day, year)   September 14, 2020	
<b>D. DISCRIMINATION STATEMENT:</b>			
<p>I believe I have been discriminated against pursuant to Chapter 760 of the Florida Civil Rights Act, and/or Title VII of the Federal Civil Rights Act, and/or the Age Discrimination in Employment Act, and/or the Americans with Disabilities Act as applicable for the following reason(s): Complainant (CP) was subjected to disparate treatment, retaliation, different terms and conditions of employment because of his age (53) and sex-male. CP performed the duties and responsibilities of his position in a satisfactory manner since 2002. In 10/22/2019, an officer joking called CP a homophobic slur. CP was asked by Chief Griswold if he wanted anything done, he had already informed her that he didn't. However, the officer was still written up for it. The officer was still written up for it" and complainant received another email asking again if he wanted something done about it and Chief Griswold wrote the homophobic slur in the email which is now public record. Then Chief Griswold required all officers to complete sexual harassment training with Human Resources, my squad one day and the other squad would complete it "in a few days" but the only ones that completed it was myself and 3 other officers. Another whole squad never completed it. This training was a year ago. Approximately a month later, Chief Griswold called a sergeant a homophobic slur in front of at least two officers who in turn told CP. Respondent subjected CP to a hostile work environment and encouraged him to retire early, even suggesting he use his sick time towards the end of his retirement date "so he could leave early if he wanted." CP still has approximately 2 years left before his retirement. The Town Manager asked CP why he was still working, she stated he was old enough and just needed to quit and go to the Bahamas. Since his meeting with the Town Manager he has been involuntarily placed at an elementary school as a Resource Officer. CP inquired why he was being placed at the school, but the supervisors only provided the response of, they did not know, and he just needed to do his 2 years he had left and leave. During the weeks of 08/23-9/06/2020, CP requested a service vehicle with working air condition. CP states those requests were denied and was told to "roll the windows down." CP has still not been provided a vehicle with working air condition to which are available. On 09/14/2020, CP met with Finance Manager Jennifer Kerr who he guesses is also an HR personnel and informed her that he wanted to make a hostile work environment complaint and handed her a memo stating such. She advised him that she did not know what to do and would get back with him, 30-minutes later CP received an email telling him to complete a grievance form and to get with his supervisor.</p>			
I REQUEST TO BE AFFORDED FULL RELIEF TO WHICH I AM ENTITLED TO UNDER THE LAW(S).			
<b>E. VERIFICATION.</b> Under penalties of perjury, I declare that I have read the foregoing complaint of discrimination and that the facts stated in it are true. I will advise the agency if I change my address or telephone number and I will cooperate fully with them in the processing of my complaint in accordance with their procedures.			

SIGNATURE OF COMPLAINANT

*OK. Nihil Doreale*

DATE

*10/27/2020*

## EMPLOYMENT COMPLAINT OF DISCRIMINATION

RECEIVED  
HUMAN RELATIONS  
COMMISSION OF  
2020 NOV -2 PM 12:11

SIGNATURE OF COMPLAINANT

*Off. Nihil Doreale*

DATE

*10/27/2020*

## EMPLOYMENT COMPLAINT OF DISCRIMINATION

RECEIVED  
U.S. COMMISSION ON  
HUMAN RELATIONS  
2020 NOV -2 PM 12:11





# Florida Commission on Human Relations

4075 Esplanade Way, Suite 110  
Tallahassee, Florida 32399

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL**

100

FIRST-CLASS MAIL

11/06/2020

11/06/2020  
US POSTAGE \$004.20



ZIP 32399

91 7199 9991 7033 6436 3285

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group (CG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the control group (CG). The EG was divided into two subgroups: the experimental group (EG) and the experimental group (EG). The subjects were divided into two groups: the control group (CG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the control group (CG). The EG was divided into two subgroups: the experimental group (EG) and the experimental group (EG).

[illegible]



# **PERFORMANCE DISCUSSION RECORD 11.02B**

LOCATION: 507 Ocean Ave.

Employee Name: Christopher Smith

Job Title: Officer

Department: MELBOURNE BEACH POLICE

Note: This form is to be used to record instances of exemplary conduct or ability and/or instances of misconduct, inefficiency. This record will be placed on the employee's file.

## **TYPE OF PERFORMANCE DISCUSSION (Check all that apply)**

<input type="checkbox"/>	Special Recognition	<input type="checkbox"/>	Verbal Warning
<input type="checkbox"/>	Developmental Action Plan	<input type="checkbox"/>	1st Written Warning
<input type="checkbox"/>	Performance Improvement Needed	<input type="checkbox"/>	2nd Written Warning
<input type="checkbox"/>	Memo to File	<input type="checkbox"/>	3rd / Final Written Warning
<input type="checkbox"/>	Follow up to earlier discussion/s dated:	<input type="checkbox"/>	Termination
<input type="checkbox"/>	Probationary Appraisal Discussion	X	Other: Discussion

## **Details Performance Feedback: (Describe employee performance in detail)**

Throughout the past couple of months, I have spoken to you about taking your time and paying more attention to details when it comes to your reports. This includes grammar, spelling, entering numbers correctly, evidence, and correcting all of the corrections that are given back to you from any of your supervisors.

In reference to your arrest reports, there has been a few occasions where you have had to amend them. You have had a few arrest reports in the past year where the judge has found no Probable Cause for the arrest due to the lack of pertinent information not being put in them. One occurrence, the Chief had to personally walk your amended arrest report up to the State Attorney's Office because you did not put that you field tested the suspected drugs in question that were related to the particular case. You have also had to drive to FDLE to correct some packaging involving evidence from one of your cases. Within the past few weeks, you also had a DUI arrest and charged the driver for a refusal to submit, but did not issue the refusal citation at the time the report was sent to State Attorney's Office.

It has also been a common occurrence that when you enter a citation number in your case reports, that you enter them incorrectly.

There have been quite a few mistakes with parking citations and gas receipts as well. In reference to the parking citations, there were some that needed to be corrected due to them having the wrong case report number on them or you sending the photograph with the wrong parking citation number or case report number in the email. When this occurs, it affect others to have to take time to look for and make proper corrections, but the individuals that attempt to pay them as well, if they are not corrected prior to payment.

The concern with the gas receipts has recently been brought to my attention. Within the past month, you have gotten the gas receipts for your patrol car and one of the ATV's mixed up. An example of this is on a gas receipt for only a few dollars of gas, you wrote on it that it was for your patrol car, when you entered the odometer reading of the ATV. Then on one of your vehicle receipts, you entered the odometer number that was approximately 10,000 miles more than what was on a receipt from a few days prior to for the same vehicle.

In reference to being given a direct order from any one of the Supervisor's. Policy 1.03.24 UNJUST OR IMPROPER ORDERS states, "Employees receiving lawful orders they feel are unjust or contrary to department directives shall first obey the order to the best of their ability, and then report the circumstances, in writing, via the chain of command, to the Chief of Police." This means that any concern you may have must be attempted to be addressed and handled within the department, not by bypassing the chain of command and having it go straight to the Police Union Representative to be taken to the Town Manager.

As per our conversation on 4/20/2021 and 8/2/2021, please make sure that you thoroughly check the restrooms



located at both parks prior to securing them for the evening. If you notice any criminal mischief/graffiti inside, you must document it accordingly.

**Desired Results:** (Describe the expected results and itemize specific steps to be taken by the employee in achieving such result. Include steps to be taken, criteria for measurement, dates for follow up and consequences if not achieved)

In the future, when you submit any paperwork, it is important that you double-check all of your paperwork prior to submitting. This includes any evidence as well. You must also make sure that all of the corrections given back to you are corrected prior to resubmitting.

These concerns stated above, will continue to be monitored moving forward and failure to do complete these tasks will result in progressive discipline.

I believe that after this discussion, these mistakes will not have to be addressed again in the future.

You are a great asset to have in this agency and I believe that if you slow down and double-check all of your work prior to submitting it, it will be an easy task to complete.

**Employee Comments:**

I concur with all aspects except Paragraph #6.  
Paragraph #6 is under protest.

**FOLLOW UP DATE: N/A**

Supervisor Signature: *[Signature]* 304 Date: 8/4/21

*I have read and understand the contents of this report, and my signature only acknowledges receipt of such document:*

Employee Signature: *[Signature]* Date: 8/4/21

Chief's Signature: *[Signature]* Date: 8-24-21

**From:** [Melbourne Beach Town Manager](#)  
**To:** [Steve Walters](#); [Melbourne Beach Town Clerk](#)  
**Subject:** RE: BILLING 500 FIRST AVENUE FOR ZONING CHANGE COSTS  
**Date:** Friday, June 25, 2021 9:38:59 AM  
**Attachments:** [image002.jpg](#)

---

Steve,

I have not been able to locate a copy of the invoice sent from the finance office. When a copy is located, it will be sent to you. I don't expect the finance manager to return until the end of July.

Regards

**Elizabeth Mascaro**  
**Town Manager**

[townmanager@melbournebeachfl.org](mailto:townmanager@melbournebeachfl.org)  
 507 Ocean Ave., Melbourne Beach, FL 32951-2523  
 (321) 724-5860 Fax (321) 984-8994  
[www.melbournebeachfl.org](http://www.melbournebeachfl.org)



*Brevard County's Oldest Beach Community – Established 1883*

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

CONFIDENTIALITY NOTICE: This electronic transmission, including any attachments, may contain confidential information that is legally privileged and exempt from disclosure. The information is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient or any employee/agent responsible for delivering the message to that recipient, you are hereby notified that any disclosure, dissemination, copying, distribution or the taking of any action in reliance on the contents of this confidential information is strictly prohibited. If you have received this communication in error, please destroy it and immediately notify me at [townmanager@melbournebeachfl.org](mailto:townmanager@melbournebeachfl.org) or (321) 724-5860.

---

**From:** Steve Walters

**Sent:** Friday, June 25, 2021 9:21 AM

**To:** Melbourne Beach Town Clerk

**Cc:** Melbourne Beach Town Manager

**Subject:** BILLING 500 FIRST AVENUE FOR ZONING CHANGE COSTS

Good morning

I am still waiting for the requested public records requested 10 days ago. The Town Manager advised me in our public meeting that he was billed for the cost of this zoning change request.

If you can not produce the billing documents. Please advise me as to "why" you can not as stipulated

in the public records law.

Thank you

SW



**From:** [Steve Walters](#)  
**To:** [Melbourne Beach Town Manager](#)  
**Cc:** [Wyatt Hoover](#); [Joyce Barton](#); [Sherri Quarrie](#); [Corey Runte](#); [Melbourne Beach Town Clerk](#)  
**Subject:** Re: BILLING FRANK KOFFLIN, 500 FIRST AVENUE FOR ZONING CHANGE ATTORNEY COSTS  
**Date:** Friday, June 25, 2021 10:57:07 AM

---

Good morning Elizabeth

(Town **Commssioners please do not respond to me to preserve sunshine law**)

Why would our finance manager be off for more than a month? Why would it matter as it relates to a public record? Can't you give her a call and ask her?

You are a Town Manager who was employed as the Finance Clerk then Finance Manager for a few years and taught the finance job to our current finance manager who had no experience (see Town audits) and you should know how to retrieve a billing. I will try to contact Mr. Kofflin to see if he received a billing and I will place this entire issue on the next regular meeting agenda. I think it a shame that residents and elected Town Commissioners have to wait for over a month to receive a "financial public record" when the law clearly says differently.

You know that I also challenged that the taxpayers paid more than \$3500 in legal and other services to a private citizen on his personal request to change zoning. Is that even legal? He should have hired his own attorney. You and the Town Attorney told me the 500 first avenue owner would be billed for the excess costs even though you forgot to add that specific cost to the Towns current resolutions/ordinances. (we finally did at the last regular meeting)

As a reminder that was after several costly ordinances sent to us by the Town Planning and Zoning board when the Town commission had no interest or knowledge were rejected. Those P&Z proposed ordinances weren't authorized by the Town Commission. That resulted in wasting thousands of taxpayer dollars and the Town Commission telling you then NO more Ordinances without Town Commission approval.

How this mistake ever happened is beyond my comprehension. Paying for a private citizen's legal fees via two Ordinances and a written agreement was wrong in my opinion and the taxpayers need to be reimbursed.

Regards

Commissioner Walters

**From:** [Steve Walters](#)  
**To:** [Melbourne Beach Town Clerk](#)  
**Subject:** Records: Billing of owner 500 first avenue  
**Date:** Sunday, June 13, 2021 11:08:30 AM

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Good morning

Please provide me a copy of the billing to the owner of 500 First avenue. That billing would be to cover extensive extra costs, to include attorney fees, for his failed attempt to change our zoning laws so he could build a 4 plex apartment unit in a single family residential zone.

Also include a copy of his payment of that billing.

Thanks



# CPS HR CONSULTING

## CONSULTING SERVICES AGREEMENT Town of Melbourne Beach – Investigation Services

This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of November 25, 2019 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."

**A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.

**B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit ("A")). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.

**C. Compensation.**

**1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.

**2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.

**3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.

**D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc. assessed against the transactions

contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR's net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

**E. Term and Termination of Agreement.**

**1. Term.** The term of this Agreement is from the Effective Date through January 31, 2020.

**2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.

**3. Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.

**4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

**F. Limited Warranty.**

**1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.

**2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS

**AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.**

**G. Work Product.**

**1. Ownership.** Upon CPS HR' receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

**2. Retention of Rights.** Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content, and copyrighable works.

**H. Release of Information to Third Parties.**

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate with each other in seeking any relief necessary to maintain the confidentiality of

the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

**I. Indemnification.** CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR' willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR' expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR' liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

**J. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

**K. Miscellaneous.**

**1. Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons listed in the Statement of Work.

**2. Dispute Resolution; Remedies.**

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in

irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

**3. Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

**4. Governing Law.** This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

**5. Force Majeure.** Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

**6. Waiver.** The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

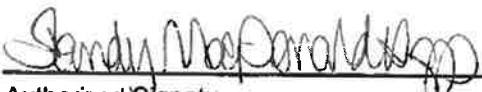
**7. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

**8. Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

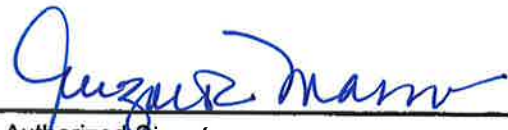
**9. Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

**10. Ambiguities.** As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba  
CPS HR Consulting**  
2450 Del Paso Rd, Ste 220, Sacramento, CA 95834

By:   
Authorized Signature  
Name: Sandy MacDonald  
Title: CEO

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

By:   
Authorized Signature  
Name: Elizabeth Mascaro  
Title: Town Manager



**Exhibit A  
Statement of Work**

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR shall provide the Town of Melbourne Beach (Town) a review of an Internal Affairs investigation involving a Lieutenant and an investigation of claims levied against the current Chief of Police by one of the Town's Officers.

**Scope of Work:**

- Meet and consult with the Town Manager to verify the scope of the project.
- Review decisions and all related documents including any incident statements, video material, related emails, as well as policies/guidelines relevant to the alleged incident(s).
- Interview principal parties and potential witnesses, as needed.
- Prepare and provide a written report of the investigation process, allegations, analysis and findings; and a thumb drive with supporting notes and exhibits.

2. **CLIENT RESPONSIBILITIES:**

a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team. Client's Project Representative will be responsible for the following activities:

1. Coordinating all meeting schedules, conference calls, facilities and equipment needs
2. Coordinating interview schedules and facilities and distributing project update information

b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.

3. **CPS HR PROJECT MANAGER:** Ron Clare                      Phone: 916-471-3387

4. **CLIENT REPRESENTATIVE:** Elizabeth Mascaro              Phone: 321-724-5860

5. **SERVICE FEES:**

- a. All Services provided to Client by CPS HR hereunder are priced on a **FIXED PRICE** basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").
- b. CPS HR will invoice Client at the fixed fee rate of \$1,800. CPS HR will submit one invoice upon completion of services. Client will pay CPS HR within thirty (30) days following receipt of invoice.
6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
7. This SOW covers work requested and performed prior to the commencement of this SOW.

**Town Manager**

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**From:** fitz152@aol.com  
**Sent:** Monday, January 20, 2020 3:26 PM  
**To:** Town Manager  
**Cc:** Jim Simmons; Wyatt Hoover; Sherri Quarrie; Steve Walters; Corey Runte; fitz152@aol.com  
**Subject:** Investigation Into False Information Given

Dear Mrs. Mascaro:

As a former Police Officer with the Melbourne Beach Police Department, and having a total of 28 years law enforcement experience, I'm disheartened to have to take this action.

I began my employment with the Melbourne Beach Police Department on October 30, 2018 and resigned on July 15, 2019. While working with the brave men of this agency was an honor and privilege, I can't say the same for working with Mrs. Griswold.

Mrs. Griswold's lack of leadership ability and people skills were apparent immediately. She has created a toxic work environment and put the men under her command under undue stress that they did not have job security and resulted in the voting in of Costal PBA. This clearly upset Mrs. Griswold a great deal. I attempted to speak with her in private about the work place tension. I advised her how the men felt, and that they were concerned for their jobs. Her response was dismissive. I told her that I understood the tension between her and the two senior sergeants but after she was appointed Chief of Police it would have been the right thing for the agency, and the public safety of the Town, to make them part of her team. She said there was a lot of history I didn't know, again dismissive.

On Founder's Day along with several other officers I observed Mrs. Griswold physically push an officer into the water cooler in the squad room. I could not believe that this behavior was being tolerated.

On June 20, 2019 I was hospitalized for an infection in my elbow. This required surgery to correct and intravenous antibiotics. When I was released from the hospital I was cleared for light duty to return to work. Mrs. Griswold advised me she was not granting me light duty and if I didn't return to work by July 22 2019 that I would be terminated. This again has everything to do with leadership and not policy. Mrs. Griswold has worked light duty during her career.

After this conversation with Mrs. Griswold I felt it was in my best interest to apply to another law enforcement agency. I did, and was given a conditional offer of employment. I went to police headquarters and spoke to Mrs. Griswold. I advised her I would be leaving and offered two weeks notice. She said that would not be necessary as manpower was not an issue. I told her I would return all of my equipment the following day and send an official resignation letter. I offered her the keys to my locker and she said that was not necessary and I could clean out my locker the following day.

As soon as I left the building she cut opened my locker and searched it. Just another unprofessional act on her part.

The agency I applied with met with Mrs. Griswold, and my conditional offer of employment was rescinded. I never spoke ill of Mrs. Griswold when I applied to this agency, as it was my hope to leave and just move on. I applied to a second agency and came out #1 on the process and was given a conditional offer of employment. Again after meeting with Mrs. Griswold, my conditional offer of employment was rescinded.

After having this offer of employment rescinded, I thought there must be something disqualifying in my personnel file. I made an appointment and reviewed and copied my file, background investigation polygraph and psychological exam. All are excellent.

Fortunately I was able to obtain documentation as to what Mrs. Griswold told the background screener. The information was false, and slanderous.

On January 16, 2020 I telephoned Mrs. Griswold in an attempt to speak to her cop to cop and resolve this issue. I mentioned the survey I recently received from the town in reference to my employment. I told her she might want to sit down with me so we could correct the record of my employment with the town. When I told her I knew she made false

12 statements to agencies I had been given conditional offers of employment with she became argumentative. She said she had no idea what I was talking about. She also said my file is what it is and its fine. When I let her know I had documentation as to what she is being quoted as saying she asked " You have a letter from another law enforcement agency?" When I said yes and told her again I was trying to have my good name and record corrected. I repeated I was trying to have the record corrected and that I only had two options, work this out with her or file a lawsuit and have her sworn and deposed. She then asked if I was threatening her, which is ridiculous, I responded I couldn't have been more positive and respectful in our conversation. Mrs. Griswold said she would get back to me with setting up a meeting.

13 The men of the Melbourne Beach Police Department deserve so much better leadership then what they have been dealing with for far too long. The residence of Melbourne Beach deserve so much better in a Chief of Police, and I deserve to have my good name and reputation restored.

14 It is time for you as the Town Manager, and you Mr. Mayor as well as the Commissioners to simply do the right thing. I am requesting a meeting with all of you, and I look forward to meeting with you to resolve this.

Respectfully

Mike Fitzgerald

732-599-8999

I





# LAW OFFICES OF ARCADIER, BIGGIE & WOOD

A Full Service, AV Rated Law Firm

Eve Travis, Esq. ‡

Amina Levy, Esq. ‡

Michael Douglas, Esq. ‡

February 5, 2020

VIA Facsimile and Regular U.S. Mail

Attn: Elizabeth Mascaro, Town Manager  
507 Ocean Avenue  
Melbourne Beach, FL 32951

**Re: Defamation / Demand to Cease and Desist**  
**My Client: Mr. Michael Fitzgerald**

Dear Ms. Mascaro:

This firm has been retained to represent the interests of Mr. Michael Fitzgerald. Specifically, we have retained to address the malicious defamatory statements the suspended Chief, Melanie Griswold has stated and continues to state to other agencies which has caused Mr. Fitzgerald extreme hardship including the loss of two jobs and now jeopardizing a third.

As way of background, Mr. Fitzgerald served as a police officer in New Jersey for over 25 years where he retired with honors and distinctions. After moving to Florida, Mr. Fitzgerald decided to unretire and go back into the work force to perform the job he loves as a police officer. In the late summer of 2018, Mr. Fitzgerald applied for the job of a police officer for the city of Melbourne Beach, was hired after a rigorous interview and background process, and thereafter began working as an officer on October 2018.

During Mr. Fitzgerald's tenure, Mr. Fitzgerald excelled at his job and had a clean record. However, Mr. Fitzgerald endured a severely hostile work environment at the hands of Chief Griswold. The hostile work environment included Chief Griswold committing bizarre behavior and acts against Mr. Fitzgerald. Indeed, the hostilities increased when Mr. Fitzgerald participated in unionization activities which visibly angered Chief Griswold. For the purpose of this letter, the bizarre acts of Chief Griswold including the protected retaliation Mr. Fitzgerald endured as a result of Mr. Fitzgerald's unionization activities, are outside the scope of this cease and desist letter.

On or about June 20, 2019, Mr. Fitzgerald went on a short medical leave due to a bona fide medical condition. During this leave, Mr. Fitzgerald was able to search for a job, as the bizarre behavior of Chief Griswold continued. Indeed, on or about July 14, Mr. Fitzgerald was offered an officer position with the city of West Melbourne. Mr. Fitzgerald immediately notified Chief Griswold and tendered his two weeks' notice; however, in a bizarre fashion, Chief Griswold said "I don't need your two weeks' notice. We are properly staffed, and you should leave now." Mr. Fitzgerald acquiesced so as not to anger the Chief further, and, per Chief Griswold's request, resigned. The separation documentation shows Mr. Fitzgerald followed all separation and notices protocols and left the department in good standing.

