

TOWN OF MELBOURNE BEACH

TOWN COMMISSION REGULAR MEETING

MARCH 15, 2022

AGENDA PACKET

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Town of Melbourne Beach REGULAR TOWN COMMISSION MEETING MARCH 15, 2022 at 6:00 p.m. COMMUNITY CENTER – 509 OCEAN AVENUE

PUBLIC NOTICE AGENDA

The Town Commission will conduct a Regular Town Commission Meeting on Wednesday, March 15, 2022, in the Community Center to address the items below

Commission Members:

Mayor Wyatt Hoover Vice Mayor Joyce D. Barton Commissioner Sherrie Quarrie Commissioner Corey Runte Commissioner Marivi Walker

Staff Members:

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

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

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

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

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

1. Call to Order – Led by Mayor Hoover

2. Roll Call

3. Pledge of Allegiance and Moment of Silence

4. 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.

5. Approval of the Agenda

6. Consent Agenda

- A. Approval of February 16, 2022, RTCM Draft Minutes
- B. Reappointment and Appointments
 - Reappointment of David Campbell and April Evans as Members of the Planning & Zoning Board for a term of two years, ending March 16, 2024
 - Reappointment of Robert Schaefer and Xochitl Ross as Members to the Board of Adjustment for a term of two years, ending March 16, 2024
 - Appointment of Lisa Kishegyi as Member of the Parks Board for a term of two years ending March 16, 2024
 - Appointment of Dan Harper and Gabor Kishegyi as Alternates to the Planning and Zoning Board
 - Appointment of Robert Baldwin as Alternate to the Board of Adjustment
 - Appointment of Crystal Cain as Alternate to the Parks Board
 - Appointment as Member of Heidi Brewer to MB Library Board
- C. Site Plan Approval for 322 4th Avenue
- D. Site Plan Approval for 504 Riverside Drive

7. Old Business

- A. Consideration of Resolution 2022-03 to extend canvas coverings on outside dining through 12/31/2022
- B. Review and consider the proposed construction plan for the American Rescue Plan Funds

8. New Business

- A. Discuss drafting a Low-Speed Vehicle Ordinance for the Town
- B. Review and consideration of approval of James Moore's ARPA Reporting and Compliance Consulting Engagement Letter

- C. Consideration of approving a full-time Finance Clerk position
- D. Consideration of Service Agreement with Point & Pay
- E. Discuss proposal to investigate the possibility of an Interlocal Public Safety Training Center in Indian Harbour Beach
- F. Review and consideration of estimates to replace Community Center roof

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 Meeting

Section: Consent Agenda

Meeting Date: March 15, 2022

Subject: Consent Agenda

Approval of RTCM Draft Minutes from 2/16/2022

- Approve two reappointments to Planning & Zoning Board and two reappointments to the Board of Adjustment. Approve two appointments as alternate to Planning & Zoning Board and one appointment as alternate to BOA. Approve two appointments to Parks Board (1) as a member and (1) as an alternate.
- Site Plan approval for 322 4th Avenue
- Site Plan approval for 504 Riverside Drive

Submitted By: Town Clerk

Background Information:

- Draft Minutes from the February RTCM were reviewed and are attached
- During the March TCW re-applicants for Planning & Zoning and the BOA were interviewed for reappointment. New applicants were also interviewed.
- There are two new applicants for the Parks Board. Currently, the Parks Board has
 one opening for full-member, and two openings for alternate. The earlier applicant
 Lisa Kishegyi should be appointed as a member- with Crystal Cain appointed as
 an alternate.
- The Site Plan for 322 4th Avenue was unanimously approved by the Planning & Zoning Board during their March 1, 2022 Board Meeting.
- The Site Plan for 504 Riverside Drive was unanimously approved by the Planning & Zoning Board during their March 1, 2022 Board Meeting.

Recommendation:

• Approve Feb. 16, 2022, RTCM Draft Minutes

Planning & Zoning reappointments and appointments

- Dave Campbell (reappoint Planning & Zoning Board Member for a term of two years ending March 16, 2024)
- April Evans (reappoint Planning & Zoning Board Member for a term of two years ending March 16, 2024)

- Dan Harper (Appoint as alternate Planning & Zoning Member)
- Gabor Kishegyi (Appoint as alternate Planning & Zoning Member)

Board of Adjustment reappointments and appointment

- Robert Schaefer (reappoint as BOA Board Member for a term of two years ending March 16, 2024)
- Xochitl Ross (reappoint as BOA Board Member for a term of two years ending March 16, 2024)
- Robert Baldwin (appoint as alternate BOA Member)

Parks Board appointment

- Lisa Kishegyi (Appoint as Parks Board Member for a term of two years ending March 16, 2024)
- Crystal Cain (Appoint as Parks Board Alternate)
- Approve Site Plan for 322 4th Avenue
- Approve Site Plan for 504 Riverside Drive

.Attachments:

- February 16, 2022, RTCM Draft Minutes
- Dave Campbell application & resume (PNZ member)
- April Evans application & resume (PNZ member)
- Dan Harper application & resume (PNZ alternate)
- Robert Schafer application & resume (BOA member)
- Xochitl Ross application (BOA member