However, Mr. Fitzgerald's offer with the City of West Melbourne was rescinded. Mr. Fitzgerald suspected that Chief Griswold played a nefarious role but did not pursue any action at that time. Given the fact that Mr. Fitzgerald is not a man that enjoys litigation and is very confident in his experience and abilities, he shook it off and continued to apply for jobs elsewhere.

Once again, Mr. Fitzgerald received an offer of employment for Indian River County Police Department and once again, the offer was rescinded. At this time, Mr. Fitzgerald continued to believe Chief Griswold was interfering with his job prospects and was being black-balled by the local police community.

Mr. Fitzgerald was forced to expand his job search outside of Brevard County and applied for a job in Indian River County and a School Resource Officer. As part of that program, he applied for the Indian River County Sheriff's Office Guardian Training Program. As part of the program's processes, a background check investigation ensued.

Sheriff Deryl Loar completed an investigation which included an interview that Detective Joseph Karman had with Chief Melanie Griswold. During this interview, Chief Griswold defamed Mr. Fitzgerald by falsely and maliciously stating that Mr. Fitzgerald committed "policy violations and he would have been terminated had he not resigned. We know Chief Griswold disseminated this information because we have an October 12, 2019 letter from Sheriff Loar. We also have Mr. Fitzgerald public employment file, and we know that the information provided by Chief Griswold to Sheriff Loar's background investigation, was false.

Chief Griswold has also disseminated false information which has been legally expunged. This included Court allegations of domestic violence, which the Court dismissed as baseless and false, and ordered the record to be sealed and expunged. Herein, we are providing you with a copy of the Court's expungement order. You are now on notice that said information about domestic violence has been expunged and that if you continue disseminating said information, you will be sued.

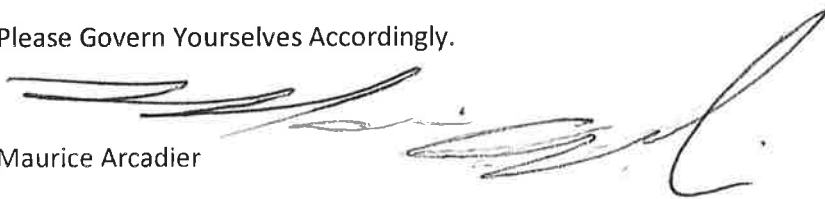
In sum, this is your formal cease and desist notice to immediately stop the dissemination of false information and to otherwise defame Mr. Fitzgerald.

If your unlawful conduct continues, we will not warn you again, but instead, will proceed with all the appropriate claims, including enjoining you from disseminating any more falsehoods. We would of course, at that time, pursue all legal remedies which Mr. Fitzgerald is entitled to, including back pay, front pay, compensatory damages, injunctive relief, and all attorney fees and costs.

Within the next ten days I look forward to hearing from you that you will take all appropriate actions to stop Chief Griswold from violating Mr. Fitzgerald's rights, including taking all appropriate actions to make sure the City of Melbourne Beach stops any further defamation against Mr. Fitzgerald.

Please Govern Yourselves Accordingly.

Maurice Arcadier





# **MELBOURNE BEACH POLICE DEPARTMENT**

**Matthew Smith**

**Sergeant**

507 Ocean Ave, Melbourne Beach, FL 32951

Phone: (321) 723-4343

Fax: (321) 725-3253



## MEMORANDUM SUMMATION

TO: Chief Melanie Griswold  
FROM: Sergeant Matthew Smith (Internal Affairs)  
RE: 2020-COMP-01; Officer Tilesio  
DATE: June 5<sup>th</sup>, 2020

### REFERENCE:

**Possible violations of the following Policies**

11.01.46 Negligence, Not Endangering  
11.01.50 Cowardice  
22.08.02 BODY WORN CAMERAS  
NEGLECT OF DUTY

### COMPLAINT:

On May 2<sup>nd</sup> 2020, Officers Tilesio and Vila responded to 1005 Atlantic Street, Sand on the Beach, reference possible violations of the Governor's Executive regarding alcohol sales and business restrictions. Due to numerous complaints about the business, a review of the officer's body camera footage was requested and during the review, a male was seen walking by the officers with a firearm clearly visible in the small of his back, clipped into his waistband. Neither officer confronted the male and later in the video a conversation took place when Officer Tilesio asked Officer Vila if he saw a male "open carrying" and stated "he's not hunting or fishing." Officer Vila responded saying he was recording multiple times and Officer Tilesio then commented there was a male here earlier with a bowie knife.

Chief Melanie Griswold requested an Internal Investigation be conducted of the incident, to see if there were any policy violations during the incident.

### MEMBER:

Officer John Tilesio ID# 317

### ACTIONS:

05/07/2020- Reviewed body camera footage from Officer Vila's body camera. I was unable to locate any body camera footage from Officer Tilesio.  
05/12/2020- Informed Officer Tilesio of his Internal Investigation and advised him Garrity and date of interview, which was 06/05/2020, 1000am.  
05/22/2020- Informed Officer Vila of his Internal Investigation and advised him Garrity and date of his interview, which was 05/29/2020, 1000am.  
05/29/2020- Conducted interview with Officer Vila, representative from Coastal Florida PBA present.  
06/02/2020- Gave Officer Tilesio DVD audio recording of Officer Vila's interview.



06/02/2020- Officer Tilesio requested date change of his interview, due to representative not being able to make it. Date changed to 06/04/2020, at his request.

06/04/2020- Conducted interview with Officer Tilesio, representative from Coastal Florida PBA present.

06/05/2020- Completed summations for Internal Investigation.

#### **Investigators findings:**

During the review of the body camera footage, Officer Tilesio turns his head and looks in the direction of the male with the firearm, clearly visible in the small of his back. At the moment he does this, a female worker at the establishment is walking toward Officer Tilesio, and is side by side with the male which had the firearm. She then walks past the male towards Officer Tilesio and starts to speak. Officer Tilesio stated he never saw the firearm when the male walked by. He also stated he was focused on the female and what she was saying. The video rebukes this, clearly showing the male in line with Officer Tilesio's vision. He then turns his head and does a slight double take back at the male. The female then walks directly up to Officer Tilesio and starts speaking and he turns back towards the female to converse with her.

Officer Tilesio stated during his Interview that the conversation that took place, less than 5 minutes later, where he stated on camera to Officer Vila, "did you see that guy open carrying, he's not hunting or fishing," was in regards to a different male that had a large bowie knife on his side. Officer Tilesio said he was saying this as a joke to Officer Vila, due to a prior incident Officer Vila had dealing with (3) males open carrying firearms, while going fishing. Officer Tilesio advised in his interview open carrying a bowie knife was not illegal, he was only joking with Officer Vila. On video, while the conversation was taking place, Officer Vila states multiple times, "I'm recording," and each time, Officer Tilesio looks at the camera and his facial expression appears to be concerned. When asked about his expression, Officer Tilesio said he did not want to get in trouble for joking. Officer Vila stated during his interview that while Officer Tilesio was talking about a male open carrying, he believed someone had a firearm. Officer Vila said that he thought this until Officer Tilesio stated the male had a bowie knife.

Officer Tilesio commented during his interview that he knew the law regarding firearms in places that sold alcohol and he asked if this investigator would make an arrest if they saw someone with a firearm sitting and eating in the place of business. This investigator explained they would and have, in the same establishment. Officer Tilesio also commented that if he would have seen the male carrying the firearm, he would have separated him and dealt with the situation.

When asked why Officer Tilesio did not have his body camera on while on scene, he stated he did not always turn it on for business checks and that not all officers do. When asked if he knew the policy regarding body cameras he stated he did. He then stated he should have had his body camera on.

It is this investigator's finding that Officer Tilesio did in fact see the male with a firearm and did not act. This is due to the location of the male with the firearm when Officer Tilesio looks in his direction, the location of the female, the inconsistencies with Officer Tilesio's comments about focusing on the female and what she was saying (when she had not yet spoke,) Officer Tilesio's facial expressions after seeing the firearm and due to knowing it is illegal to open carry a firearm if a person is not hunting, fishing or going to or from. I do believe Officer Tilesio was joking with Officer Vila about the open carrying of a firearm, due to Officer Vila's past situation regarding the open carrying of firearms. Officer Tilesio's concerned looks when finding out Officer Vila was recording also shows that he was concerned about the camera being active and the excuse he may get in trouble for making a joke does not warrant such a reaction.

I do not believe Officer Tilesio failed to act out of cowardice. At no time from the moment Officer Tilesio saw the firearm to when both officers spoke and Officer Vila was told about the male open carrying did Officer Tilesio appear scared. The only time Officer Tilesio seemed to be concerned, appeared to be due to the body camera recording.

It is this investigator's final findings that Officer Tilesio failed to perform his duties of addressing a male who was illegally open carrying a firearm. Officer Tilesio did not follow policy by activating his body camera.



Officer Tilesio did not show cowardice. The severity of his in-actions during this incident due to a male with a firearm being around alcohol, multiple other patrons (including children), and the "what ifs," that could have happened cause extra concern. There was a current Governor's Executive Order in place due to a global pandemic and the officers were there to have the establishment close, due to multiple violations. Officer Tilesio could have informed Officer Vila immediately, followed the male to the isolated area and dealt with the male, as he stated he would have done.

#### **COMPLAINT UNFOUNDED-**

**11.01.50 Cowardice** - Officers shall perform their required duties and shall not avoid such duties because of fear, lack of courage or resoluteness. Officers are not expected to enter imminently hazardous situations without assistance; however, they shall not fail to come to the aid of another member of the Department who is already engaged in a hazardous situation. **(Violation subject up to termination.)**

#### **COMPLAINT SUSTAINED-**

**11.01.46 Negligence, Not Endangering** - Employees shall not ignore or violate official directives, orders, or supervisory instructions or knowingly fail to properly execute the duties and responsibilities of their assigned positions.  
**(Violation subject up to termination.)**

#### **22.08.02 BODY WORN CAMERAS**

#### **NEGLECT OF DUTY**

Neglect of duty offenses include any act, failure to act or instance wherein an employee ignored, paid no attention to, disregarded, failed to care for, give proper attention to or carry out the duties and responsibilities of their position whether through carelessness, oversight or neglect, or when legally or statutorily required.

#### **Investigator's recommendation-**

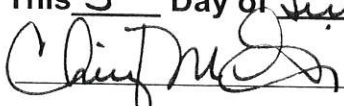
Due to Officer John Tilesio's apparent inability to admit his non-actions and that he saw the firearm, the fact he failed to act and neglected to perform his duties with a male open carrying a firearm and not following policy, Officer Tilesio should be terminated from the agency. If Officer Tilesio would have admitted fault and acknowledged his failure to perform his job duties, I do not feel termination would be the corrective action needed and this could have been a retraining issue or minor disciplinary action. However, Officer Tilesio was unable to admit fault in anything other than not turning on his body camera.

#### **OATH**

I, Sergeant Matthew T. Smith, do hereby swear, under penalty of perjury, that, to the best of my personal knowledge, information, and belief, I have not knowingly or willfully deprived, or allowed another to deprive, the subject of the investigation of any rights contained in ss. 112.532 and 112.533, Florida Statutes.

Signed   
Sergeant Matthew Smith

Sworn to and subscribed before me,  
The undersigned authority  
This 5 Day of June, 2020

  
Chief Melanie Griswold



# MELBOURNE BEACH POLICE DEPARTMENT

OFC. A. Vila

507 Ocean Ave, Melbourne Beach, FL 32951

Phone: (321) 723-4343

Fax: (321) 725-3253



## MEMORANDUM

TO: Chief Melanie Griswold

FROM: Ofc. Alexander Vila

RE: Law Enforcement Officer Resignation

DATE: 07/24/2020

Please accept this letter of resignation from the position of Police Officer, effective two weeks from today. My last day will be on 08/07/2020, A.V. A.V.

I truly appreciate everything the Town of Melbourne Beach Police Department has done for me, I will always cherish my time as a Melbourne Beach Police Officer. I am grateful for the opportunity to have served this community for approximately 4 years. I will never forget the relationships I gained as part of the police force with my colleagues, as well as the members of the community. During the next two weeks, I am willing to help in any way to make the transition as smooth as possible. Please let me know if there is anything specific that you would like me to do.

Again, it has been a pleasure working as a Police Officer for the Town of Melbourne Beach.

Best regards,

*Alexander F. Vila* 319  
Alexander F. Vila

*Ofc Vila I accept your letter and have advised you to continue your sick leave w/ your family. Your last day will be 8-7-20.*

*Melanie Griswold*





**MELBOURNE BEACH POLICE DEPARTMENT**  
**Lieutenant J. Epling**  
507 Ocean Ave, Melbourne Beach, FL 32951  
Phone: (321) 723-4343 Fax: (321)725-3253



MEMORANDUM

TO: Chief Melanie Griswold

FROM: Lieutenant Jason Epling

RE: Letter of Resignation

DATE: 12/08/2019

---

Please accept this letter as my official resignation. I am resigning my position due to a breach of my employment agreement/contract between myself and the Town of Melbourne Beach. Upon my hiring, I was guaranteed by the Town Manager the following provisions to my employment:

\* Due to the inability of the town to provide me with a take home vehicle; if I provided a vehicle, I would be provided a fuel card, service to said vehicle, and tires when needed. It was understood this vehicle would be the vehicle that I would use to perform my job. It was also stated my fuel expense to and from work would be covered due to the "on call at all times" nature of my position.

After working several weeks of having my fuel reimbursed by check, I was informed by Chief Griswold that I would no longer be reimbursed for any of my fuel. She further instructed me that I would need to drive a department patrol vehicle whenever I worked.

\* A Salaried employee position of \$60,000.00 per year, and a stipend of \$300 per month to compensate me for not utilizing the town medical insurance.

On 26 November 2019, Chief Griswold informed me the city was looking into changing my position from Salary to Hourly. This would also change my hours of pay from 80 hours per pay period to 84 hours per pay period. My calculations show this change would decrease my hourly wage by \$1.38 per hour. Without any further conversation on this issue; On Monday 02 December 2019 at 0720, while I was out of town at school, I received an email from Chief Griswold informing me I was now a hourly employee and the schedule would be changed to give me the hours needed to meet the 84 hours per pay period requirement.

## Town Commission Workshop

**Section:** New Business

**Meeting Date:** August 18, 2021

**Subject:** Contract Renewal for James Moore & Co., P.L.

**Submitted By:** Elizabeth Mascaro, Town Manager

**Background Information:** James Moore & Co., P.L. has performed the annual financial audit for the Town of Melbourne Beach since FY2016. This will be the third (3<sup>rd</sup>) contract renewal for James Moore. Under Florida State Statue (218.391) the GFOA's Best Practice recommends governmental agencies enter into multiyear agreements of at least 5 years in duration when obtaining the services of an independent auditor. The law does not prescribe a maximum term for an audit service contract or a maximum number of renewal periods. Our current contract (October 3, 2018) which provides audit services through Fiscal Year 2020 indicates renewal periods of up to two additional three-year periods. (Page 8, paragraph 3) in keeping with Florida State Statue section 218.391-7(c), 8.

The fee for FY21 would be the same as FY20. Thereafter a 2% increase is proposed.

**Recommendation:** Based upon James Moore commitment to providing the Town of Melbourne Beach thorough, professional and timely service, I would recommend approval of the new contract.

**Attachments:**

- Contract from 10/3/2018
- Current Contract for review
- Florida Statutes 218.391



October 3, 2018

To the Honorable Mayor and Town Commission Members,  
Town of Melbourne Beach, Florida  
507 Ocean Ave.  
Melbourne Beach, FL 32951

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Melbourne Beach, Florida (the Town), as of September 30, 2019 and 2020, and for the years then ended, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In addition, we will audit the Town's compliance over major federal award programs and major state projects for the year(s) ended September 30, 2019 and 2020, as applicable. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Town's major federal award programs and major state projects.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Pension and OPEB required schedules.

Supplementary information other than RSI will accompany the Town's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Schedule of expenditures of federal awards and state financial assistance.

121 Executive Circle  
Daytona Beach, FL 32114-1180  
Telephone: 386-257-4100

133 East Indiana Avenue  
DeLand, FL 32724-4329  
Telephone: 386-738-3300

5931 NW 1st Place  
Gainesville, FL 32607-2063  
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200  
Tallahassee, FL 32308-4386  
Telephone: 850-386-6184



To the Honorable Mayor and Town Commission Members,  
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2. Combining and individual fund statements and schedules

**Data Collection Form**

Prior to the completion of our engagement, if applicable, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

**Audit of the Financial Statements**

We will conduct our audit in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards (Uniform Guidance), Section 215.97, Florida Statutes, Florida Single Audit Act, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS; Government Auditing Standards of the Comptroller General of the United States of America; Section 215.97, Florida Statutes, Florida Single Audit Act; the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General and will include tests of accounting records, a determination of major state project(s) in accordance with Chapter 10.550, Rules of the State of Florida, Office of the Auditor General and other procedures we consider necessary to enable us to express

To the Honorable Mayor and Town Commission Members,  
Town of Melbourne Beach, Florida  
October 3, 2018  
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such opinions and to render the required reports. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the governing body of the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

#### **Audit of Major Program/Project Compliance**

If applicable, our audit of the Town's major federal award program(s) and state project(s) compliance will be conducted, in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs/projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements

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applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs and major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements;



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6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the nonfederal entity is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and

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24. For identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by Uniform Guidance and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the commencement of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

### **Investment Attestation Engagement**

You have requested that we examine compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies* of the City for the years ended September 30, 2019 and 2020. We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of expressing an opinion as to whether the City complied in all material respects with Section 218.415, Florida Statutes, *Local Government Investment Policies*.

### *Practitioner Responsibilities*

We will conduct our examination in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. An examination-level attestation engagement involves performing procedures to obtain attest evidence about whether compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies* is fairly presented, in all material respects, in conformity with Section 218.415, Florida Statutes, *Local Government Investment Policies*. The procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement or misrepresentation of the subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or misrepresentations may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. However, we will inform you of any material errors or fraud that comes to our attention, unless clearly inconsequential.

### *Management Responsibilities*

Our examination will be conducted on the basis that *management and, when appropriate, those charged with governance* acknowledge and understand that they have responsibility:

To the Honorable Mayor and Town Commission Members,  
 Town of Melbourne Beach, Florida  
 October 3, 2018  
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25. For the design, implementation, and maintenance of internal control relevant to Section 218.415, Florida Statutes, *Local Government Investment Policies*, which is the best means of preventing or detecting errors or fraud;
26. For selecting and determining the suitability and appropriateness of the criteria upon which the Section 218.415, Florida Statutes, *Local Government Investment Policies* will be evaluated; and
27. To provide us with:
  - a. Access to all information of which *management* is aware that is relevant to the Section 218.415, Florida Statutes, *Local Government Investment Policies* such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
  - b. Additional information that we may request from *management* for the purpose of the examination; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

#### *Reporting*

We will issue a written report upon completion of our examination of Section 218.415, Florida Statutes, *Local Government Investment Policies*. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Zach Chalifour is the service leader for the audit services specified in this letter. His responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements, including expenses, for the years ending September 30, 2019 and 2020, are as follows:

<u>Year</u>	<u>Amount</u>
2019	\$ 21,900
2020	22,300



To the Honorable Mayor and Town Commission Members,  
Town of Melbourne Beach, Florida  
October 3, 2018  
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Should the Town be subject to a Federal and/or State Single Audit in any years under this engagement, an additional fee of \$3,000 per major program tested shall apply to the respective year under audit.

This engagement may be terminated by either party with 60 days' notice.

This engagement may be renewed at the option of both parties for up to two additional three-year periods. Any renewals will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

We will perform the following nonattest services: preparation of financial statements, other schedules, and related notes; preparation of data collection form (if applicable). With respect to any nonattest services we perform, the Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Elizabeth Mascaro, Finance Manager) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

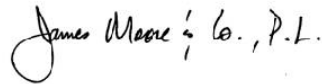
The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A which is incorporated and made a part of this engagement letter by reference.

To the Honorable Mayor and Town Commission Members,  
Town of Melbourne Beach, Florida  
October 3, 2018  
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We appreciate the opportunity to be of service to the Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in cursive script that reads "James Moore & Co., P.L.".

JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Melbourne Beach, Florida.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Attachment A**  
**James Moore and Co., P.L.**  
**Standard Terms and Conditions**

The terms and conditions set forth below are incorporated into the engagement letter agreement pursuant to which James Moore & Co., P.L. ("JMCO", the "Firm") will provide services to the Town of Melbourne Beach, Florida ("Client").

1. **Management's Responsibilities**—Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to us. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and; therefore should review the return(s) carefully before signing and filing.
2. **Responsible Person**—Client designates the individual signing the engagement letter ("Representative") as the individual to whom JMCO should look to provide information, communicate, answer questions and make elections. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.
3. **Advice in Writing**—JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail.
4. **Unencrypted E-Mail Use Authorized for Communication**—In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail.



5. **Cooperation**—Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client's data, information and personnel. Client shall be responsible for the performance of Client's employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services required and/or terminate the engagement.
6. **Independent Contractor**—Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf, or in the name of, the other.
7. **Payment of Invoices**—JMCO will bill Client for professional services, expenses, and out-of-pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment being due from Client. Upon written notification of termination, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination. Suspension of work or termination of the engagement may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of the engagement shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO's net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO's personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.
8. **Confidential & Proprietary Information**—Client and JMCO both acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this agreement or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other's information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client's confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives

notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered in the matter. In the event that Client wishes to assert a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released.

9. **Disclosures**—Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure.
10. **Force Majeure**—Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.
11. **Indemnification**—Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO's choosing) of JMCO, (including JMCO's principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys' fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances in which there is a knowing misrepresentation by Client and/or its management relating to this engagement. The foregoing indemnity is intended to apply to the extent not contrary to applicable law. This provision shall survive the termination of this engagement for a period of five years.
12. **Document Retention and Ownership**—The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm's Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by us (for example, adjusting entries and related support,

data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO's internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file (which shall not include any obligation on JMCO's part to undertake a search of JMCO's electronic document and email files) to the requesting party.

13. **Professional Standards**—JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement.
14. **Use of Third Party Providers**—In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Those services are performed at various levels and in various aspects of JMCO's engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.
15. **Limitation of Liability and Actions**—Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO's maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this agreement.
16. **Mediation**—Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association in mediation session(s) in Alachua County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in



any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties.

17. **Binding Arbitration**—All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement. The arbitration proceeding shall take place in Alachua County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the American Arbitration Association. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the American Arbitration Association's panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the American Arbitration Association or, failing party selection the panel members shall be appointed by the American Arbitration Association), and the third member of the panel will be selected by the American Arbitration Association will be licensed as a certified public accountant at the time of appointment to the panel (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award the Arbitration Panel shall issue a reasoned award. The arbitration panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same Dispute would be barred by the applicable statute of limitations or statute of repose or this agreement. For the purposes of applying the statute of limitations or repose or this agreement, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such Dispute.
18. **Employees**—Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee's last day of employment with the other. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client.

- 19. Posting and Distribution of Information**—JMCO's permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO's work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO's work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO. Client agrees to indemnify JMCO, defend using counsel of JMCO's choosing and hold JMCO harmless from any and all claims that may arise from any differences between electronic and original signed versions of JMCO's work product.
- 20. Assignment**—Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.
- 21. Additional Work**—From time to time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter shall govern the additional work.
- 22. Entire Agreement**—This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This engagement and the relationship between the parties shall be construed and enforced in accordance with, and governed by Florida law without giving effect to Florida's choice of law principles. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.

## SYSTEM REVIEW REPORT

January 22, 2015

To the Members  
James Moore & Co., P.L.  
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and examinations of service organizations (Service Organizations Control (SOC) 2 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

*Haddox Reid Eubank Betts PLLC*

Jackson, Mississippi





July 26, 2021

To the Honorable Mayor and Town Commission Members,  
Town of Melbourne Beach, Florida:

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Melbourne Beach, Florida (the Town), as of September 30, 2021, 2022, and 2023, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the Town's compliance over major federal award programs and major state projects for the years ended September 30, 2021, 2022, and 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Town's major federal award programs and major state projects.

Accounting principles generally accepted in the United States of America, (U.S. GAAP) as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules
3. Pension and OPEB Schedules (as applicable)

Supplementary information other than RSI will accompany the Town's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. General and Nonmajor fund combining schedules.
2. Schedule of expenditures of federal awards and state financial assistance (if applicable).

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Select Year: 2020 ▼ Go

## The 2020 Florida Statutes

### Title XIV

#### TAXATION AND FINANCE

#### Chapter 218

#### FINANCIAL MATTERS PERTAINING TO POLITICAL SUBDIVISIONS

[View Entire Chapter](#)

##### **218.391 Auditor selection procedures.—**

- (1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. 218.39.
- (2) The governing body of a county, municipality, special district, district school board, charter school, or charter technical career center shall establish an auditor selection committee.
  - (a) The auditor selection committee for a county must, at a minimum, consist of each of the county officers elected pursuant to the county charter or s. 1(d), Art. VIII of the State Constitution or their respective designees and one member of the board of county commissioners or its designee.
  - (b) The auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center must consist of at least three members. One member of the auditor selection committee must be a member of the governing body of an entity specified in this paragraph, who shall serve as the chair of the committee.
  - (c) An employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may not serve as a member of an auditor selection committee established under this subsection; however, an employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may serve in an advisory capacity.
  - (d) The primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. 218.39; however, the committee may serve other audit oversight purposes as determined by the entity's governing body. The public may not be excluded from the proceedings under this section.
- (3) The auditor selection committee shall:
  - (a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.
  - (b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

- (c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.
- (d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.
- (e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.
- (4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the auditor selection committee, and negotiate a contract, using one of the following methods:
  - (a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.
  - (b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.
  - (c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.
  - (d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.
  - (5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. 218.39 and the needs of the governing body.
  - (6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.
  - (7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:
    - (a) A provision specifying the services to be provided and fees or other compensation for such services.
    - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
    - (c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.
    - (8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.
    - (9) If the entity fails to select the auditor in accordance with the requirements of subsections (3)-(6), the entity must again perform the auditor selection process in accordance with this section to select an auditor to conduct audits for subsequent fiscal years.



scope of the audit in addition to the required auditor's reports on the financial statements and State and Federal programs. Specifically addressing these requirements in the contract helps to preclude any subsequent misunderstandings regarding the auditor's responsibilities.

- *Invoices for fees and other compensation in sufficient detail to demonstrate compliance with the contract (Section 218.391(7)(b), Florida Statutes).* AICPA Professional Standards<sup>42</sup> suggest that the basis on which fees are computed and any billing arrangements be included in the engagement letter (contract). The basis for payment may vary from a lump sum arrangement to specific rates to be paid for the services of specific employees or categories of employees of the audit firm and reimbursement for specific costs, such as travel, incurred in connection with the engagement. The level of detail on the invoice sufficient to demonstrate compliance with the terms of the contract will vary according to the basis for payment. In the case of a fixed fee contract, the basis for payment should be clearly defined within the audit services contract. If the contract identifies certain employees for which the firm will be paid at specified hourly rates, the contract should require invoices that indicate the numbers of hours worked by each employee and application of the appropriate rates. If the contract provides for reimbursement for certain actual costs, the contract should require invoices that demonstrate the costs actually incurred by the firm in the form of receipts or similar documentation.
- ✱ Contract period, renewals, and termination (Section 218.391(7)(c), Florida Statutes). The contract must specify the number of years for which it will be in effect, including any options for renewal on the part of the entity. The law does not prescribe a maximum term for an audit services contract or a maximum number of renewal periods. Once the contract period, including renewals, has expired, any further required audit services must be subjected to the auditor selection law as required by Section 218.391, Florida Statutes.
- ✱ The GFOA's Best Practice: Audit Procurement recommends that governmental entities enter into multiyear agreements of at least 5 years in duration when obtaining the services of an independent auditor. The GFOA points out that such agreements allow for greater continuity and help to minimize the potential for disruption in connection with the independent audit and can also help reduce audit costs by allowing auditors to recover certain "start-up" costs over several years, rather than a single year. The appropriate length for the audit services contract is left to the judgment of the entity. However, as the auditor selection process established by law is intended to ensure selection of a qualified auditor and satisfactory audit effort, entities should avoid establishing excessive contract periods.
- Additional Contract Elements. Additional elements that are recommended by the GFOA Handbook<sup>43</sup> to be made a part of the audit services contract include:
  - An independence assertion by the auditor.
  - Language describing the actions to be taken in the event of a disagreement as to whether certain procedures are within the scope of the contract.
  - Provisions to assure the availability of the auditor's services to aid the entity in the defense of claims that may arise as the result of audit work.
  - Language concerning opportunities for socially and economically disadvantaged individuals (such language may be required by law or regulation).
  - Clarification of the auditor's duty to maintain the confidentiality of certain sensitive information.

<sup>42</sup> AICPA Professional Standards, AU-C Section 210.A23.

<sup>43</sup> GFOA Handbook, Chapter 6, pages 85 through 87.

### **Data Collection Form**

Prior to the completion of our engagement, if applicable, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, when applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audit in accordance with U.S. GAAS and, as applicable, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards (Uniform Guidance), Section 215.97, Florida Statutes, Florida Single Audit Act, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS; *Government Auditing Standards* of the Comptroller General of the United States of America; Section 215.97, Florida Statutes, Florida Single Audit Act; the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General and will include tests of accounting records, a determination of major state project(s) in accordance with Chapter 10.550, Rules of the State of Florida, Office of the Auditor General and other procedures we consider necessary to enable us to express such opinions and to render the required reports. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the Town Commission. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

#### **Audit of Major Program/Project Compliance**

Our audit of the Town's major federal award program(s) and state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs/projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material



noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs and major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements;
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the nonfederal entity is managing

- federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects;
  9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
  10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
  11. For taking prompt action when instances of noncompliance are identified;
  12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
  13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
  14. For submitting the reporting package and data collection form to the appropriate parties;
  15. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
  16. To provide us with:
    - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
    - b. Additional information that we may request from management for the purpose of the audit; and
    - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
  17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
  18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
  19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
  20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
  21. For the accuracy and completeness of all information provided;
  22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
  23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
  24. For identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by Uniform Guidance and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary

schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the commencement of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

### **Additional Examination Engagements**

You have requested that we examine the Town's compliance for the years ended September 30, 2021, 2022, and 2023, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*

We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of expressing an opinion as to whether the Town complied in all material respects with the Statutes.

### *Practitioner Responsibilities*

We will conduct our examinations in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. An examination-level attestation engagement involves performing procedures to obtain attest evidence about whether the Town is in compliance, in all material respects, in conformity with the Statutes. The procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement or misrepresentation of the subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or misrepresentations may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. However, we will inform you of any material errors or fraud that comes to our attention, unless clearly inconsequential.

### *Management Responsibilities*

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the design, implementation, and maintenance of internal control relevant to the Statutes, which is the best means of preventing or detecting errors or fraud;
2. For selecting and determining the suitability and appropriateness of the criteria upon which compliance with the Statutes will be evaluated; and
3. To provide us with:



- (1) Access to all information of which management is aware that is relevant to the Statutes such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
- (2) Additional information that we may request from management for the purpose of the examination; and
- (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

### *Reporting*

We will issue a written report(s) upon completion of our examination of compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

### **Nonattest Services**

We will perform the following nonattest services: preparation of financial statements, preparation of data collection form (if applicable). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its responsibilities. The Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Elizabeth Mascaro/Jennifer Kerr) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the Town with regard to different matters, but the Town must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

Town of Melbourne Beach, Florida  
 July 26, 2021  
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During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Zach Chalifour is the service leader for the audit services specified in this letter. His responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<u>Year Ending September 30,</u>	<u>Audit Fee</u>
2021	\$22,300
2022	\$22,700
2023	\$23,100

Should the Town be subject to a Federal and/or State Single Audit in any years under this engagement, an additional fee of \$3,500 per major program tested shall apply to the respective year under audit.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2023, new engagement can be entered into for up to two additional three-year periods, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews.

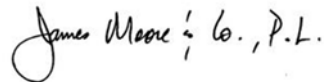
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If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A which is incorporated and made a part of this engagement letter by reference.

We appreciate the opportunity to be of service to the Town of Melbourne Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in cursive script that reads "James Moore & Co., P.L.".

JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Melbourne Beach, Florida.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_





CPAs &amp; Advisors

**REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL**

April 23, 2021

To the Members  
James Moore & Co., P.L.  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

*Haddox Reid Eubank Betts PLLC*

**Attachment A**  
**James Moore and Co., P.L.**  
**Standard Terms and Conditions**

The terms and conditions set forth below are incorporated into the engagement letter agreement pursuant to which James Moore & Co., P.L. ("JMCO", the "Firm") will provide services to the Town of Melbourne Beach ("Client").

1. **Management's Responsibilities** – Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to JMCO. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and; therefore should review the return(s) carefully before signing and filing.
2. **Responsible Person** – Client designates the individual signing the engagement letter ("Representative") as the individual to whom JMCO should look to provide information, communicate, and answer questions. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.
3. **Advice in Writing** – JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail.
4. **Unencrypted E-Mail Use Authorized for Communication** – In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail.

5. **Cooperation** – Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client’s data, information and personnel. Client shall be responsible for the performance of Client’s employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services required and/or terminate the engagement.
  
6. **Independent Contractor** – Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
  
7. **Payment of Invoices** – JMCO will bill Client for professional services, expenses, and out-of-pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment being due from Client. Upon written notification of termination, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination. Suspension of work or termination of the engagement may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of the engagement shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO’s net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO’s personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.
  
8. **Confidential & Proprietary Information** – Client and JMCO both acknowledge and agree that all information communicated by one party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this agreement or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other’s information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client’s confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party’s confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives



notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered into in the matter. In the event that Client wishes to assert a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology, and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released.

9. **Disclosures** – Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure.
10. **Force Majeure** – Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.
11. **Indemnification** – Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO's choosing) of JMCO, (including JMCO's principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys' fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances in which there is a knowing misrepresentation by Client and/or its management relating to this engagement. The foregoing indemnity is intended to apply to the extent not contrary to applicable law. This provision shall survive the termination of this engagement for a period of five years.
12. **Document Retention and Ownership** – The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm's Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by JMCO (for example, adjusting entries and related

support, data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO's internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file (which shall not include any obligation on JMCO's part to undertake a search of JMCO's electronic document and email files) to the requesting party.

13. **Hosting of Client Data** – JMCO does not Host, is not the custodian of, and accepts no responsibility for Client financial and non-financial data. Client acknowledges that it has sole responsibility for the storage and preservation of its financial and non-financial data.
14. **Professional Standards** – JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement.
15. **Use of Third Party Providers** – In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Those services are performed at various levels and in various aspects of JMCO's engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.
16. **Limitation of Liability and Actions** – Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO's maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this agreement.
17. **Mediation** – Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association (AAA) in mediation session(s) in Alachua County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers

reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties.

**18. Binding Arbitration** – All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement. The arbitration proceeding shall take place in Alachua County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the AAA. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the AAA's panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the AAA or, failing party selection the panel members shall be appointed by the AAA), and the third member of the panel will be selected by the AAA will be licensed as a certified public accountant at the time of appointment to the panel (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award the Arbitration Panel shall issue a reasoned award. The Arbitration Panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same dispute would be barred by the applicable statute of limitations or statute of repose or this agreement. For the purposes of applying the statute of limitations or repose or this agreement, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such dispute.

**19. Employees** – Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee's last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client. If this provision is breached, client will pay 3 months' salary of the employee to JMCO.



20. **Posting and Distribution of Information** – JMCO’s permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO’s work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO’s work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO. Client agrees to indemnify JMCO, defend using counsel of JMCO’s choosing and hold JMCO harmless from any and all claims that may arise from any differences between electronic and original signed versions of JMCO’s work product.
21. **Assignment** – Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.
22. **Additional Work** – From time to time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter shall govern the additional work.
23. **Entire Agreement** – This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This engagement and the relationship between the parties shall be construed and enforced in accordance with, and governed by Florida law without giving effect to Florida’s choice of law principles. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.

## Town Commission Workshop

**Section:** New Business  
**Meeting Date:** August 18, 2021  
**Subject:** Parks Board Schedule of Events  
**Submitted By:** Elizabeth Mascaro, Town Manager

**Background Information:** The Parks Board would like to have a standing lecture or event on the first Thursday of every month beginning in October 2021. I have attached a rough draft of the events being discussed.

The Parks Board would also like to have Yoga in Ryckman Park every Monday evening at 7pm. The instructor would receive a \$50.00 payment from the Town and would supply 10 yoga mats and 10 yoga blocks or for a \$35.00 payment from the Town she would not supply mats or blocks but would ask for voluntary donations from the participants. There would be no limit to the number of individuals participating in the yoga.

The Parks Board would like to provide classical music in the park monthly.

Attached are two renderings of logo ideas for the Parks Board.

**Recommendation:** Consider the logos for approval. Approve the Yoga night and decide on the payment by the Town of \$50.00 per class or \$35.00 per class. Consider the 1<sup>st</sup> Thursday of every month event. Consider classical music in the park.

**Attachments:** Logos (two)

Tentative list of event

Flyer for Ryckman Park Yoga





The Town of  
Melbourne Beach  
presents

# Sunset Yoga

Every Monday at 7pm  
Ryckman Park

## Schedule of Events-Parks Board

October 2020	Garden Party in conjunction with Garden Club. Begin 6:30. Garden Club to sell plantings, have music, possible food truck(s).
November 2020	Native Plantings lecture
	November 11, Veterans Day remembrance event in conjunction with Ryckman House. Have flags, patriotic music, Color Guard.
December	Still questionable- Possibly get pro surfer, Carolyn Marks
January	Brevard Astronomers and Local Astronauts'
February	First Aide in conjunction with MBVFD and/or the Boy Scouts
March	Sea Turtles in conjunction with Sea Turtle Preservation Society
April	Birds and Migratory Birds in possible conjunction with Shore Birds
May	Water Safety
June	Pet First Aide in conjunction with Melbourne Beach Animal Hospital
July	Protect the wildlife in conjunction with FWC
August	Danger Flora, Fauna, Fish and Fowl
September	Brevard Zoo (oyster and clam mats)

The events are subject to change by month and or event depending upon availability

## Town Commission Workshop

**Section:** New Business  
**Meeting Date:** August 18, 2021  
**Subject:** Planning & Zoning  
**Submitted By:** Elizabeth Mascaro, Town Manager

**Background Information:** At the P&Z meeting held on August 3<sup>rd</sup>, the Board requested I obtain permission from the Commission for P&Z to engage the Town Attorney and the Town Planner to discuss the current code regarding additions attached to a single family homes with the same roof line but have no interior access from the main house. The Board's concern is residents are building additions onto their homes and would these be considered multifamily properties? Currently our Code prohibits the installation of an additional kitchen, which was also a concern of the Boards but is already in our Code. P&Z wants to prohibit these single family dwellings from becoming multi-family dwellings.

**Recommendation:** Consider allowing the P&Z Board to discuss with the Town Planner and Town Attorney their recent concerns.

**Attachments:** Minutes from P&Z Meeting



Town Manager Mascaro recommended the Town should have stronger language in the code.

Member Hilmes said it appears on the plans that there is a utility room on the bottom floor and it appears they are adding a second laundry room.

Member Evans noted it appears you can only access it from the outside of the house.

Member Hilmes said, in his opinion, once you have two laundry rooms, he begins to question whether it is being used as a multi-family. He suggested that the Town needs some kind of language that says this can never be used as a multi-family residence under the current zoning.

Town Manager Mascaro said they need to figure out what to say in the Code, adding that there is a line they must be careful not to cross and suggested they table the site plan in order to get clarification from the code.

**Member Evans moved to table the site plan for 417 Riverview until they can get clarification from the Town Attorney and the Zoning Official as to the issues addressed; Vice Chairperson Belsten Seconded; Motion carried 4-0.**

Chairperson Campbell suggested they wait to see what the Town Attorney comes back with before they make a motion to discuss code changes with the Commission.

Member Evans disagreed and said that if they need a code change, the Board needs to be able to address that.

Town Manager Mascaro said she would bring it before the Town Commission this month.

Member Hilmes requested the Town Manager also ask the Town Attorney if they can make code changes to the current site plans we've addressed, but the Board consensus was no. Only future site plans moving forward.

**Member Evans moved to table the site plan for 417 Riverview until the Board can get clarification from the Town Attorney and the Zoning Official as to the issues the Town is facing related to making sure that single residence properties don't turn into multi-family properties and to ask the Town Commission for permission to look at this issue with the potential for making code changes to address the issue; Vice Chairperson Belsten seconded; Motion carried 4-0.**

## Town Commission Agenda Item

**Section:** New Business

**Meeting Date:** August 18, 2021

**Subject:** Appointment of Conflict Legal Counsel for Code Enforcement Case 2020-CE-198.

**Submitted By:** Town Attorney

### **Background Information:**

Town Code Enforcement Staff is currently processing Code Enforcement Case 2020-CE-198. The case involves a property located at 303 Beau Jean Ave., Melbourne Beach, FL 32951. The property is owned by Funoe, LLC.

The Town Attorney's firm (WhiteBird, PLLC) has represented Funoe, LLC and the company's principals on other unrelated matters. Due to the prior representation on unrelated matters, the Town Attorney is conflicted from representation of the Town on the Code Enforcement matter. The Town Attorney generally presents Code Enforcement cases to the Special Magistrate pursuant to Section 11-20 (b) of the Town Code.

Morris Richardson has agreed to serve as Appointed Conflict Counsel for the Town on this Code Enforcement Case. Mr. Richardson would serve for the limited purpose of handling the Code Enforcement Case at the same hourly rate (\$210.00) as the Town Attorney.

Mr. Richardson has served as the City Attorney for the City of West Melbourne since 2015 to present. Mr. Richardson is well-familiar with Code Enforcement cases and served as the Special Magistrate and Code Enforcement Board Attorney for the City of Palm Bay from July 2010 to August 2015. Previously, Mr. Richardson served as Assistant County Attorney for Brevard County from 2005 to 2015. A CV is attached.

# Morris Richardson

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2024 Botanica Circle, West Melbourne, Florida 32904 | (321) 615-7872 | morris.richardson@gmail.com

## Objective

To provide excellent representation and legal leadership to local government clients.

## Legal Experience

### **CITY ATTORNEY | CITY OF WEST MELBOURNE | SEPTEMBER 2015 – PRESENT**

As chief legal officer for the City, provides representation, opinions, and advice to the City Council, City Manager, and City boards and departments. Prepares or reviews proposed legislation, contracts, and various legal documents prior to City Council consideration. Represents the City in legal matters, including litigation and contract negotiations. Attends all meetings of the City Council, Planning and Zoning Board, Board of Adjustment, and Code Enforcement Board. Manages Legal Department staff and budget.

### **ASSISTANT COUNTY ATTORNEY | BREVARD COUNTY | JUNE 2005 – AUGUST 2015**

Under the direction of the County Attorney, provided legal representation, opinions, and advice to the Board of County Commissioners, the County Manager, and assigned County departments, boards, and agencies. Represented the Board of County Commissioners in lawsuits in state and federal courts and administrative proceedings. Attended Board of County Commissioners zoning meetings, and all meetings of the Planning and Zoning Board and Contractor Licensing Board.

### **SPECIAL MAGISTRATE & CODE ENFORCEMENT BOARD ATTORNEY | CITY OF PALM BAY | JULY 2010 – AUGUST 2015**

On a contract basis, presided over hearings and decided code enforcement lien reduction petitions and parking citation appeals. Provided representation and advice to the Code Enforcement Board.

### **ASSOCIATE | LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A. | MAY 2000 – FEBRUARY 2002, APRIL 2003 – MAY 2005 | ORLANDO**

Represented private sector clients in construction, contract, real estate, land use, class action, and complex commercial litigation.

### **ASSOCIATE | GRAY ROBINSON, P.A. | FEBRUARY 2002 – MARCH 2003 | MELBOURNE**

Represented private sector clients in contract, employment, labor, and land use matters.

## Education

### **VANDERBILT UNIVERSITY SCHOOL OF LAW | DOCTOR OF JURISPRUDENCE | MAY 2000**

Dean's List; Best Oralist Award, National Moot Court Competition Southeast Region; National Moot Court Team; Moot Court Board.

### **FLORIDA INSTITUTE OF TECHNOLOGY | BACHELOR OF ARTS | AUGUST 1996**

Graduated with High Honor.



## Regular Town Commission Meeting Agenda

**Section:** New Business

**Meeting Date:** August 18, 2021

**Subject:** Resolution 2021-05 – Budget Amendment. Remove \$18,000 from Fund 125 Dept. 24 line item 581.00.00 TRANSFER OUT, transfer in from General Fund (001) to Debt Service Fund (201), transfer funds from long term capital (333) to Ryckman Park Parking (001-75) and Ocean Park Parking Fund (172), and increase the Stormwater Fund expenditure amount for Mil and Repave Roadway 341-41-530.64.01.

**Submitted By:** Jennifer Kerr, Finance Manager

### Background Information

At the Regular Town Commission Meeting on November 18, 2020, the Commission approved to stop the transfer of \$18,000 from Building Fund (125) to the General Fund (001) and to use money from reserves to cover any short fall in the Building Department.

Transfer in \$9,297.00 from General Fund (001) to the Debt Service Fund (201) to cover expenses.

Transfer \$3,000.00 from Long Term Capital (333) and put \$1,500 in Ryckman Park Parking (001-75) and \$1,500.00 in Ocean Park Parking Fund (172) for the cost of painting the parking spots.

At the Regular Town Commission Meeting on March 17, 2021, the Commission approved an increase in the mil and repave roadway expenditure in the Stormwater Fund (341) in the amount of \$319,641.60 from the original budget amount of \$437,241.00, for a total expenditure cost of \$756,882.60. The final cost of the project was \$695,238.14. This is a savings of \$61,644.46 of the approved increase. The budget amendment will reflect the increased amount of \$257,997.14.

**According to Town Code of Ordinances, 15-6 BUDGET AMENDMENTS AUTHORIZED at any time in any budget year, the Town Commission may amend the adopted budget or transfer any unencumbered balance, or portion thereof, from one fund, office, department or agency to another by approval of a resolution providing for same.**

**Resolution 2021-05 complies with the ordinance.**

### Recommendation:

Motion to approve Resolution 2021-05

**Attachments:**

November 18, 2020, Regular Town Commission Meeting Minutes approving the stop transfer.

March 17, 2021, Regular Town Commission Meeting Minutes approving the increase in expenditure for 341-41-530.61.01.

Resolution 2021-05

**RESOLUTION NO. 2021-05**

**A RESOLUTION OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2020-2021; AMENDING RESOLUTION NO 2020-13; AMENDING EXPENDITURES FOR THE TOWN'S GENERAL FUND; ESTABLISHING AUTHORITY FOR THE TOWN MANAGER TO IMPLEMENT THE BUDGET; AND PROVIDING FOR ADOPTION**

**WHEREAS**, the Town Commission adopted the Budget for the Town of Melbourne Beach for the fiscal year beginning October 1, 2020 and ending September 30, 2021 by Resolution No 2020-13; and

**WHEREAS**, this Resolution amends Resolution No 2020-13 covering the period October 1, 2020 to September 30, 2021; and

**WHEREAS**, the Town Commission of the Town of Melbourne Beach has conducted the requisite public hearing(s) on this resolution as required by Section 166.241, Florida Statutes and Section 15-6, Melbourne Beach Code of Ordinances.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Melbourne Beach, Florida, as follows:

Section 1. That the 2020-2021 Town Budget for the General Fund and Resolution No 2020-13 adopting the aforesaid amended budget, is hereby amended with the following amendments. Not all funds or accounts are depicted. Funds, accounts, and departmental budgets or appropriations not shown are not amended. There are no revenue increases. The overall budget bottom is not increased.

#1

Remove the \$18,000 from Fund 125 Dept. 24 (Building) Transfer Out (125-00-581.00.00).

Transfer \$9,297 from General Fund (001) to the Debt Service Fund (201) to cover expenses.

Transfer \$3,000 from Long Term Capital (333) and put \$1,500 in Ryckman Park Parking (001-75) and put \$1,500 in Ocean Park Parking Fund (172) for the cost of painting the parking spots.

Increase the mil and repave roadway expenditure amount in the Stormwater Fund (341) from \$437,241 to \$695,238.14.

Section 2. That the amounts shown in Section 1. of the Resolution are hereby appropriated out of the treasury of the Town and any revenues accruing to the Town available for said purposes of the Town's budgetary accounts.

Section 3. That the Town Manager is hereby authorized and directed to proceed with the implementation of the service programs and projects provided for in the budget. Such



implementation is to be consistent with the provisions of the Town Code of Ordinances and policies established by the Mayor and Town Commission.

Section 4. That the appropriations and authorizations provided in this resolution are hereby made effective as of August 18, 2021.

**PASSED AND ADOPTED** by the Town Commission of the Town of Melbourne Beach, Brevard County, Florida, at its regular meeting this 18th day of August, 2021.

TOWN OF MELBOURNE BEACH,  
FLORIDA, a Florida Municipal Corporation

By: \_\_\_\_\_  
Wyatt R. Hoover, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Torres  
Town Clerk

(TOWN SEAL)

**Commissioner Walters moved to deny the request for a reduction of the code enforcement lien for 2204 Redwood Avenue, CE Case CEB15-01 and to let the current fine stand; Commissioner Quarrie seconded;**

Town Attorney Repperger said it's important for the Commission to understand this was a life safety issue as well and while they can look at it as a financial issue, it was a safety issue because of the pool and a substantial violation for a long time.

**Motion carried 5-0.**

**B. Review and consideration of Orange Street Project Bid Acceptance Recommendation**

Town Manager Mascaro presented a breakdown of the bids and said the Town engineers recommend the Commission consider the lower bid from Brewer Paving.

She went over the details of the project and said letters and door hangings will be sent to nearby property owners once the bid is approved and Brewer Paving will reach out to residents as well.

Mayor Hoover said the Andrews Project was not done while the current Town Manager was here but communication with residents wasn't good and he wants to make sure that doesn't happen again with this project.

Commissioner Walters said he wants to see written communication to residents that provides specific details including contact information and exactly when the work is happening and exactly what work is happening. He said there needs to be a written log.

Commissioner Runte said that a lot of that communication is supposed to start with the contractor. They should be knocking on doors and the Town should be managing that and collecting their logs.

Town Attorney Repperger said he believes that the performance bond can't be waived for a project of this cost but if that turns out not to be true, they can revisit the issue.

Commissioner Walters asked where money for the project is coming from and Town Manager Mascaro said it was all part of the budget the Commission previously discussed and approved.

**Commissioner Runte moved to approve the Orange Street project bid acceptance recommendation from Brewer Paving in the amount of \$737,952.60 including the removal of the performance bond unless it is proven that we cannot remove the performance bond and in that case we approve the full amount including the**

**performance bond; Commissioner Walters seconded; Motion carried 5-0.**

## **11. New Business**

### **A. Consideration of Resolution 2021-02**

Town Manager Mascaro explained that the Commission has discussed the issue of outdoor seating to aid local businesses with financial recovery from the pandemic several times and agreed to allow the Town to create a resolution allowing Town businesses to take advantage of this temporary use.

Town Attorney Repperger said he doesn't see any problems with it.

**Commissioner Runte moved to approve Resolution 2021-02 as presented; Commissioner Quarrie seconded; Motion carried 5-0.**

## **12. Staff Reports**

Town Attorney Repperger disclosed that Serene Blue is applying for a variance with the Board of Adjustment the following night and he has had dealings with them in the past, unrelated to the variance. He went on to say that his firm, White Bird, has not provided any service to Serene Blue but he does have some of their files from his time at former law firms. However he said there is no conflict related to this variance. In disclosing this, he asked the Commission to approve a conflict waiver.

Commissioner Walters asked whether the \$5,000 deposit is being collected for variance applications.

Town Attorney Repperger said in the fee resolution the \$5,000 deposit applies only to text changes. It was enacted after Sun on the Beach requested to change the definition of bed and breakfast. A lot of time and effort was put into the work including drafting an ordinance and at that time the Commission agreed that any citizen can file a text change to the code but changed the fee schedule to allow for a \$5,000 deposit to cover the extensive costs involved.

Mayor Hoover added that collecting a \$5,000 deposit isn't reasonable in all cases.

Town Manager Mascaro added that in the current variance request there is no ordinance draft required and very little work that needs to be done, so the \$5,000 deposit would be excessive.

**Commissioner Runte moved to approve the conflict of interest waiver as presented; Vice Mayor Barton seconded; Motion carried 5-0.**

### **Town Manager Report**

Town Manager Mascaro addressed the funding being made available from the Florida League of Cities and she is researching it and will share that information when it's received.



Commissioner Runte abstained from the vote on this issue due to a conflict.

Town Attorney Repperger went over the new contract. Mayor Hoover recommended renewing the contract. Commissioner Quarrie said continuity is extremely important and so is having an attorney who remembers what happened in past. Commissioner Barton said she appreciates the fact that Town Attorney Repperger was waiving any fee increase.

**Commissioner Quarrie moved to renew the Town Attorney contract for three years; Vice Mayor Barton seconded; Motion carried 3-0.**

B. Appoint new Vice-Mayor Beach – Town Manager Mascaro – already addressed

C. Consideration of Budget Resolution 2020-14 – Finance Manager Kerr

**Commissioner Quarrie moved to approve Resolution 2020-14; Commissioner Runte seconded; Motion carried 4-0.**

D. Consideration of budgeting from the General Fund to address shortfall in Building Fund Budget - Finance Manager Kerr

Finance Manager Kerr explained the transfer of funding and Town Manager Mascaro explained the details of the shortfall.

The Building Fund is a separate fund that is not a profit center. At one time it did cover the cost to operate but it no longer generates enough funds to cover the expenditures. The shortfall needs to be budgeted from the General Fund.

Building Inspections have steadily increased over the past six years. Going from 710 inspections in FY14 to 1,948 inspections in FY20. Although new builds have decreased, renovations and pool installs have increased in the past year by 70%.

Recommendation: Stop the transfer of \$18,000 from Building Fund to General Fund. Use money from reserves in FY21 budget to cover any shortfall in the Building's budget. From here on - budget for this shortfall each year.

**Commissioner Runte moved to approve the transfer of funding as requested; Commissioner Quarrie seconded; Motion carried 4-0.**

E. Consideration and approval of the 2021 Town Commission Meeting Schedule

**Commissioner Runte moved to approve as the schedule as presented pending confirmation and approval from the other Boards; Commissioner Quarrie seconded; Motion carried 4-0.**

F. Consideration and possible action related to New Dune Crossover designs – Commissioner Quarrie



## **Town Commission Agenda Item**

**Section:** New Business

**Meeting Date:** August 18, 2021

**Subject:** Resolution 2021-06

**Submitted By:** Town Clerk Torres

### **Background Information:**

Resolution 2021-06 provides for a Zoning Application Amendment Fee of \$1,000.00 plus \$5,000.00 advance deposit for staff and administrative expenses.

### **Recommendation:**

Approve Resolution 2021-06

.

### **Attachments:**

- Draft Ordinance 2021-06
- Updated Fee Schedule 2021-06



## RESOLUTION 2021-06

**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; ADDING A ZONING APPLICATION AMENDMENT 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 2020-04, 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 2021-05; 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 August 18, 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. APPL YING OF FEES:** The fees and charges set forth in the attached and incorporated Exhibits "A" and "B" are hereby effective August 19, 2021, and shall hereby amend the fee schedule previously adopted by Town Resolution 2020-04.

**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 18th day of August, 2021.

**PASSED AND ADOPTED** by the Town Commission of the Town of Melbourne Beach, Brevard County, Florida, at its regular meeting this 18th day of August, 2021.

TOWN OF MELBOURNE BEACH,  
FLORIDA, a Florida Municipal Corporation

By: \_\_\_\_\_  
Wyatt Hoover, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Torres, Town Clerk

FEE TYPE	FEE	EXPLANATION
<b>ADMINISTRATIVE APPEALS</b>		
Administrative Appeals	\$250.00	Includes first two hearings by Board of Adjustment. Hearings and Continuances initiated by BOA are no charge.
<b>Appeals made by Applicant</b>		
Town Staff	\$80.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
<b>CHANGE OF USE</b>		
<b>Application to Change Use</b>	\$250.00	Zoning Districts: Commercial 6-B, 7-C, 8-B, Downtown Business, General Commercial, Residential Commercial
Town Staff	\$80.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
Advertising	Actual Cost	Per Invoice
<b>COMPREHENSIVE PLAN AMENDMENT</b>		
Comprehensive Plan Amendment	\$1,000.00	Per Change
Advertising	Actual Cost	Per Invoice
<b>SITE PLAN REVIEW</b>		
Commercial Site Plan Review	\$1,200.00	Zoning Districts: 6-B, 7-C, 8-B, Downtown Business, General Commercial, Residential Business
Residential Site Plan Review	\$500.00	Zoning Districts: 1-RS, 2-RS, 3-RS, New Single-Family Residence
Residential Site Plan Modification	\$200.00	Zoning Districts: 1-RS, 2-RS, 3-RS
Residential Site Plan Review	\$1,000.00	Zoning Districts: 4-RM, 5-RMO, New Multi-Family Res & Oceanfront
Residential Site Plan Modification	\$750.00	Zoning Districts: 4-RM, 5-RMO, New Multi-Family Res & Oceanfront



<b>SPECIAL EXCEPTIONS</b>		
<b>Special Exceptions</b>	\$1,000	Zoning Districts: Commercial 6-B, 7-C, 8-B, Downtown Business, General Commercial, Residential Business. Includes first two hearings by Board of Adjustment. Additional hearings or continuances initiated by BOA at no charge.
<b>Hearings Initiated by Applicants</b>		
Town Staff Hours	\$80.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
Advertising	Actual Cost	Per Invoice
<b>VARIANCES</b>		
<b>Commercial Variance</b>	\$1,000	Zoning Districts: Commercial 6-8, 7-C, 8-B, Downtown Business, General Commercial, Residential Business. Includes first two hearings by Board of Adjustment.
<b>Hearings Initiated by Applicants</b>		
Town Staff Hours	\$80.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
Advertising	Actual Cost	Per Invoice
<b>Residential Variance</b>	\$500.00	Zoning Districts: 1-RS, 2-RS, 3-RS, 4-RM, 5-RMO, Single Family Residence, Multi-Family Residence, Multi-Family Oceanfront Residence. Includes first two hearings by Board of Adjustment. Additional hearings or Continuances initiated by BOA at no charge.
<b>Hearings Initiated by Applicants</b>		
Town Staff Hours	\$80.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
Advertising	Actual Cost	Per Invoice

<b>ZONING</b>		
Application Amendment Fee	\$1,000.00 plus \$5,000.00 advance deposit for staff and administrative expenses. NOTE: Applicant is responsible for actual costs which may exceed the deposit. If/when deposit is exhausted, it will be replenished (\$5000 increments) by the applicant before proceeding further	Per application
Zoning Verification Letter	\$50.00	Per Letter
Zoning Interpretation	Actual Cost	Per Hour
Change Fee for Zoning	\$1,000.00	Per Change Request
Advertising Zone Change	Actual Cost	Per Invoice
Ordinance Development	Actual Cost	Per Ordinance
Ordinance Advertising	Actual Cost	Per Advertisement
<b>Hearings Initiated by Applicants</b>		
Town Staff Hours	\$80.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
Advertising	Actual Cost	Per Invoice
<b>LDC TEXT AMENDMENT</b>		
Text Amendment Application Pursuant to Sec. 1A-5, Code of Melbourne Beach	\$1,000.00 plus \$5,000.00 advance deposit for staff and administrative expenses. NOTE: Applicant is responsible for actual costs which may exceed the deposit. If/when deposit is exhausted, it will be replenished (\$5000 increments) by the applicant before proceeding further.	Per application
Total Staff Hours	\$80.00	Per hour

Town Attorney	Actual Cost	Per hour
Town Planner	Actual Cost	Per hour
Advertising Ordinance	Actual Cost	Planning & Zoning Board Public Hearing; Town Commission First and Second Readings
<b>LOCAL BUSINESS TAX</b>		
Existing Business Tax Receipt	Per Town Code	Town Code of Ordinances Chapter 65
New Business Zoning Review	Actual Cost	Per Review
New Business Application Fee	\$25.00	
New Business Fire Review	\$75.00	Per Town Code and Florida Statute
Annual Fire Inspections	\$75.00	
1 <sup>st</sup> Fire Re-Inspection	\$30.00	
2 <sup>nd</sup> Fire Re-Inspection	\$60.00	
All Subsequent Re-Inspections	\$60.00	
<b>PUBLIC RECORDS REQUEST</b>		
Single-Sided Copies	.15 cents	Not to exceed 8.5" x 14"
Double-Sided Copies	.20 cents	Not to exceed 8.5" x 14"
All Other Copies	Actual Cost	Per Florida Statute 119.07
Certified Copies	\$1.00	Per Page Certification
Inspection of Public Records	Per Fl. Statute	Per Florida Statute 119.07
Computer Lien or Permit Search	Free	Address Search
Manual Lien or Permit Search	\$15.00	Per Request



<b>POLICE CITATIONS</b>		
Parking Tickets	\$50.00	Per Citation
Equipment Check	\$4.00	Per Citation
Off Duty Detail	\$40/hour	Minimum of (4) Hours
<b>SPECIAL EVENTS</b>		
Application Fee	\$75.00	Per Event
Special Event Permit	\$150.00	1-299 Participants
Special Event Permit	\$250.00	300-499 Participants
Special Event Permit	\$350.00	500-750 Participants
Special Event with Police Security Service	\$50.00	Per Hour, Per Officer. Minimum (4) Hour Charge
Special Event With Public Works	\$30.00	Per Hour, Per Person
Special Event with Fire Personnel	\$25.00	Per Hour, Per Person
Alcohol Permit	\$200.00 Deposit	Per Permit
<b>FACILITY RENTALS</b>		
Community Center (Residents)	\$65.00 plus tax	Per Hour. Melbourne Beach Residents (Monday-Friday)
Community Center (Residents)	\$390 plus tax	6-Hour Minimum. Melbourne Beach Residents (Sat., Sun. & Holidays)
Community Center (Residents)	\$65.00 plus tax	Each Additional Hour Over 6-Hour Minimum for Residents
Community Center (Non-Residents)	\$100.00 plus tax	Per Hour. Non-Residents (Monday-Friday)
Community Center (Non-Residents)	\$600.00 plus tax	6-Hour Minimum. Non-Residents (Sat., Sun. & Holidays)
Community Center (Non-Residents)	\$100.00 plus tax	Each Additional Hour Over 6-Hour Minimum for Non-Residents
Community Center Damage Deposit	\$350.00	Refundable, 7-10 Days After Event
Ryckman Park Pavilion (Residents)	\$30.00 plus tax	Per Hour. Resident
Ryckman Park Pavilion (Non-Resident)	\$45.00 plus tax	Per Hour, Non-Resident
Ryckman Park Pavilion Deposit	\$250.00	Refundable, 7-10 Days After Event
Restroom Key	\$100.00	Refundable, 7-10 Days After Event
Old Town Hall	\$25.00 plus tax	Per Hour
Old Town Hall Damage deposit	\$100.00	Refundable, 7-10 Days After Event
Old Town Hall Key Deposit	\$100.00	Refundable, 7-10 Days After Event
<b>FOUNDERS DAY</b>		
Arts & Crafts Vendor, Food Vendor, Alcohol	As Determined	Annually Per Space

**Extraordinary Expense:** Must be paid in full prior to commencement

In addition to the fee schedule adopted by the Town, the applicant shall be responsible for the payment of any extraordinary expense incurred by the Town in analyzing or reviewing all or any part of the application and other activities related to the land development as initiated by said application. Extraordinary expenses may include, but shall not be limited to: specialized consultants, experts, planning consultants, engineering services, legal consultants (excluding for the purposes of litigation), or any other services necessary to evaluate the proposal of the applicant and to advise the Town regarding same. Such expense shall be charged to the applicant at the actual cost of fees and expenses incurred by the Town for these services. The Town may decide to obtain such services at the beginning of, or any time during, the development process. The Town shall notify the applicant of the Town's intention to retain such services in advance of incurring the expense on the behalf of the applicant. However, the Town's failure to provide said notice shall not relieve the applicant of its obligation to pay such expenses. The Town shall, within its sole discretion, determine when and whether to retain such services.

Upon determination of the Town to retain such services, the applicant will be required to place a deposit with the Town to cover the anticipated cost of the required services. All expenses associated with such services including any administrative cost of the Town attributable to the service(s) shall be paid from the deposit. The deposit must be received by the Town prior to the Town proceeding with any action. Should the deposit be depleted prior to the completion of the development process, the applicant will be required to replenish the deposit prior to additional action on the part of the Town. Any unused portion of the deposit shall be refunded to the applicant within thirty (30) days from the date of the Certificate of Occupancy. Upon the request of the applicant, the Town Commission may review such extraordinary expenses as to the necessity and amount.





## Town Commission Agenda Item

**Section:** New Business

**Meeting Date:** August 18, 2021

**Subject:** Proposed Updates to Town of Melbourne Beach Code of Ordinances as it pertains to Fire Protection.

**Submitted By:** Gavin Brown & Dave Micka

### Background Information:

Proposed Updates to Town of Melbourne Beach Code of Ordinances as it pertains to Fire Protection.

### Recommendation:

- 1) Update Chapter 11 to reflect current verbiage and additional items not addressed that are commonly found in other local municipalities.
- 2) Update Chapter 45 to reflect current verbiage and requirements not addressed that are commonly found in other local municipalities.
- 3) Creation of additional subsections in Chapter 45 to address the following items that are commonly found in other local municipalities:
  - a. Fire inspections
  - b. Imminent hazards
  - c. Access boxes
  - d. Pull station protection
  - e. Fire protection system outages
  - f. Recreational fires
    - i. Beach fires
    - ii. Residential/Commercial property fires

Creation of new chapter (#75) to address hazardous material incident cost recovery

### Attachments:

- Proposed Town of Melbourne Beach Code of Ordinance updates (Chapter 11, 45, & 75)

#### § 11-40. ESTABLISHMENT.

(a) Pursuant to Section 3.02 of the Town Charter, there is hereby established the Town Fire Department.

('75 Code, § 11-16) (Ord., passed 9-25-68)

#### § 11-41. POWERS AND DUTIES.

The functions of the Fire Department shall be as follows:

- (1) Inspections.
  - a. Inspect all buildings, ~~and structures and premises~~, except single-family and two-family dwellings, in the Town to prevent the occurrence of fire and to assure compliance with the fire prevention regulations adopted by the Town and establish an active and ongoing fire prevention program as outlined in the ~~Standard~~ Florida Fire Prevention Code, National Fire Protection Association, and current state statutes.
- (2) Firefighting.
  - a. Extinguish fires and salvage property subsequent to such extinguishment.
- (3) Personnel.
  - a. Recruit, train, and command volunteer members of the firefighting force and other Town employees whose duties relate to the Fire Department.
- (4) Maintenance of department property.
  - a. Maintain departmental quarters, supplies and equipment in an orderly, neat and proper state.
- (5) Investigations and reports.
  - a. Investigate fires, determine their cause and make damage estimates and regular and special reports, including the gathering of evidence for the prosecution of arson, where found.
- (6) Assisting police.
  - a. Assist the Police Department with its duties and functions which relate to the Fire Department and as directed by the Town Manager.
- (7) Fire Chief to report to manager.
  - a. The Fire Chief shall report to the Town Manager. The Fire Chief shall make reports as the Town manager may require including, but not limited to a monthly report of the status of the department to include responses to emergency calls for service.
- (8) Obedience to fire department officials.
  - a. It is unlawful and a misdemeanor of the second degree, punishable as provided in FS. 775.082 or FS. 775.083, for any person willfully to fail or refuse to comply with any lawful order or direction of any member of the fire department at the scene of a fire, rescue operation, or other emergency. FS 316.072 (3)

- (9) Control of fire area.
  - a. The Fire Chief or fire department officer in command at a fire, rescue operation, or other emergency shall have full control of any area and personnel in the vicinity of the fire, rescue operation, or emergency.
- (10) Obedience to fire lines.
  - a. No person shall approach any closer to any fire than the fire line established by the Fire Chief or other member of the fire department.
- (11) Power to remove parked vehicle at the scene of fire, rescue operation, or emergency.
  - a. When ordered by any member of the fire department, or other person under the control and supervision of the Fire Chief, in the vicinity of a fire, rescue operation, or emergency, no person shall fail or refuse to move a parked vehicle owned or operated by him/her, or under his/her control. F.S. 316.2025.
- (12) Control of firemen at fire, rescue operation, or other emergency.
  - a. The Fire Chief or fire department officer in command at a fire shall have full control and supervision of all members of the fire department, volunteer or otherwise, during the progress of any fire, rescue operation, or other emergency.
- (13) Damaging, tampering with equipment. No person shall damage or tamper with any equipment or apparatus owned by or in the possession of the fire department. F.S. 806.13.

(7 14) Other duties. Perform such other duties as may be assigned by the Town Manager.

('75 Code, § 11-17) (Ord. passed 9-25-68)



## **45-0. FIRE PROTECTION AND PREVENTION**

### **45-1. ADMINISTRATION**

The Fire Chief, or their designee, shall be responsible for fire and life safety inspections and the issuance of fire protection permits for occupancies other than single-family and two-family dwellings.

### **45-2 ANNUAL FIRE INSPECTION REQUIRED; EXEMPTIONS.**

All buildings and structures within the Town, except single-family and two-family dwellings, shall have and be subject to an annual fire prevention inspection by the Town to insure compliance with all applicable provisions of the Florida Fire Prevention Code and the Life Safety Code as adopted by the Town. The owner or occupant of any building or structure subject to such an inspection shall have 30 days to correct violations identified as the result of such an inspection, unless a longer period of time for such corrective action is granted by the Town upon a showing of good cause.

### **45-3 FIRE PROTECTION PERMIT FEES AND FIRE PREVENTION INSPECTION FEES.**

The fees for permits required by the Florida Fire Prevention Code and fire prevention inspections performed by the Town shall be those from time to time established by duly adopted resolution of the Town Commission. In such resolution, the Town Commission shall also have the authority to establish fees for administrative services including, but not limited to, site plan review, water flow tests and re-inspection.

### **45-14. FIRE PREVENTION CODE ADOPTED.**

The Standard Florida Fire Prevention Code, and the ~~Southern Building Code Congress International, Inc., 1994~~ Florida Building Code latest editions, ~~together with Appendices A, B, C, and D, is~~ are hereby adopted as the Fire Prevention Code of the Town, except for those amendments listed herein, and by this reference is hereby incorporated and made a part of this chapter as though fully set forth at length herein.

(Ord. 86-19, passed 12-9-86; Am. Ord. 92-12, passed 1-20-93; Am. Ord. 96-04, passed 4-17-96)

### **§ 45-65. LIFE SAFETY CODE ADOPTED.**

The 1994 latest edition of the National Fire Protection Association (NFPA) 101, Life Safety Code, shall be known as the "Town of Melbourne Beach Life Safety Code" and is hereby adopted by reference and incorporated herein as if fully set out. The provisions

thereof shall be controlling within the Town except to the extent any such provision is in conflict with the Town Charter or any Town ordinance or provision therein.

(Am. Ord. 92-12, passed 1-20-93; Am. Ord. 96-04, passed 4-17-96)

#### **§ 45-26. CONFLICT.**

In the event of any conflict between any provision, requirement or standard contained in this chapter, and any provision, requirement or standard contained in the Building Code of the Town as set forth in Chapter 4A, Appendix A, the more stringent provision, requirement or standard shall apply.

(Ord. 86-19, passed 12-9-86; Am. Ord. 92-12, passed 1-20-93))

#### **§ 45-37. REPEALED.**

(Ord. 86-19, passed 12-9-86; Am. Ord. 92-12, passed 1-20-93; Repealed by Ord. 96-04, passed 4-17-96)

#### **§ 45-58. REVIEW OF BUILDING PLANS AND SPECIFICATIONS BY A FIRESAFETY INSPECTOR.**

(a) Purpose. The purpose of these provisions is to ensure that the citizens of the Town and the patrons of establishments located in the Town are protected in their life and property from the hazards of fire, explosion, and hazardous fumes which may accrue as a result of new construction, alteration or repair of buildings, and the erection of fences, hedges, and other barriers subsequent to the approved occupancy of a building.

(b) Applicability. The provisions of this section apply to construction, erection, alteration, repair, or demolition in all zoning districts of the Town; provided, however, that one and two-family detached residential dwelling units in any zoning district, when used as a one or two-family detached residential dwelling units, shall not be subject to the provisions of this section.

(c) Building plan review by a state certified Firesafety Inspector. The Building Official, in conjunction with the Fire Marshal **Chief**, or his/her designated representative, either of whom is a State of Florida certified **FIRESAFETY INSPECTOR**, as that term is defined in Section 633.052(1)(a), Florida Statutes, as amended, transferred, or revised, from time to time, will review all plans and specifications for construction, erection, alteration, repair, or demolition before any permit is issued by the Town or the Building Official for said construction, erection, alteration, repair, or demolition. The review will be to ensure that the plans and specifications are in compliance with the building codes adopted in §§ [4A-20](#), [4A-21](#), [4A-65](#), [4A-66](#), [4A-81](#) through [4A-84](#), [Appendix A](#), of this code, the **Florida** Fire Prevention Code adopted by § [45-1 4](#), and the applicable Life Safety Code adopted by § [45-6 5](#) of this code. No permit for construction, erection, alteration, repair, or demolition, of a building, structure, illuminated sign, or change in occupancy classification, shall be issued until both officials have found the plans and specifications

are in compliance with the aforementioned codes. Any building or structure which is not subject to a fire safety code and any building or structure which is exempt from the local building permit process shall not be required to have its plans and specifications reviewed as provided herein.

(d) Repealed.

(e) Fences, hedges, and access or egress barriers. No permit for the erection of a fence, hedge, or access or egress barrier shall be issued unless and until the completed application therefor has been reviewed by the Fire Chief to ensure that access to the property for firefighting purposes will not be impaired. A barrier to site access or egress may exist through erection of ornamental, decorative, or functional pillars, columns, or poles; flagpoles; exterior sign supports; or site landscaping which includes trees of a size to impede fire equipment access or damage fire equipment as a result of proximity to the entrance, exit, or interior driveways and vehicular aisles of the property.

(f) Errors, omissions, or hazardous conditions detected on building plans will immediately be reconciled by informal consultation between the applicant, the Building Official and Fire Chief before a building permit is issued. If reconciliation cannot be effected, then the officials concerned will jointly and immediately request the Town Commission for a decision and provide written briefs to accompany their request. The issuance of a building permit in such cases will be held in abeyance pending decision of the Town Commission.

('75 Code, § 11-8) (Ord. 79-6, passed 3-13-79; Am. Ord. 97-03, passed 11-19-97)

#### **§ 45-9. IMMINENT HAZARDS.**

(a) If, during a fire safety inspection, the Fire Chief, building official or designee thereof determines that a violation exists that poses an imminent and substantial danger to the public health, safety and welfare, the Fire Chief, building official or their designee may take such actions as deemed necessary in order to protect the public health, safety and welfare. The actions of the Fire Chief, building official or their designee shall include, but are not limited to:

1. Issuing such corrective orders as may be necessary to protect the public from any imminent and substantial danger. An order issued by the Fire Chief, building official or their designee shall become effective immediately upon service of such order on the person in violation.

b. Requesting the Town manager to cause the Town attorney to commence a civil action for appropriate relief, including a restraining order or permanent or temporary injunction.

c. Authorizing any lawful action immediately necessary to summarily abate or correct any condition which presents an imminent and substantial hazard to life and property.



(b) If any person refuses to comply with any order or unlawfully interferes with the Fire Chief, building official or designee thereof carrying out any duties or functions prescribed by this section, the person shall be punished by a penalty or by imprisonment for a term not exceeding sixty (60) days or by both such penalty and imprisonment, in the discretion of a court of competent jurisdiction.

#### **§ 45-6. LIFE SAFETY CODE ADOPTED.**

~~The 1994 latest edition of the National Fire Protection Association (NFPA) 101, Life Safety Code, shall be known as the “Town of Melbourne Beach Life Safety Code” and is hereby adopted by reference and incorporated herein as if fully set out. The provisions thereof shall be controlling within the Town except to the extent any such provision is in conflict with the Town Charter or any Town ordinance or provision therein.~~

~~(Am. Ord. 92-12, passed 1-20-93; Am. Ord. 96-04, passed 4-17-96)~~

#### **§ 45-10. ACCESS BOX.**

All structures that are required to have fire alarm, standpipe or sprinkler systems, shall provide a public safety key access box(es) for fire department use. The key box shall contain any key necessary for access to occupied floors within the structure for emergency fire and rescue purposes such as but not limited to keys for elevator return and door opening, elevator rooms, fire alarm box, electric rooms, and storage rooms. The key box system may be surface-mounted or flush-mount in an easily accessible location, (as determined by the fire department), at a height of 6 (six) feet or less to the top of the box. The fire department shall maintain possession of the only key. In the event locks are changed in any of the above-mentioned rooms, the fire department shall be notified immediately.

#### **§ 45-11. PULL STATION PROTECTION.**

All exterior fire alarm pull stations on new and existing buildings shall be protected by a weatherproof guard to deter false alarms.

#### **§ 45-12. FIRE PROTECTION SYSTEM OUTAGES.**

If any fire protection system installed in a structure including fire alarm systems, goes out of service for any reason, the owner or tenant shall notify the fire department within four (4) hours. An approved fire watch will be implemented until the fire protection system is operational again. Repairs shall be made to the fire protection systems within seventy-two (72) hours. The fire department shall be notified in writing of the date of completion. In the event repairs cannot be completed with seventy-two (72) hours, the plans and schedule for repairs shall be coordinated with and approved by the fire department. Any repairs, testing, or inspections, of existing standpipe

and/or sprinkler system, including underground piping and valves, shall be done by a company that is certified by the State of Florida for installation and repair of fire protection systems. When the system is operational again a copy of the fire watch documentation shall be provided to the fire department.

#### **§ 45-413. OPEN BURNING RESTRICTIONS.**

(a) No person shall kindle or maintain any bonfire or rubbish fire (including but not limited to trash, shrubs, trees, litter, motor oil, combustible or flammable liquids, wooden pallets, construction waste products or any other materials) within the limits of the Town.

~~(b) Open cooking fires within a residential or commercial building are permitted.~~

~~(c b)~~ Open Cooking fires located on the, including beach cooking fires (not within a residential or commercial building), shall be permitted, providing:

(1) The beach cooking fire shall only be fueled by charcoal propane within a self-contained cooking apparatus.

(2) The beach cooking fire shall not be kindled located within 25 feet seaward of the dune or vegetation line.

~~(3) The residue from the beach cooking fire be removed from the beach by the parties responsible for the fire and disposed of elsewhere in a safe manner so as not to be a nuisance to anyone else.~~

~~—(4) The fire shall be constantly attended by a competent person until the fire is extinguished.~~

~~—(5) The Fire Chief or his designated representative may prohibit any such fires when atmospheric conditions or local circumstances make such fires hazardous.~~

(c) Cooking fires not located on the beach shall be permitted, providing:

(1) The cooking fire shall be contained within the confines of a BBQ Grill or similar device used solely for cooking purposes.

(2) The cooking fire shall only be fueled by charcoal, natural wood (no lumber or construction materials), propane or butane within the self-contained cooking apparatus.

(3) The cooking fire must be a minimum of 10 feet from any structure or combustible material.

(d) Recreational beach fires are only allowed by permit in compliance with the following:

(1) Beach fire permits are only available during non-turtle nesting season (November – February).

- (2) Beach fires are allowed daily from 5 p.m. to 10 p.m. with a permit in Town designated fire pits only.
- (3) Beach fires are only allowed in Town designated fire pits.
- (4) Applicant must be 21 years of age or older.
- (5) Proof of Driver's License or State-issued ID will be required to obtain a Permit. This is important since the permittee will be responsible for all individuals attending the beach fire activity and will be expected to sign a waiver for the attendees of the beach fire. The permittee must be on site at all times during scheduled time listed on Permit. They must have in their possession a copy of this permit (paper or digital) and present it upon the request of a Fire Official or Police Officer.
- (6) The number of attendees at a beach fire is limited to 20 persons 16 years of age and older
- (7) Beach fires shall not exceed three (3) feet in flame height. Anything greater shall be considered a bonfire which is prohibited.
- (8) The use of flammable and/or combustible liquids to ignite or fuel fires is prohibited. Solid fire starter must be used to ignite your fire. Permit holders must have extinguishment material available such as a bucket of water or sand and a shovel.
- (9) Vegetation or materials located within the beach park or on the beach are not allowed to be taken, damaged, or used as material to burn.
- (10) Only commercially purchased seasoned dry firewood or artificial logs (duraflame type products) are to be used. These products can be purchased at most grocery stores and hardware stores. NO EXCEPTIONS. The use of beach driftwood, lumber, plywood, pallets, creosote treated lumber, glue impregnated material, plastic, foam, rubber, household trash, trees, Christmas trees or any wood that is painted, has nails, pressure treated, or such is PROHIBITED. Violations are subject to fines, penalties, cleanup costs, total loss of deposit and revocation of permit. The fire will be immediately extinguished, and the permit holder may be denied future permits.
- (11) The Town, through any of its applicable departments, reserves the right to cancel or revoke any permit if the Town believes a violation or unsafe conditions are present.
- (12) All beach fires must be thoroughly extinguished, cooled down and cleaned up prior to 10 PM. The beach fire site MUST BE FULLY CLEANED prior to your departure. Cleanup and restoration of the site must be completed by the expiration date and time set forth by the issued permit. All ash and leftover material must be thoroughly wet down and allowed to properly cool before being removed from the beach. A Town supplied metal container is to be used for removal of any leftover material. At no time should warm embers be placed in any trash receptacles. The fire pit must be leveled to return the beach to its previous status. MATERIAL AND/OR ASH SHALL NOT BE BURIED IN THE



SAND, THROWN IN THE OCEAN OR PLACED IN PLASTIC GARBAGE RECEPTACLES AT THE BEACH. Beach fire sites will be inspected post cleanup. Failure to clean the site will result in a total loss of deposit, and permit holder will be banned from future beach fires.

- (13) Smoke complaints may result in the fire being required to be extinguished.
- (14) Unsuitable wind or weather conditions must be taken into consideration prior to and during the time of the permitted beach fire. If unsuitable conditions exist and permit must be canceled, the Town will contact the permittee at the contact phone number provided before the start of permitted time.
- (15) The Town will make every effort to contact the permittee at least 2 hours prior to activity, however, due to wind and weather conditions that may arise, the Town, has the right to cancel permitted activity at any time or to request extinguishment of fire at any time.
- (16) Anytime the State or County has issued a red flag warning or a drought exists, no permits will be issued and permits will be canceled. For cancellations made by the Town based on these conditions, the Town may issue a refund or offer another day to the permittee as an option.
- (17) Should the permittee cancel their event for any reason, other than for severe weather or safety-related issues, refunds may not be issued, so please plan your activity accordingly.
- (18) Beach fire permits are subject to public record request.
- (19) The amount of the permit fee and deposit shall be determined by the Town commission.

(e) Recreational fires located on a residential or commercial property, shall be permitted, providing:

- (1) The recreational fire shall be contained within the confines of a metal or masonry pit, outdoor fireplace, portable outdoor fireplace, or similar device not greater than 9 sq feet fire box area for pleasure, religious, ceremonial, warmth or similar purposes.
- (2) Flame height not greater than three (3) feet. Anything greater shall be considered a bonfire which is prohibited.
- (3) The recreational fire shall only be fueled by charcoal, natural wood (no lumber or construction materials), propane or butane.
- (4) The burning of other materials including but not limited to lumber, plywood, pallets, creosote treated lumber, glue impregnated material, plastic, foam, rubber, household trash, shrubs, trees, Christmas trees, litter, motor oil, combustible or flammable liquids or any wood that is painted, has nails, pressure treated, or such is considered a rubbish fire which is PROHIBITED.
- (5) The recreational fire must be a minimum of 10 feet from any structure or combustible material.

- (6) Must have a method to put out the fire (such as a hose or fire extinguisher) capable of total extinguishment of the burn area.
- (7) Must have an adult in attendance at all times until extinguished.
- (8) Smoke complaints may result in the fire being required to be extinguished.
- (9) Violations of the above are subject to fines, penalties, and the fire will be immediately extinguished.
- (10) Anytime the State or County has issued a red flag warning, or a drought exists, or if weather conditions are such that an open fire would present a hazard to life or property the Fire Chief or his designee is authorized to require that the fire will be immediately extinguished. Failure to comply can result in fines and penalties.

(Ord. 87-14, passed 9-22-87)

## **§ 75-0. HAZARDOUS MATERIALS INCIDENTS COST RECOVERY**

### **§ 75-1.INTENT AND PURPOSE; STATUTORY AUTHORITY; JURISDICTION.**

(a) *Intent and purpose.* This article is intended to provide for recovery by the Town, a political subdivision, its agencies or agents, of costs incurred in response and recovery efforts related to hazardous material incidents. In addition, it is intended to provide for cost recovery for damages to natural resources and government-owned properties.

(b) *Authority.* The Town Commission has the authority to adopt this article pursuant to the provisions of F.S. chs. 166 and 252. When the Melbourne Beach Vol Fire Department provides response for hazardous materials incidents it shall have the authority to take whatever action it determines to be necessary to contain and mitigate the situation in the interest and well-being of the public. The fire department personnel shall be authorized to contact hazardous waste disposal companies to provide expeditious mitigation of hazardous materials incidents. Severity and toxicity of the incident may be considered in evaluating the response capability of each private company for each incident.

(c) *Jurisdiction.* This article shall apply to the Town of Melbourne Beach, located in Brevard County in the State of Florida.

### **§ 75-2 DEFINITIONS.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Costs means and includes, but is not limited to:

(1) All costs incurred for remedial actions, to include response, incident assessment, control, containment, abatement, disposal, including costs associated with transportation, temporary storage, permanent storage or disposal of hazardous materials if such transportation, temporary storage, permanent storage or disposal is necessary to control, contain and abate the hazardous materials incident.

(2) Damages for injury to, destruction of or loss of natural resources, as determined by the appropriate local, state or federal agency, including the reasonable costs of assessing such injury, destruction or loss resulting from a hazardous material incident.

(3) Health costs for persons or animals injured from or costs of any health assessment or health effects study carried out as a necessity resulting from a hazardous material incident.

(4) Costs of labor, including benefits, overtime and administrative overhead, for time devoted specifically to the hazardous materials incident including personnel costs to "backfill" when necessary, in order to maintain sufficient personnel for response to other emergencies or requests for service.

(5) Costs of equipment, operation, leasing, repair and replacement where necessary.

(6) Costs of contract labor and equipment.

(7) Costs of labor and equipment, including rental or leased equipment, utilized or contracted by the Town of Melbourne Beach to the extent such labor and equipment is necessary for emergency response, incident assessment, control, containment and abatement of the immediate hazard. Costs for equipment, owned and operated by the Town of Melbourne Beach and owned and operated by a governmental agency shall be those contained in the Federal Emergency Management Agency (FEMA) Schedule of Equipment rates in force at the time of the incident. Rates for equipment not listed in the schedule will be requested from FEMA if necessary. Labor costs of operators are not included in the schedule and shall be considered as separate.

(8) Costs of materials such as sorbents, foam, dispersants, neutralization agents, overpack drums or containers, etc.

(9) Costs of supervision and verification of cleanup and abatement.

*Hazardous material* means any substance or material defined, listed, characterized or classified as a hazardous material, hazardous substance, hazardous waste or toxic substance according to chapter 38F-41, Florida Administrative Code (the Florida Substance List); title 40 Code of Federal Regulations 261 (Identification and Listing of Hazardous Wastes); title 40 Code of Federal Regulations 3,021.4 (Designation of Hazardous Substances); title 40 Code of Federal Regulations 355, appendices A and B (List of Extremely Hazardous Substances); and title 49 Code of Federal Regulations 172.101 and 172.102 (Hazardous Materials Tables).

*Hazardous material incident* means actual or threatened release of hazardous substances or materials, including hazardous waste, which pose an imminent threat to the health, safety or welfare of the population.

*Hazardous substance* means a substance or material that the United States Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 U.S.C. 5103). The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (see 49 C.F.R. 172.101), and materials that meet the defining criteria for hazard classes and divisions in 49 C.F.R. 173.



Natural resources means land, fish, wildlife, biota, air, water, groundwater, drinking water supplies and other such resources belonging to, managed by, held in trust by, appertaining to or otherwise controlled by the county, county agencies and the municipalities.

Person means an individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, governmental entity or any other legal entity.

Recovery means a phase of emergency management which restores the site of an incident to pre-emergency conditions.

Release means the accidental or intentional, sudden or gradual spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment (including the abandonment or discarding of barrels, containers and other receptacles containing any hazardous material or substance or waste or pollutant or contaminant).

Response means a phase of emergency management which occurs during and immediately following an incident, provides emergency assistance to victims of the event, and reduces the likelihood of secondary damage.

Responsible party means the person whose negligent or intentional act or omission caused a release, or the person who owned or had custody or control of the hazardous substance or waste at the time of such release without regard to fault or proximate cause, or the person who owned or had custody or control of the container which held the hazardous substance at the time or immediately prior to such release without regard to fault or proximate cause.

### **§ 75-3 LIABILITY FOR COSTS.**

(a) Any responsible party who causes a hazardous material incident shall be liable for the payment of all costs incurred by the Town and its agents for response to and remediation of such an incident.

(b) The Town will seek all available remedies at law, to include the provisions of this article, against any parties responsible for any environmentally damaging event, to include those actions and remedies available under the U.S. Bankruptcy Code relating to such matters.

### **§ 75-4 COLLECTION AND DISBURSEMENT OF FUNDS.**

(a) Agent for collection. The Town Finance Department may serve as the Town's agent for collecting invoices and billing the responsible party for costs. Agencies of the Town and organizations responding to a hazardous materials incident at the request

of the Town will be eligible to submit bills. A third-party cost recovery collection service may be utilized by the Town.

(b) *Submission of invoices.* Invoices identifying eligible costs under this article shall be submitted to the Finance Department within 30 days after the cost was incurred or identified. Submitted invoices should include sufficient documentation for cost reimbursement (i.e., copies of time sheets for specific personnel, copies of bills for materials, equipment and supplies procured or used, etc.). Accepting invoices from agencies outside the Town shall not incur liability to the Town to pay costs from such agencies until payment is received by the Town from the responsible party.

(c) *Method of payment.* The Finance Department shall submit one or a series of consolidated invoices to the responsible party identifying agencies, agents or municipalities and their specific costs of reimbursements. The responsible party shall issue a certified check to each eligible agency, agent or municipalities requesting cost recovery for the amount incurred, within 60 days of receiving a consolidated invoice.

#### **§ 75-5 METHODS OF ENFORCEMENT.**

(a) *Supplemental beneficial projects (SBP).* This article shall not prohibit the Town of Melbourne Beach from entering into binding agreements with the responsible party for monetary payment, provided that all or part of the responders agree with the SBP in lieu of payment or the Town of Melbourne Beach accepts the SBP and compensates the other responders. SBPs are projects which a responsible party agrees to undertake to benefit the emergency response entity but is not otherwise legally required to perform. The SBP must have a direct benefit to the responding entity of the Town of Melbourne Beach and the value of the SBP can be used to offset monetary payment on a dollar for dollar basis. There is no minimum or maximum amount of monetary payment that can be offset by a SBP.

(b) *Civil action.* The Town may enforce the provisions of this article by civil action in a court of competent jurisdiction for the collection of any amounts due under this article plus administrative collection costs and attorneys' fees, or for any other relief that may be appropriate. A certified copy of a judgment in favor of the Town may be recorded in the public records and thereafter shall constitute a lien upon any real or personal property owned by such person; and such lien shall be coequal with the lien of all state, district and municipal taxes, superior in dignity to all other liens, titles and claims until paid or extinguished.

(c) *Other remedies.* This article shall not prohibit the Town from pursuing any other remedy, whether civil or criminal, or from instituting any appropriate action or proceedings, including injunction in a court of competent jurisdiction, nor shall the recovery of extraordinary expenses under this article in any way release the various parties, or limit them, from legal liability incurred as a result of hazardous material cleanup or abatement as defined under any local, state or federal rule or regulation.



## Town Commission Agenda Item

**Section:** New Business

**Meeting Date:** August 18, 2021

**Subject:** Landscaping

**Submitted By:** Public Works Director Davis

### **Background Information:**

The landscaping areas in Town have been expanded with plans to greatly expand those areas even more. Our vision is to create landscaped areas to offer more aesthetic appeal by use of colorful plantings in various locations. These plants will be non-invasive plants with all types of flowering plants to include some Florida native as defined by the University of Florida.

The existing areas alone will require a great deal of attention to keep them in a pristine state. Bi-Centennial Park alone is very large plus the areas along the river front near the pier just to point out two of the very large areas. Our belief is that all our Town owned areas should reflect an image that is visually appealing and additionally set the example for our residents.

We have had some very dedicated volunteers but the task of keeping these areas nice is a rather daunting task to cast upon volunteers.

### **Recommendation:**

Given our desire to accomplish this mission I would request that the Commission consider contracting a landscaping company. Our current mowing contractor does not possess the expertise to carry out this work. I believe having a contractor that devotes their efforts to just our landscaping will be better. I do not feel that proper attention can be provided by Public Works to keep what should be very attractive areas beautiful.

Before I came to this conclusion I did speak with the Public Works Directors of Indialantic and Indian Harbour Beach. The following information was obtained:

Indialantic has 6 full time employees and 4 part-time employees. They do contract out the general mowing and edging.

Indian Harbour Beach has 14 full time employees. They do their own mowing in house. One employee is a mechanic and is responsible for keeping the equipment operating







## Town Manager Report for August 2021

1. As of August 12, 1762 parking permits have been issued.
  
2. The current year-to-date revenues: **\$72,284**

March revenue:	\$ 2,700.25	Units: OPark-444,	Ryckman-444	Cr Overs -1
April revenue:	\$14,081.25	Units: OPark-1923	Ryckman-941	Cr Overs-323
May revenue:	\$22,645.24	Units: OPark-2310,	Ryckman-1347	Cr Overs-601
June revenue:	\$18,383.04	Units: OPark-1992,	Ryckman-1322	Cr Overs-366
July revenue:	\$22,142.46	Units: OPark-2490,	Ryckman-1272	Cr Overs-504
  
3. The Orange Street Paving Project has been completed on schedule. I received the final bill with a Change Order reducing the project cost by \$61,644.46 due to the reduction in landscaping, erosion control, swale grading, seed and sod and the removal of mailboxes and stop signs.
  
4. Remaining with Health First for the employee health insurance plan is the most beneficial and least expense cost to the employee and the Town. I anticipate a more competitive marketplace next year as the insurance companies will have adequate time to file their upcoming premiums with the Insurance Commissioner. The search for a new health insurance carrier will begin next summer.
  
5. The Police Officers via the Union, have agreed to the 3% increase for FY22.
  
6. I was selected to serve as the Secretary for the Space Coast Public Management Association for the next year. Our meeting will return to virtual meetings in August.
  
7. I spoke with a Representative from the Electric Car Company who took the Town's information and what we are interested in and pushed our request further up the response line.
  
8. I spoke with Rachel Rutledge about the intern program for Brevard County Schools students and how the Town might participate in that program. We will have a follow up conversation to discuss possible option.
  
9. Public Works Director Davis and I attend a meeting of Island Managers and Public Works Directors to discuss the possibility of splitting a sand bagging machine that could fill 1200 sand bags per hour. More research is being conducted as well as site plan reviews on where the equipment could be stored. There was additional discussion about raccoons devastating turtle nests in Satellite Beach. Satellite is hiring a company to euthanize the raccoons and take preventative measures to stop a reoccurrence. The cost is \$9,000. City Manager Barker suggested each Town on the Island look into having an analysis done of predation issues.
  
10. Attended P&Z meeting. Board has asked for an agenda item (New Business-August) to be able to speak with Town Planner and Attorney regarding Town Code. Attended Parks Board meeting, also an agenda item ( New Business August) approving Board Logo, monthly lecture series, and evening yoga in Ryckman Park.
  
11. I have received confirmation on the amount the Town will receive under the American Rescue Plan, 1,651,815.00 I have not seen all of the conditions required to use the money.



## Building Department Report July 2021

- 60 permits issued
- Construction Value of the 60 permits totaled \$833,368.00
- Total Permit fees \$11,597.27
- 119 inspections completed
- 64 plans reviewed
- 3 Site Plan review for P&Z
- 1 BTR reviews
- 1 Vacation Rental inspections
- 0 New homes

A comment on New Homes: The Building Department is working with 7 different properties in the development of new homes. If this trend continues, there will be an increase in new homes over the current fiscal year.

Period 10/01 – 07/31	FY 2019	FY 2020	FY 2021
Inspections	1,674	1,754	1,439
Permits Issued	563	602	573
Construction Value	\$9,819,651	\$9,963,676	\$10,652,663
Fees	\$123,674	\$134,736	\$130,957

This comparison is to provide the observed direction in the flow of work and permitting. Please take note that the number of permits is lower, however, the construction value is higher. This is following a current trend due to product and contractor availability. It is foreseeable in the next year there may be a reduction in the number of permits as the cost of materials and the high demand for contractors. We are noting there are longer waiting periods for materials. An example: if you want to replace windows, currently most waiting times for materials is @ 6-8 months. If you are building or resurfacing a pool the wait time is @ 1.5 years.



Permit	Description	Issue	Company	Address
<i>MB20_432</i>	PV SOLAR, INSTALL			
		7/20/2021	BOB HEINMILLER	411 SIXTH AVE
<i>MB21_249</i>	FENCE			
		7/2/2021	Carrie's Fence of Palm Bay	401 RIVER VIEW LN
<i>MB21_268</i>	FENCE AND GATE, INSTALL			
		7/2/2021	Carrie's Fence of Palm Bay	303 SHANNON AVE
<i>MB21_285</i>	FENCE, INSTALL			
		7/2/2021	Carrie's Fence of Palm Bay	312 OAK ST
<i>MB21_287</i>	FENCE AND GATE, INSTALL			
		7/2/2021	Carrie's Fence of Palm Bay	307 BANYAN WAY
<i>MB21_299</i>	Pool Resurface			
		7/12/2021	Brevard Pools Inc	215 CHERRY DR
<i>MB21_300</i>	PAVERS, DRIVEWAY/WALKWAY/BOAT PAD			
		7/14/2021	Surfside Pavers Inc.	509 ANDREWS DR
<i>MB21_322</i>	PAVERS, DRIVEWAY			
		7/15/2021	MANICURE AMERICA LANDSCAPING	410 FIFTH AVE
<i>MB21_328</i>	GARAGE DOOR, REPLACE			
		7/9/2021	QUALITY GARAGE DOOR SERVICES	413 SECOND AVE
<i>MB21_334</i>	FENCE, INSTALL			
		7/2/2021	Carrie's Fence of Palm Bay	405 RIVERSIDE DR
<i>MB21_336</i>	PAVERS, DRIVEWAY			
		7/20/2021	ELITE PAVERS & PRICE RITE PAINTING INC	512 AVENUE B
<i>MB21_340</i>	WINDOWS			
		7/7/2021	Window World of Central Florida Inc	305 THIRD AVE
<i>MB21_342</i>	DOORS			
		7/30/2021	Tropical Dreams Renovations	1910 CEDAR LN

<i>MB21_345</i>	SEAWALL	7/7/2021 Dock Masters Inc	447 RIVER VIEW LN
<i>MB21_346</i>	REROOF	7/14/2021 Patrick Roofing Inc	604 SHANNON AVE
<i>MB21_349</i>	DOOR	7/15/2021 SUNSET VIEW CONSTRUCTION	452 SANDY KEY
<i>MB21_352</i>	WALL, DECK, DEMOLITION OF POOL	7/15/2021 Excel Construction Corp	313 OAK ST
<i>MB21_359</i>	PLUMBING, REPLACE	7/14/2021 Drain Mechanics LLC	100 RIVERSIDE DR
<i>MB21_361</i>	GAS LINE, REPLACE	7/7/2021 ERIC THE GAS MAN	305 HIBISCUS TRL
<i>MB21_362</i>	INTERIOR REMODEL	7/26/2021 Coastal Builders of Brevard LLC	809 ATLANTIC ST 0
<i>MB21_363</i>	WINDOW/INTERIOR REMODEL	7/12/2021 Schopke & Maguire Inc.	701 RIVERSIDE DR
<i>MB21_364</i>	RE ROOF W/FLAT	7/1/2021 DC ROOFING	536 SUNSET BLVD
<i>MB21_365</i>	RE ROOF W/FLAT	7/1/2021 DC ROOFING	213 SURF RD
<i>MB21_366</i>	WINDOWS/SGD, REPLACE	7/7/2021 Window World of Central Florida Inc	300 SURF RD
<i>MB21_367</i>	HVAC, REPLACE	7/7/2021 Brevard Cooling and Heating Inc	503 SECOND AVE
<i>MB21_368</i>	GARAGE DOOR, REPLACE	7/9/2021 Atlantic Garage Doors of So. Brevard Inc.	1400 ORANGE ST
<i>MB21_369</i>	WINDOWS AND DOORS, REPLACE		

<i>MB21_370</i>	HVAC, REPLACE	7/7/2021	500 HIBISCUS TRL
<i>MB21_371</i>	RE ROOF, W/FLAT	7/9/2021 ABLE AIR, INC	103 OAK ST
<i>MB21_372</i>	METER CAN, REPLACE/FPL	7/7/2021 G&G ROOFING CONSTRUCTION INC	604 HIBISCUS TRL
<i>MB21_373</i>	PROPANE TANK, INSTALL	7/6/2021 LIGHTHOUSE ELECTRIC SERVICE	310 SIXTH AVE
<i>MB21_375</i>	SHUTTERS, INSTALL	7/7/2021 COMO OIL & PROPANE	501 RIVERSIDE DR
<i>MB21_376</i>	RE ROOF	7/8/2021 BIG WAVE STORM SHUTTERS	510 HIBISCUS TRL
<i>MB21_378</i>	GARAGE DOOR, REPLACE	7/7/2021 PRO'S CHOICE ROOFING LLC	215 BIRCH AVE
<i>MB21_379</i>	DOOR, sliding glass replace	7/12/2021 Tropical Doors Inc	401 FOURTH AVE
<i>MB21_380</i>	RE ROOF	7/14/2021 Lowe's Home Centers	2050 ATLANTIC ST 322
<i>MB21_381</i>	HVAC, REPLACE	7/13/2021 Florida Top Shield Roofing Inc	1200 ATLANTIC ST
<i>MB21_384</i>	Electric, Replace	7/15/2021 Walters Refrigeration & A/C	310 SUNSET BLVD
<i>MB21_385</i>	PAVERS, INSTALL	7/30/2021 EAU GALLIE ELECTRIC, INC.	507 OCEAN AVE T.H&PD
<i>MB21_387</i>	PAVERS, DRIVEWAY	7/21/2021 Surfside Pavers Inc.	209 ASH AVE

		7/21/2021 MANICURE AMERICA LANDSCAPING	452 SANDY KEY
<i>MB21_388</i>	PAVERS, POOL DECK		
		7/21/2021 Surfside Pavers Inc.	503 ANDREWS DR
<i>MB21_389</i>	GENERATOR AND PROPANE, INSTALL		
		7/21/2021 EAU GALLIE ELECTRIC, INC.	432 RIVER VIEW LN
<i>MB21_391</i>	PAVERS, DRIVEWAY		
		7/30/2021 Dave Nielsen LLC	504 HARLAND AVE
<i>MB21_392</i>	WINDOWS, REPLACE		
		7/26/2021 STEHEN A SHEEHAN AND ASSOCIATES INC	1400 ATLANTIC ST A
<i>MB21_393</i>	PAVERS, WALKWAY AND DECK		
		7/23/2021 ALLIANCE PAVERS	318 SIXTH
<i>MB21_394</i>	INTERIOR DEMOLITION		
		7/22/2021 ATLANTIC BUILDING & DEVELOPMENT LLC	312 HIBISCUS TRL
<i>MB21_395</i>	PAVERS, WALKWAY		
		7/23/2021 ALLIANCE PAVERS	225 FOURTH AVE
<i>MB21_396</i>	ELECTRIC, REPLACE		
		7/23/2021 E Z Electric Inc	430 RIVER VIEW LN
<i>MB21_397</i>	RE ROOF, FLAT W/SKYLIGHTS		
		7/20/2021 CCC HOLDING COMPANY INC	400 ATLANTIC ST
<i>MB21_398</i>	RE ROOF		
		7/27/2021 Hippo Roofing	408 RIVER VIEW LN
<i>MB21_399</i>	REMODEL, INTERIOR		
		7/22/2021 ATLANTIC BUILDING & DEVELOPMENT LLC	312 HIBISCUS TRL
<i>MB21_401</i>	PROPANE, INSTALL		
		7/20/2021 AMERIGAS PROPANE LP (2)	207 ELM AVE
<i>MB21_402</i>	RE ROOF		
		7/27/2021 Pro-Tech Roofing of Brevard	507 AVENUE B



<i>MB21_407</i>	DEMOLITION SINGLE FAMILY HOME		
		7/30/2021 Sun Quality Builders LLC	407 THIRD AVE
<i>MB21_409</i>	HVAC, REPLACE		
		7/29/2021 ABLE AIR, INC	1802 PINE ST
<i>MB21_410</i>	SHUTTERS, INSTALL		
		7/29/2021 Affordable Glass Protection Inc	1709 PINE ST
<i>MB21_411</i>	PAVERS, REPLACE		
		7/29/2021 Dave Nielsen LLC	508 HARLAND AVE
<i>MB21_412</i>	HCAC, REPLACE		
		7/29/2021 COMFORT EXPERTS USA INC	200 SHANNON AVE
<i>MB21_416</i>	WATER HEATER, INSTALL		
		7/27/2021 Tucker's Cutrate Plumbing & Service	527 AVENUE B
<i>MB21_417</i>	FENCE, INSTALL		
		7/27/2021	220 SIXTH AVE

## Public Works Activities

July 2021

Continued ditch witch cleaning of stormwater baffle boxes

Coordinated proper installation of Florida High Speed Internet connection

Moved connex box position to allow room for new building

Repaired flagpole for life guard flags Ocean Park

Trimmed some crossover areas

Cleaned PW garage areas

Filled emergency generator fuel prep for storm season

Mowed and clean landscape front of post office

Cleaned parks of heavy presences of blown down palm branches

Installed sides on flatbed dump truck

Removed and replaced all sand on the volleyball courts

Installed pole covers and nets volleyball courts/ground markings installed

Moved speed trailer numerous times for PD

Had large Australian pine removed behind Neptune by oak – leaning threat to property

Continued monitoring of Orange project and viewed final

Corrected loose manhole cover at elm and rosewood

Repaired potholes riverside dr.

Sodded area of berm Magnolia where washed out

Trimmed some areas at Ocean Park

Inspected trip hazard 200 block cherry

Set up Community Center for meeting

Replaced toilet seat in PD

Placed a rat screen roof area over FD

Patched leaking irrigation well pipe 300 block ocean

Repaired sprinkler 1505 Orange

Repaired picnic table on pier

Replaced irrigation control box Ryckman by pier

Dug swale on ash near orange

Replaced lock on irrigation control box Ryckman

Repaired and covered a very old stormwater drain 501 Riverside

Trimmed tree by ocean ave school crossing light prior to start of school

Installed new led outside lights ocean park restrooms

Street sweeping

Cleaned up railroad display areas by pier and ocean flag pole

Installed stop signs, stop bars and lights s. palm and magnolia and magnolia and hibiscus







## **Melbourne Beach Police Department**

### **Monthly Report**

### **July 2021**



In the month of July, we had a total of 9 arrests. Those arrests range from Driving Under the Influence, Narcotics, Domestic Battery, and Traffic.

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 five animal complaints/calls this month consisting of;

2 Loose/stray dog

1 Dog on the beach

1 Pregnant opossum

1 Deceased dog on the beach (Turned over to Animal Services)

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.

#### **Community Event**

The Movie in the Park was canceled due to technical difficulties and rain. We are going to reschedule TBD.

Before the start of the movie, the residents were able to enjoy the BCSO Mounted Posse. We thanked them and look forward to having them revisit us in the future.

- Summer Series of public service announcements ranging from Bicycle and Pedestrian laws, Lock it or Lose it, and Turtle Season, to name a few. The PSA's will be posted on our Facebook weekly throughout the summer. Like our page on Facebook at <https://www.facebook.com/Melbournebeachpolice>
- ATV patrols are routinely performed during the evening hours by the Officers.
- Congratulations to Officer Tejeda and his wife as they welcome Baby Valencia Olivia Tejeda, 7lbs 10oz. Mom and baby are doing well.

Attached you will see a brief overview of the Sergeants monthly report highlighting some of our calls for service.

Stay Safe, Chief Melanie Griswold

**MELBOURNE BEACH POLICE DEPARTMENT****Jason Hinchman****Sergeant****507 Ocean Ave, Melbourne Beach, FL 32951****Phone: (321) 723-4343****Fax: (321)725-3253****Monthly Report July 2021**

---

- 07/04- Male was arrested for drugs in the area of Atlantic Street and Fourth Avenue.
- 07/11- DUI arrest 400 block Riverside Drive. Male subject was in a single vehicle crash and arrested for DUI.
- 07/19- Traffic arrest 1700 block of Atlantic Street. Male subject failed to register trailer and was issued a court date.
- 07/20- Traffic arrest 400 block of Oak Street. Male subject was stopped for speeding. Court date issued for expired FLDL.
- 07/20- Traffic crash (2) vehicles in the 900 block Oak Street. (1) Vehicle left the scene, minor damage reported, no injuries.
- 07/20- Traffic arrest Ocean Avenue and Atlantic Street. Male subject was stopped for speeding and issued a court date for no driver's license ever issued.
- 07/22- Marchman Act of a male in the 1000 block of Atlantic Street. Male subject was causing a disturbance, was under the influence, and could not take care of himself.
- 07/27- Domestic disturbance 2100 block of Redwood Avenue. Both parties were separated, and the incident was verbal only.
- 07/27- Traffic crash (2) vehicles at Oak Street and Ocean Avenue. Both vehicles had disabling damage and were towed from the scene. One person was injured in the crash and transported to the hospital.
- 07/28- Assist other agency (Palm Bay PD) in the 200 block of Birch Avenue. Took male into custody for PBPD who had three felony charges.
- 07/29- DUI Arrest, female arrested in the 1800 block of Oak Street for DUI. Traffic stop for failure to stay in a single lane.
- 07/30- Traffic crash 900 block Oak Street. (2) Vehicles, minor damage to both vehicles, and no injuries.

**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: July Monthly Call Report

DATE: 08/1/2021

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**7/2- A Baker Act in the 400 block of Sunset Blvd. A W/M was transported to the hospital by BCFR due to mental and health concerns.**

**7/10- A fire in a hot tub in the 400 block of Pelican Key. It was extinguished with a garden hose prior to FD arrival.**

**7/10- DUI in the area of Oak St. / Beau Jean Ave. W/M arrested.**

**7/15- Fraud in the 200 block of Cherry Dr. Investigation is still ongoing.**

**7/16- A Baker Act in the 600 block of Mango Dr. A W/M was transported to COC for further evaluation.**

**7/26- Narcotics arrest in the 100 block of Ocean Ave. W/F was arrested for possession of methamphetamine and Possession of drug paraphernalia.**

**7/26- Domestic disturbance in the 700 block of Riverside Dr. Verbal only in nature and one of the involved parties left prior to our arrival.**

**7/26- Marchman Act in the 2000 block of Oak St. A B/F was under the influence of narcotics and was transported to the hospital for further treatment.**

**7/31-Arrest in the 200 block of Ocean Ave. H/F arrested for battery DV.**





# Melbourne Beach Police Department



	JULY	JUNE	MAY	APR	MAR	FEB	JAN						YTD
Total Calls for Service	1421	1113	912	788	863	770	815						6682
Total Felonies	3	3	9	2	9	9	2						37
Total Misdemeanors	13	8	6	9	11	8	8						63
Total Capias Requests	0	1	2	0	0	1	2						6
Total Traffic Arrests	3	1	0	2	1	0	0						7
Total Other Arrests	6	5	1	3	2	5	3						25
911 Investigation	25	20	26	19	31	18	20						159
Alarm Business	5	3	2	1	4	1	4						20
Alarm Residence	2	4	3	0	1	5	6						21
Alarm Vehicle	1	0	0	0	0	0	0						1
Animal Complaint	5	2	10	14	8	22	8						69
AOA LEO	16	20	16	16	22	19	18						127
Assist Citizen	7	8	9	12	7	3	4						50
Assist DCF	0	0	1	1	1	1	1						5
Assist Motorist	2	2	1	2	4	2	2						15
Attempt To Contact	5	4	2	1	3	5	0						20
Baker Act	2	0	0	0	1	0	1						4
Battery	0	0	2	1	0	1	1						5
Burglary - Vehicle	0	0	0	1	1	1	0						3
Civil Matter	1	4	2	2	3	3	3						18
Crash	4	7	9	9	2	4	3						38
Criminal Mischief	2	2	3	1	0	0	2						10
Death Investigation	0	0	0	2	2	1	1						6
Disturbance Domestic	2	2	2	2	2	2	2						14
Disturbance Domestic Battery	1	2	1	1	1	1	1						8
Disturbance	1	0	3	1	1	0	3						9
Disturbance Noise	6	5	3	3	0	1	5						23
Disturbance Verbal	0	0	0	0	4	1	1						6
Drowning	0	0	0	0	0	1	0						1
Fire	2	5	1	4	6	3	4						25
Fraud / Forgery	1	0	2	0	2	1	0						6
Harassment	1	0	0	0	0	0	1						2
House Checks	330	229	77	40	74	44	68						862
Illegal Parking	59	48	61	39	18	24	18						267

# Melbourne Beach Police Department



	JULY	JUNE	MAY	APR	MAR	FEB	JAN						YTD
Information	15	15	15	6	14	19	8						92
Injured/Ill Person	21	23	17	13	19	16	11						120
Intoxicated Driver	3	2	0	2	0	4	1						12
Intoxicated Person	0	0	0	1	0	0	0						1
Investigation	2	3	3	8	6	0	0						22
Marchman Act	2	0	0	0	1	0	1						4
Missing Person	0	2	0	0	0	0	1						3
Narcotics	2	2	1	0	1	0	2						8
Open Door	3	3	4	3	1	0	0						14
Overdose	0	0	0	0	1	0	1						2
Parking Citations	79	50	78	85	21	26	8						347
Patrol Area	141	123	86	97	94	68	117						726
Patrol Area Business	179	170	95	92	119	115	165						935
Patrol Area Residential	456	316	218	153	149	148	156						1596
Patrol Area School	17	11	28	41	33	20	17						167
Private Investigator	0	0	0	1	1	0	0						2
Property Confiscated	1	0	4	0	1	1	1						8
Property Found	3	3	2	5	2	1	1						17
Property Lost	1	4	0	0	1	0	1						7
Reckless Driving	7	4	7	4	8	3	4						37
Search	0	0	1	3	0	0	0						4
Special Detail	2	0	1	0	0	0	0						3
Special Unit Response ATV	1	0	0	0	0	3	1						5
Special Unit Response Drone	0	2	1	0	0	1	0						4
Standby-Keep the Peace	0	1	0	2	0	0	1						4
Suicide Threat	0	1	0	0	1	0	0						2
Suspicious Incident	7	5	6	10	5	10	5						48
Suspicious Person	7	6	8	3	6	4	3						37
Suspicious Vehicle	10	8	5	5	15	6	12						61
Theft	0	0	0	1	3	1	0						5
Traffic Citations	48	39	18	24	20	29	25						203
Traffic Complaint	0	1	4	3	1	2	1						12
Traffic Enforcement	205	130	132	105	107	114	74						867
Traffic Obstruction	2	2	2	1	1	0	0						8



# Melbourne Beach Police Department



	JULY	JUNE	MAY	APR	MAR	FEB	JAN						YTD
Traffic Stop	196	168	102	92	156	126	135						975
Trespassing	0	3	2	0	1	1	0						7
Vehicle Abandoned	1	0	0	1	0	0	0						2
Vehicle Inspection	2	1	0	2	1	1	1						8
Vehicle Repo / Tow	1	0	0	0	1	1	0						3
Vehicle Stolen	0	0	0	0	1	0	0						1
Wanted Person	0	0	0	3	9	0	1						13
Vehicle Mileage	JULY	JUNE	MAY	APR	MAR	FEB	JAN						YTD
Car 359 - Salvaged	0	0	0	0	0	0	65						65
Car 360	994	566	693	631	751	21199	580						25414
Car 361	1014	989	897	941	1053	42651	1109						48654
Car 363	1048	1010	1274	969	1670	1057	1078						8106
Car 364	506	312	505	411	690	17189	219						19832
Car 366	322	459	586	890	543	15047	462						18309
Car 367	1003	983	221	0	0	0	0						2207
ATV 1	26	0	10	161	0	0	0						197
ATV 2	10	34	0	119	0	0	0						163



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

## **FIRE DEPARTMENT MONTHLY REPORT**

### ***July 2021***

#### **Incident Response**

For the month of July 2021, the Melbourne Beach Volunteer Fire Department responded to 5 calls for service. The average number of responding volunteer personnel per paged out call for the month was 12.

Breakdown:

- 4 Fire/Rescue 911 Calls (paged out)
- 1 Public Service/Assist

#### **Notable Incidents**

- 07/10/2021 – Jacuzzi pump caught fire. Damage contained to Jacuzzi, no structural damage to house.
- 07/27/2021 – Vehicle accident with injuries and road blockage at intersection of Ocean and Oak. 1 Pt. transported to local hospital in stable condition.
- 7/29/2021 – Stove range hood caught fire while homeowner was sleeping. Homeowner was awoken by smoke detector and was able to exit the structure. Minor damage contained to the range hood and surrounding cabinets.

#### **Department Membership**

- Certified Firefighters: 20
- Support Services Personnel: 6
- Administrative Personnel: 2
- Probationary Personnel: 1



# Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 8/12/2021 7:27:34 PM



## Incident Address and Type for Date Range (Landscape)

Incident Status(s): All Incident Statuses | Start Date: 07/01/2021 | End Date: 07/31/2021

INCIDENT #	DATE	LOCATION TYPE	ADDRESS	INCIDENT TYPE	ALARM	CLEARED SCENE
2021-83	07/01/2021		2005 Atlantic ST , Melbourne Beach, FL, 32951	Public service	07/01/2021 20:05	07/01/2021 20:17
2021-84	07/10/2021		409 Pelican KY , Melbourne Beach, FL, 32951	Outside equipment fire	07/10/2021 15:47	07/10/2021 16:21
2021-85	07/27/2021	Intersection	Oak ST / Ocean Ave, Melbourne Beach, FL, 32951	Motor vehicle accident with injuries	07/27/2021 20:55	07/27/2021 21:58
2021-86	07/29/2021		406 Riverside DR , Melbourne Beach, FL, 32951	Building fire	07/29/2021 23:36	07/30/2021 00:27
2021-87	07/30/2021		2301 N Highway A1A , Melbourne (CCD), FL, 32903	Dispatched & cancelled en route	07/30/2021 20:03	07/30/2021 20:10

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



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## **Notable Events**

The Fire Department was contacted by the No Bad Days Foundation, a local 501(c)(3) organization, who offered to donate an Medical All Terrain Beach Wheelchair free of charge. The Medical All Terrain Beach Wheelchair, valued at approx. \$1,500.00, is designed to allow easier access in any kind of terrain like sand, gravel, grass or concrete. It is especially helpful for individuals with lower extremity or mobility disabilities or a spinal cord injury. The wheelchair has a high-quality, UV protected PVC frame which will not rust, chip, discolor or peel even when used around salt water. This wheelchair will be loaned out by the Town, free of charge, to any resident or visitor with mobility issues wishing to visit the beach at Ocean Park.

The Fire Department conducted live training exercises at 407 3<sup>rd</sup> Ave thanks to Commissioner Runte who generously donated the existing structure for fire training before it was demolished.

Safety Chief Micka obtained certification as a State of Florida Fire Instructor I.

The Volunteer Firefighters Association hosted their annual 4<sup>th</sup> of July BBQ in the Park. Unfortunately the event was rained out half way through and was ended early for safety reasons.

The Fire Department will be starting another Volunteer Firefighter course in September. This course will assist non-certified members of the MBVFD, as well as of other local beachside volunteers, in obtaining their State of Florida Volunteer Firefighter certification.

Safety Chief Micka and Chief Brown reviewed of the Town of Melbourne Beach Code of Ordinances pertaining to fire protection and the Town's Fire Department.

Recommended updates were drafted to reflect the current State Statues, provide better protection for the Town, and put us more in line with other local municipalities. A beach fire ordinance was also researched and drafted for the Commission to review and decide if they would like to allow permitted beach fires within Town limits.

The Fire Department attended the quarterly Space Coast Fire Chiefs meeting.

## **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.

# Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 8/12/2021 7:28:33 PM



## Personnel Count per Incident for Date Range

Start Date: 07/01/2021 | End Date: 07/31/2021

INCIDENT				NUMBER OF PEOPLE		
NUMBER	DATE	INCIDENT TYPE	FDID	ON APPARATUS	NOT ON APPARATUS	TOTAL
2021-83	7/1/2021 20:05:41	553 - Public service	19112	1	0	1
** 2021-84	7/10/2021 15:47:27	162 - Outside equipment fire	19112	5	2	7
** 2021-85	7/27/2021 20:55:06	322 - Motor vehicle accident with injuries	19112	9	11	20
** 2021-86	7/29/2021 23:36:18	111 - Building fire	19112	7	4	11
** 2021-87	7/30/2021 20:03:28	611 - Dispatched & cancelled en route	19112	1	9	10

**TOTAL # OF INCIDENTS: 5**

**AVERAGES:**

**4.6**

**5.2**

**9.8**

**\*\* Without EMS Assist or Service Calls:  
(Paged out calls only)**

**5.5**

**6.5**

**12.0**

Only REVIEWED incidents included



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Doc Id: 358  
Page # 1 of 1

# Memo

To: Mayor, Vice Mayor and Commissioners  
From: Jennifer Kerr, Finance Manager  
Date: August 5, 2021  
Re: July 2021

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We are in the tenth month of our fiscal year 2021. The target expenditure rate for July is 83.3%. 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 78.3%. The Departmental expenditure rate breakdown is as follows:

Legislative:	72.7%
Executive:	86.9%
Finance:	86.4%
Legal:	59.6%
Comp & Plan:	48.9%
General Services:	66.8%
Law Enforcement:	84.9%
Fire:	76.7%
Code:	78.6%
Public Works:	81.5%
Parks:	81.5%
Ocean Parking:	68.1%
Ryckman Parking:	61.8%

## **Discussion Items:**

Revenue for Ocean Park Parking is \$13,247.45  
Revenue for Ryckman Park Parking is \$7,485.84



For the Period: 10/1/2020 to 7/31/2021  
Target Rate: 83.3%

Fund: 125 - Building Dept

**Expenditures**

**Dept: 24 Protective Inspections**

	<u>Original Bud.</u>	<u>Amended Bud.</u>	<u>YTD Actual</u>	<u>UnencBal</u>	<u>% Bud</u>
500.12.00 Regular Salaries	75,116.00	75,116.00	54,641.08	20,474.92	72.7
500.14.00 Salaries Overtime	0.00	0.00	817.52	-817.52	0.0
500.21.00 FICA Taxes - Employer Portion	5,746.00	5,746.00	3,980.27	1,765.73	69.3
500.22.20 Retirement Town Employees	7,512.00	7,512.00	5,545.87	1,966.13	73.8
500.23.01 Health Insurance	18,144.00	18,144.00	16,214.41	1,929.59	89.4
500.23.02 Life Insurance	136.00	136.00	112.60	23.40	82.8
500.25.00 Unemployment Compensation	240.00	240.00	102.93	137.07	42.9
520.31.00 Professional Services	112,320.00	112,320.00	51,287.79	61,032.21	45.7
520.51.00 Office Supplies	200.00	200.00	266.00	-66.00	133.0
520.51.10 Postage	30.00	30.00	0.00	30.00	0.0
520.52.00 Uniforms	130.00	130.00	0.00	130.00	0.0
520.52.20 Tools & Hardware	0.00	0.00	46.91	-46.91	0.0
520.54.00 Dues & Subscriptions	0.00	0.00	95.00	-95.00	0.0
520.54.10 Training & Schools	0.00	0.00	80.00	-80.00	0.0
581.00.00 TRANSFER OUT	18,000.00	18,000.00	0.00	18,000.00	0.0
					56.1

For the Period: 10/1/2020 to 7/31/2021  
 Target Rate: 83.3%

Fund: 001 - General Fund

**Expenditures**

**Dept: 11 Legislative**

	<u>Original Bud.</u>	<u>Amended Bud.</u>	<u>YTD Actual</u>	<u>UnencBal</u>	<u>% Bud</u>
500.11.00 Executive Salaries	16,200.00	16,200.00	13,499.90	2,700.10	83.3
500.12.00 Regular Salaries	58,937.00	58,937.00	50,706.22	8,230.78	86.0
500.21.00 FICA Taxes - Employer Portion	4,509.00	4,509.00	4,857.79	-348.79	107.7
500.22.20 Retirement Town Employees	5,894.00	5,894.00	5,070.60	823.40	86.0
500.23.01 Health Insurance	6,874.00	6,874.00	7,452.73	-578.73	108.4
500.23.02 Life Insurance	136.00	136.00	61.93	74.07	45.5
500.25.00 Unemployment Compensation	189.00	189.00	89.14	99.86	47.2
510.31.00 Professional Services	160.00	160.00	213.80	-53.80	133.6
510.40.00 Travel & Meetings	3,640.00	3,640.00	143.00	3,497.00	3.9
510.40.10 Travel & Meetings - Staff	2,788.00	2,788.00	0.00	2,788.00	0.0
510.47.00 Printing	4,015.00	4,015.00	2,130.58	1,884.42	53.1
510.48.00 Promotional Activities	600.00	600.00	427.52	172.48	71.3
510.48.40 Legal Notices	8,000.00	8,000.00	1,476.77	6,523.23	18.5
510.49.50 Election Expense	2,500.00	2,500.00	373.14	2,126.86	14.9
510.54.00 Dues & Subscriptions	855.00	855.00	440.00	415.00	51.5
510.54.10 Training & Schools	4,310.00	4,310.00	440.75	3,869.25	10.2
510.64.00 Machinery & Equipment	2,000.00	2,000.00	495.99	1,504.01	24.8
543.00.00 Licenses & Fees	7,870.00	7,870.00	6,285.13	1,584.87	79.9
					72.7

**Dept: 12 Executive**

	<u>Original Bud.</u>	<u>Amended Bud.</u>	<u>YTD Actual</u>	<u>UnencBal</u>	<u>% Bud</u>
500.12.00 Regular Salaries	117,820.00	117,820.00	99,164.02	18,655.98	84.2
500.14.00 Salaries Overtime	0.00	0.00	172.20	-172.20	0.0
500.21.00 FICA Taxes - Employer Portion	9,013.00	9,013.00	7,820.28	1,192.72	86.8
500.22.01 Retirement - ICMA	9,650.00	9,650.00	8,692.24	957.76	90.1
500.22.20 Retirement Town Employees	2,132.00	2,132.00	1,693.23	438.77	79.4
500.23.01 Health Insurance	22,109.00	22,109.00	22,880.06	-771.06	103.5
500.23.02 Life Insurance	735.00	735.00	686.18	48.82	93.4
500.25.00 Unemployment Compensation	377.00	377.00	176.08	200.92	46.7
510.40.00 Travel & Meetings	420.00	420.00	15.00	405.00	3.6
510.52.50 Gas & Oil	2,400.00	2,400.00	2,000.00	400.00	83.3
510.54.00 Dues & Subscriptions	895.00	895.00	570.00	325.00	63.7
					86.9

**Dept: 13 Finance**

	<u>Original Bud.</u>	<u>Amended Bud.</u>	<u>YTD Actual</u>	<u>UnencBal</u>	<u>% Bud</u>
500.12.00 Regular Salaries	59,450.00	59,450.00	50,532.53	8,917.47	85.0
500.14.00 Salaries Overtime	0.00	0.00	300.11	-300.11	0.0
500.21.00 FICA Taxes - Employer Portion	4,548.00	4,548.00	3,865.89	682.11	85.0
500.22.20 Retirement Town Employees	5,945.00	5,945.00	5,083.19	861.81	85.5
500.23.01 Health Insurance	7,620.00	7,620.00	6,792.55	827.45	89.1
500.23.02 Life Insurance	68.00	68.00	61.93	6.07	91.1
500.25.00 Unemployment Compensation	190.00	190.00	91.46	98.54	48.1
510.31.00 Professional Services	7,400.00	7,400.00	8,183.07	-783.07	110.6
510.32.00 Auditing Services	22,300.00	22,300.00	21,000.00	1,300.00	94.2
510.32.90 Banking Fees	4,700.00	4,700.00	3,457.80	1,242.20	73.6
510.40.00 Travel & Meetings	1,900.00	1,900.00	0.00	1,900.00	0.0
510.47.00 Printing	180.00	180.00	105.96	74.04	58.9
510.54.00 Dues & Subscriptions	60.00	60.00	50.00	10.00	83.3
510.54.10 Training & Schools	800.00	800.00	0.00	800.00	0.0
					86.4

**Dept: 14 Legal Counsel**

260

	<u>Original Bud.</u>	<u>Amended Bud.</u>	<u>YTD Actual</u>	<u>UnencBal</u>	<u>% Bud</u>
510.31.00 Professional Services	96,000.00	96,000.00	53,789.50	42,210.50	56.0
510.31.01 Code Enforcement Attorney	2,250.00	2,250.00	4,808.00	-2,558.00	213.7
					59.6

**Dept: 15 Comprehensive Planning**

	<u>Original Bud.</u>	<u>Amended Bud.</u>	<u>YTD Actual</u>	<u>UnencBal</u>	<u>% Bud</u>
510.31.00 Professional Services	18,000.00	18,000.00	13,551.50	4,448.50	75.3
510.31.95 Grants Services	10,000.00	10,000.00	127.50	9,872.50	1.3
					48.9

**Dept: 19 General Services**

	<u>Original Bud.</u>	<u>Amended Bud.</u>	<u>YTD Actual</u>	<u>UnencBal</u>	<u>% Bud</u>
500.24.00 Workers Compensation	2,290.00	2,290.00	2,290.00	0.00	100.0
510.31.00 Professional Services	4,000.00	4,000.00	3,100.00	900.00	77.5
510.31.11 Security	1,998.00	1,998.00	1,452.39	545.61	72.7
510.34.10 Janitorial Services	13,308.00	13,308.00	11,390.00	1,918.00	85.6
510.35.00 Pre-Employment Exp	135.00	135.00	90.00	45.00	66.7
510.41.00 Telephone	8,856.00	8,856.00	7,673.36	1,182.64	86.6
510.41.10 Communication Services	41,592.00	41,592.00	43,702.50	-2,110.50	105.1
510.43.00 Street Lights	45,000.00	45,000.00	34,097.39	10,902.61	75.8
510.43.10 Electricity	22,580.00	22,580.00	16,664.86	5,915.14	73.8
510.43.20 Water & Sewer	5,496.00	5,496.00	2,592.51	2,903.49	47.2
510.43.50 Waste Tax Service	2,807.00	2,807.00	2,965.98	-158.98	105.7
510.45.00 General Liability Insurance	62,192.00	62,192.00	62,192.00	0.00	100.0
510.45.01 Flood Insurance	3,410.00	3,410.00	3,776.00	-366.00	110.7
510.45.02 Property Insurance	45,938.00	45,938.00	47,758.00	-1,820.00	104.0
510.45.03 Auto Insurance	7,500.00	7,500.00	7,079.00	421.00	94.4
510.46.10 Office Equipment Maintenance	5,408.00	5,408.00	2,524.01	2,883.99	46.7
510.46.15 Equipment Maintenance	13,300.00	13,300.00	8,423.50	4,876.50	63.3
510.46.36 Pest Control	3,000.00	3,000.00	2,355.80	644.20	78.5
510.46.41 Mowing Contract	18,604.00	18,604.00	11,027.01	7,576.99	59.3
510.47.00 Printing	400.00	400.00	1,085.16	-685.16	271.3
510.49.48 Env. Boards Expense	6,420.00	6,420.00	1,588.26	4,831.74	24.7
510.49.98 Contingency	30,000.00	30,000.00	37,041.21	-7,041.21	123.5
510.49.99 Miscellaneous	300.00	300.00	118.97	181.03	39.7
510.51.00 Office Supplies	10,500.00	10,500.00	6,441.86	4,058.14	61.4
510.51.10 Postage	2,000.00	2,000.00	1,257.32	742.68	62.9
510.52.10 Janitorial Supplies	5,000.00	5,000.00	2,675.86	2,324.14	53.5
510.54.00 Dues & Subscriptions	270.00	270.00	317.03	-47.03	117.4
510.64.01 Capital Outlay	131,296.00	131,296.00	10,531.79	120,764.21	8.0
543.00.00 Licenses & Fees	19,732.00	19,732.00	10,886.84	8,845.16	55.2
					66.8

Parking

Park light

**Dept: 21 Law Enforcement**

	<u>Original Bud.</u>	<u>Amended Bud.</u>	<u>YTD Actual</u>	<u>UnencBal</u>	<u>% Bud</u>
500.12.00 Regular Salaries	557,875.00	557,875.00	468,090.11	89,784.89	83.9
500.12.50 Holiday Pay	19,000.00	19,000.00	0.00	19,000.00	0.0
500.14.00 Salaries Overtime	30,300.00	30,300.00	27,798.70	2,501.30	91.7
500.15.00 Education Incentive Pay	6,600.00	6,600.00	6,075.00	525.00	92.0
500.15.01 First Responder	7,920.00	7,920.00	4,875.00	3,045.00	61.6
500.21.00 FICA Taxes - Employer Portion	47,560.00	47,560.00	37,559.86	10,000.14	79.0
500.22.02 Police Pension	262,355.00	262,355.00	237,549.21	24,805.79	90.5
500.22.20 Retirement Town Employees	3,421.00	3,421.00	2,921.11	499.89	85.4
500.23.01 Health Insurance	78,104.00	78,104.00	70,492.27	7,611.73	90.3
500.23.02 Life Insurance	2,255.00	2,255.00	2,190.70	64.30	97.1
500.23.10 Statutory AD&D	1,000.00	1,000.00	1,000.00	0.00	100.0
500.24.00 Workers Compensation	13,125.00	13,125.00	13,125.00	0.00	100.0
500.25.00 Unemployment Compensation	1,989.00	1,989.00	922.53	1,066.47	46.4
520.31.00 Professional Services	680.00	680.00	854.00	-174.00	125.6

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520.34.40 Dispatching Services	17,756.00	17,756.00	16,938.09	817.91	95.4
520.40.00 Travel & Meetings	1,540.00	1,540.00	1,200.07	339.93	77.9
520.41.10 Communication Services	1,080.00	1,080.00	1,970.59	-890.59	182.5
520.46.10 Office Equipment Maintenance	3,000.00	3,000.00	3,863.45	-863.45	128.8
520.46.15 Equipment Maintenance	2,000.00	2,000.00	290.89	1,709.11	14.5
520.46.16 Radar Calibration	700.00	700.00	405.00	295.00	57.9
520.46.20 Vehicle Maintenance	10,000.00	10,000.00	5,757.31	4,242.69	57.6
520.48.00 Promotional Activities	1,200.00	1,200.00	41.98	1,158.02	3.5
520.48.50 Crime Prevention	1,100.00	1,100.00	150.77	949.23	13.7
520.49.99 Miscellaneous	100.00	100.00	0.00	100.00	0.0
520.52.00 Uniforms	4,000.00	4,000.00	5,036.41	-1,036.41	125.9
520.52.05 Protective Gear	6,242.00	6,242.00	653.61	5,588.39	10.5
520.52.50 Gas & Oil	13,000.00	13,000.00	8,976.32	4,023.68	69.0
520.52.70 Medical	600.00	600.00	249.98	350.02	41.7
520.52.90 Operating Supplies	3,720.00	3,720.00	1,976.22	1,743.78	53.1
520.54.00 Dues & Subscriptions	450.00	450.00	755.00	-305.00	167.8
520.54.10 Training & Schools	3,500.00	3,500.00	1,965.87	1,534.13	56.2
520.64.01 Capital Outlay	61,080.00	61,080.00	66,462.39	-5,382.39	108.8
543.00.00 Licenses & Fees	13,819.00	13,819.00	9,238.96	4,580.04	66.9
					84.9

**Dept: 22 Fire Control**

	<u>Original Bud.</u>	<u>Amended Bud.</u>	<u>YTD Actual</u>	<u>UnencBal</u>	<u>% Bud</u>
500.12.00 Regular Salaries	55,000.00	55,000.00	46,538.36	8,461.64	84.6
500.14.00 Salaries Overtime	0.00	0.00	594.95	-594.95	0.0
500.21.00 FICA Taxes - Employer Portion	4,208.00	4,208.00	6,966.12	-2,758.12	165.5
500.22.01 Retirement - ICMA	0.00	0.00	4,380.29	-4,380.29	0.0
500.22.20 Retirement Town Employees	6,050.00	6,050.00	428.08	5,621.92	7.1
500.23.01 Health Insurance	4,932.00	4,932.00	4,417.16	514.84	89.6
500.23.02 Life Insurance	162.00	162.00	61.93	100.07	38.2
500.23.10 Statutory AD&D	180.00	180.00	10.00	170.00	5.6
500.24.00 Workers Compensation	7,200.00	7,200.00	7,431.00	-231.00	103.2
500.25.00 Unemployment Compensation	176.00	176.00	115.61	60.39	65.7
520.31.00 Professional Services	93,000.00	93,000.00	56,397.89	36,602.11	60.6
520.34.40 Dispatching Services	5,000.00	5,000.00	3,750.00	1,250.00	75.0
520.35.00 Pre-Employment Expense	2,380.00	2,380.00	374.00	2,006.00	15.7
520.40.00 Travel & Meetings	500.00	500.00	317.75	182.25	63.6
520.41.10 Communication Services	1,260.00	1,260.00	1,176.00	84.00	93.3
520.46.15 Equipment Maintenance	7,162.00	7,162.00	8,870.93	-1,708.93	123.9
520.46.20 Vehicle Maintenance	23,150.00	23,150.00	2,179.52	20,970.48	9.4
520.48.55 Fire Prevention	4,536.00	4,536.00	4,190.80	345.20	92.4
520.51.00 Office Supplies	400.00	400.00	402.26	-2.26	100.6
520.52.00 Uniforms	6,195.00	6,195.00	0.00	6,195.00	0.0
520.52.02 S.C.B.A.	1,950.00	1,950.00	882.24	1,067.76	45.2
520.52.05 Protective Gear	2,605.00	2,605.00	2,157.76	447.24	82.8
520.52.10 Janitorial Supplies	750.00	750.00	698.28	51.72	93.1
520.52.20 Tools & Hardware	1,500.00	1,500.00	841.89	658.11	56.1
520.52.50 Gas & Oil	2,400.00	2,400.00	2,116.26	283.74	88.2
520.52.70 Medical	900.00	900.00	84.00	816.00	9.3
520.54.00 Dues & Subscriptions	215.00	215.00	0.00	215.00	0.0
520.54.10 Training & Schools	6,750.00	6,750.00	2,533.00	4,217.00	37.5
520.54.12 Training Materials	800.00	800.00	1,008.55	-208.55	126.1
520.64.01 Capital Outlay	35,000.00	35,000.00	40,039.03	-5,039.03	114.4
520.71.00 Principal Retired	44,409.00	44,409.00	44,407.87	1.13	100.0
520.72.00 Interest Expense	4,054.00	4,054.00	4,053.19	0.81	100.0
543.00.00 Licenses & Fees	10,989.00	10,989.00	8,540.54	2,448.46	77.7
					76.7

**Dept: 29 Code Enforcement**

	<u>Original Bud.</u>	<u>Amended Bud.</u>	<u>YTD Actual</u>	<u>UnencBal</u>	<u>% Bud</u>
500.12.00 Regular Salaries	13,645.00	13,645.00	11,496.40	2,148.60	84.3



500.21.00 FICA Taxes - Employer Portion	1,044.00	1,044.00	879.54	164.46	84.2
500.22.20 Retirement Town Employees	1,365.00	1,365.00	1,149.64	215.36	84.2
500.23.10 Statutory AD&D	100.00	100.00	0.00	100.00	0.0
500.24.00 Workers Compensation	200.00	200.00	166.00	34.00	83.0
500.25.00 Unemployment Compensation	44.00	44.00	20.31	23.69	46.2
520.40.00 Travel & Meetings	50.00	50.00	0.00	50.00	0.0
520.45.03 Auto Insurance	124.00	124.00	0.00	124.00	0.0
520.46.20 Vehicle Maintenance	250.00	250.00	0.00	250.00	0.0
520.49.99 Miscellaneous	0.00	0.00	30.59	-30.59	0.0
520.51.00 Office Supplies	100.00	100.00	19.40	80.60	19.4
520.51.10 Postage	350.00	350.00	366.50	-16.50	104.7
520.51.20 Recording Costs	120.00	120.00	0.00	120.00	0.0
520.52.00 Uniforms	75.00	75.00	0.00	75.00	0.0
520.52.50 Gas & Oil	450.00	450.00	38.83	411.17	8.6
520.54.10 Training & Schools	100.00	100.00	0.00	100.00	0.0
					78.6

**Dept: 41 Public Works**

	<u>Original Bud.</u>	<u>Amended Bud.</u>	<u>YTD Actual</u>	<u>UnencBal</u>	<u>% Bud</u>	
500.12.00 Regular Salaries	157,976.00	157,976.00	133,783.83	24,192.17	84.7	
500.14.00 Salaries Overtime	4,000.00	4,000.00	1,960.31	2,039.69	49.0	
500.21.00 FICA Taxes - Employer Portion	12,085.00	12,085.00	10,796.47	1,288.53	89.3	
500.22.20 Retirement Town Employees	15,798.00	15,798.00	13,574.33	2,223.67	85.9	
500.23.01 Health Insurance	16,980.00	16,980.00	14,745.25	2,234.75	86.8	
500.23.02 Life Insurance	236.00	236.00	216.70	19.30	91.8	
500.23.10 Statutory AD&D	200.00	200.00	0.00	200.00	0.0	
500.24.00 Workers Compensation	2,500.00	2,500.00	2,500.00	0.00	100.0	
500.25.00 Unemployment Compensation	506.00	506.00	259.04	246.96	51.2	
530.34.91 Landscaping	3,300.00	3,300.00	4,465.00	-1,165.00	135.3	Mulch
530.40.00 Travel & Meetings	200.00	200.00	0.00	200.00	0.0	
530.43.50 Dump Service	2,000.00	2,000.00	167.52	1,832.48	8.4	
530.46.12 Maintenance Supplies	6,500.00	6,500.00	602.17	5,897.83	9.3	
530.46.15 Equipment Maintenance	2,500.00	2,500.00	1,645.68	854.32	65.8	
530.46.20 Vehicle Maintenance	8,000.00	8,000.00	11,534.10	-3,534.10	144.2	Transmi
530.46.30 Building Maintenance	4,500.00	4,500.00	5,045.74	-545.74	112.1	ATP Fire
530.46.31 Maintenance Old Town Hall	1,000.00	1,000.00	257.42	742.58	25.7	
530.46.34 Maintenance Ryckman Park	0.00	0.00	306.00	-306.00	0.0	
530.46.40 Grounds Maintenance	14,000.00	14,000.00	4,982.71	9,017.29	35.6	
530.46.41 Mowing	0.00	0.00	4,095.00	-4,095.00	0.0	
530.52.00 Uniforms	2,100.00	2,100.00	1,044.40	1,055.60	49.7	
530.52.05 Protective Gear	1,000.00	1,000.00	666.04	333.96	66.6	
530.52.20 Tools & Hardware	3,000.00	3,000.00	3,689.82	-689.82	123.0	Striper tr
530.52.25 TOOL RENTALS	2,000.00	2,000.00	2,760.94	-760.94	138.0	Dunes p
530.52.50 Gas & Oil	3,600.00	3,600.00	2,802.92	797.08	77.9	
530.53.10 Street Repair	5,500.00	5,500.00	7,330.42	-1,830.42	133.3	Road St
530.53.20 Street Signs	6,000.00	6,000.00	8,786.45	-2,786.45	146.4	Grant m
530.54.10 Training & Schools	1,500.00	1,500.00	0.00	1,500.00	0.0	
530.57.25 Welding	2,696.00	2,696.00	212.15	2,483.85	7.9	
530.64.01 Capital Outlay	25,500.00	25,500.00	10,356.08	15,143.92	40.6	
					81.5	

**Dept: 72 Parks & Recreation**

	<u>Original Bud.</u>	<u>Amended Bud.</u>	<u>YTD Actual</u>	<u>UnencBal</u>	<u>% Bud</u>	
570.46.42 Park Beautification	1,600.00	1,600.00	471.37	1,128.63	29.5	
570.46.43 Tree Expense	800.00	800.00	0.00	800.00	0.0	
570.48.10 Founder's Day	5,000.00	5,000.00	5,628.79	-628.79	112.6	
570.48.50 Movies In The Park	1,400.00	3,900.00	2,535.52	1,364.48	65.0	
570.48.52 Fourth of July	500.00	500.00	0.00	500.00	0.0	
570.48.53 Christmas Decorations Park	1,500.00	4,500.00	4,685.49	-185.49	104.1	
570.48.60 Easter Egg Hunt	50.00	50.00	0.00	50.00	0.0	
					81.5	

263  
 Dept: 75 Town Parks

	<u>Original Bud.</u>	<u>Amended Bud.</u>	<u>YTD Actual</u>	<u>UnencBal</u>	<u>% Bud</u>
575.32.90 Banking Fees	3,700.00	3,700.00	538.57	3,161.43	14.6
575.34.10 Janitorial Cleaning	1,800.00	1,800.00	1,350.00	450.00	75.0
575.34.91 Landscaping	2,500.00	2,500.00	3,444.75	-944.75	137.8
575.41.10 IPS Communications Fee	660.00	660.00	25.57	634.43	3.9
575.43.10 Electricity	6,420.00	6,420.00	1,506.05	4,913.95	23.5
575.43.15 Electrical Work/Parts	0.00	5,500.00	4,234.51	1,265.49	77.0
575.43.20 Water & Sewer	1,104.00	1,104.00	71.72	1,032.28	6.5
575.46.12 Maintenance Supplies	500.00	500.00	1,737.36	-1,237.36	347.5
575.46.15 HVAC Maintenance	500.00	500.00	0.00	500.00	0.0
575.46.30 Building Maintenance	250.00	250.00	11.68	238.32	4.7
575.46.31 Building Maint Restrooms	250.00	250.00	0.00	250.00	0.0
575.46.32 Building Maint Ryckman House	1,000.00	1,000.00	974.49	25.51	97.4
575.46.35 Pier Maintenance	1,000.00	1,000.00	1,258.86	-258.86	125.9
575.46.40 Grounds Maintenance	1,000.00	1,000.00	3,303.32	-2,303.32	330.3
575.46.41 Mowing Contract	12,396.00	12,396.00	10,330.00	2,066.00	83.3
575.46.43 Tree Expense	1,000.00	1,000.00	0.00	1,000.00	0.0
575.53.15 Parking Lot Repairs	0.00	0.00	3,000.00	-3,000.00	0.0
575.63.01 Tennis Court	500.00	500.00	35.49	464.51	7.1
575.63.02 Basketball Court	500.00	500.00	0.00	500.00	0.0
575.63.05 Bocce Ball Court	500.00	500.00	0.00	500.00	0.0
575.64.01 Capital Outlay	33,214.00	33,214.00	14,106.95	19,107.05	42.5
					61.8
<b>Overall Expenditure Rate:</b>					78.3

For the Period: 10/1/2020 to 7/31/2021

Target Rate: 83.3%

Fund: 172 - OCEAN PARK PARKING FUND

**Expenditures**

Dept: 75 Town Parks

	<u>Original Bud.</u>	<u>Amended Bud.</u>	<u>YTD Actual</u>	<u>UnencBal</u>	<u>% Bud</u>
575.31.02 Lifeguard Contract	19,600.00	19,600.00	19,524.90	75.10	99.6
575.32.90 Banking Fees	7,412.00	7,412.00	817.13	6,594.87	11.0
575.34.10 Janitorial Cleaning	1,800.00	1,800.00	1,350.00	450.00	75.0
575.34.91 Landscaping	7,150.00	7,150.00	4,288.01	2,861.99	60.0
575.41.10 IPS Communications Fee	660.00	660.00	34.93	625.07	5.3
575.43.10 Electricity	864.00	864.00	1,343.44	-479.44	155.5
575.43.20 Water & Sewer	3,996.00	3,996.00	673.87	3,322.13	16.9
575.43.50 Dump Service	558.00	558.00	0.00	558.00	0.0
575.46.12 Maintenance Supplies	3,156.00	3,156.00	668.50	2,487.50	21.2
575.46.31 Building Maint Restrooms	800.00	800.00	742.72	57.28	92.8
575.46.40 Grounds Maintenance	1,800.00	1,800.00	2,199.94	-399.94	122.2
575.46.41 Mowing Contract	4,844.00	4,844.00	1,614.68	3,229.32	33.3
575.46.43 Tree Expense	1,000.00	1,000.00	0.00	1,000.00	0.0
575.52.10 Janitorial Supplies	1,100.00	1,100.00	0.00	1,100.00	0.0
575.53.15 Parking Lot Repairs	0.00	0.00	3,000.00	-3,000.00	0.0
575.53.20 Signs	168.00	168.00	2,280.52	-2,112.52	1357.5
575.63.03 Volleyball Court	7,000.00	7,000.00	76.58	6,923.42	1.1
575.64.01 Capital Outlay	7,214.00	7,214.00	8,403.93	-1,189.93	116.5
764.10.00 Filing Fee Clerk-Parking Ticke	0.00	0.00	30.00	-30.00	0.0
					<b>68.1</b>

ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
<b>FDOT Traffic Stanchions</b>	2/19/2020	08/18/2021		C. Walters	PW Director
DATE	DIRECTION/NOTES				
7/21/2021	Update at August RTCM				
6/16/2021	PWD will ask FDOT if subcontractor (who is restriping cross walks) can also paint stanchions				
5/19/2021	PWD update at June RTCM				
4/21/2021	Commission asked for one more update at the May RTCM				
3/17/2021	PWD gave short update that he made contact and they are on the waiting list.				
2/17/2021	PWD is getting no response from FDOT and asked the Commission to intervene and reach out to their contacts.				
10/21/2020	Move item to January 2021				
8/19/2020	PWD asked to push this item to October RTCM.				
6/3/2020	PW Director said Town is on the wait list. Commission pushed item to August RTCM.				
4/15/2020	April RTCM cancelled. PWS submitted request to FDOT.				
2/19/2020	Commissioner Walters said the traffic light stanchions on Ocean Avenue are in need of maintenance.				
ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
<b>Research Charging Stations</b>	11/20/20	8/18/2021		Simmons	Town Manager/PWD
DATE	DIRECTION/NOTES				
7/21/2021	Update at August RTCM				
6/16/2021	Follow up on "Electrify" a company that leases charging stations				
5/19/2021	Update at June RTCM				
4/21/2021	Town Manager was given a list by Commissioner Runte to evaluate and update again at May RTCM.				
1/20/2021	Update again at April RTCM				
12/16/2020	Town Manager Mascaro said there is a lot to understand about these charging stations that effect cost and what's included. She needs more time to assess the options and to conduct further research before making a final recommendation to the Commission. Update again at January 2021 RTCM.				



11/18/2020	Commission advised to keep this item open until the stations are installed				
10/21/2020	Commission approved cost to replace breaker box and TM was asked to get vendor contacts from Comm. Runte				
8/19/2020	PWS said breaker box must be replaced at cost of \$3,000-\$4,000. Commission asked TM to find install/generic cost for Sept RTCM.				
7/15/2020	TM shared that the offer from Tesla no longer available, meaning the charging stations are no longer free. They cost \$500. TM is looking at other options and will come back in August with information. Commission asked TM to look for similar offers and/or grants as Tesla was offering.				
6/17/2020	TM scheduled electricians Wednesday. First parking spot for bikes and two for charging stations. Update July RTCM				
3/18/2020	Commission suggested TM get with Tesla to see what they may offer - including getting one at no cost. To be discussed again at May TCW.				
6/3/2020	Commission asked TM to contact Tesla to see what they have to offer and share information at June RTCM.				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b>Research Ocean Ave Beautification</b>	2/17/2021	8/18/2021		Commission	Town Manager
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
7/21/2021	Check in with Susan (include VM Barton) and update at August RTCM				
6/16/2021	Commission will no longer pursue FDOT grant but will continue research of other funding and grants.				
4/21/2021	Commission approved increasing payment to designer. Grant will be awarded in June. Update July RTCM				
3/17/2021	VM Barton researched FDOT landscape grant. Commission approved \$5,000 to begin landscape design process with an architectural designer. Discuss at April TCW and April RTCM.				
2/17/2021	Explore grants, etc. Discuss at TCW on March 3, 2021				

12/2/2020	Mayor Hoover suggested they do the necessary research and reach out to landlords and business owners, starting with the area east of the traffic light on both sides of the road north and south – and then meet again to discuss in February. Plan for workshops with business owners and PNZ involvement.				
12/16/2020	Commissioner Walters requested the Town research a better microphone system, including the option of wireless microphones. He feels the sound quality of the current microphones is very poor. Dual timers were also requested by the Commission (we have one and need one more).				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b>Bike Trail Options</b>	10/21/2020	8/18/2021		Commission	PW Director
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
7/21/2021	PWD suggested they do Palm and Hibiscus as well. Mayor said striping may help on shortcut roads – such as 1st. Update at August RTCM.				
5/19/2021	PW Director update at July RTCM				
4/21/2021	Public Works Director asked to push this to May RTCM for update				
3/17/2021	PWD gave update and needs to do more research. Mayor said contrast in paint is important, color isn't. PWD will report back at April RTCM				
2/17/2021	Mayor Hoover would like to know the cost of putting down a proper stencil and how many of those stencils in total are needed. He will forward photos of a proper bike stencil to the PWD.				
12/16/2020	Mayor Hoover asked PWD Davis to test it out on Orange first and then come back to the Commission with results. TM Mascaro thought there may be grant money available. PWD will report back at Feb 2021 TCW.				
10/21/2020	PWD shared some idea for creating bike trail awareness on certain streets, including posted signs, stencils, etc. The Commission will review at the Dec. TCW discuss again at the December RTCM.				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b>Stop Sign Placement</b>	06/16/2021	8/18/2021		Commission	Town Manager
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
7/21/2021	Town Manager Mascaro said she spoke with Chief and they are good to go forward. Commissioner Runte said that Magnolia and Palm should be included				
6/16/2021	Evaluate stop sign placement on Palm and Orange Avenue				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b>Research Expanding Outdoor Seating on Ocean Ave and Parking</b>	2/17/2021	8/18/2021		Commission	Town Manager
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
6/16/2021	Scheduled for discussion at the August Workshop (postponed from July)				
5/19/2021	TM will continue research and update at June RTCM				
4/21/2021	Town Manager said she would bring this forward as an agenda item at the May RTCM. Commission asked TM to look at other municipalities that have changed their parking space size – for example City Of Melbourne recently changed theirs. Call around and survey.				
3/17/2021	Send to April 6 PNZ for input. Discuss at April 21 RTCM.				

2/17/2021	<i>The Commission will decide exactly what it wants at March RTCM. Start looking at the parking situation on Ocean Avenue and seek to understand the relationships and formulas between parking and restaurants, and square footage and parking. In addition, consider code changes (78-50). Then send to PNZ.</i>				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b><i>Schedule Annual Town Board Meetings With Commission</i></b>	2/17/2021	8/18/2021		Commission	Town Clerk
<b>DATE</b>	<b><i>DIRECTION/NOTES</i></b>				
5/19/2021	<i>Town Clerk presented draft schedule. Commission will review and reach out to TC with input. Commission agreed to conduct meetings during RTCM under "Boards &amp; Committees" section of agenda. Update at August RTCM</i>				
4/21/2021	<i>Draft a schedule and present at May RTCM</i>				
3/03/2021	<i>Draft a schedule to meet with each Town Board on an annual basis on the same month for each group each year. Bring to April RTCM for approval.</i>				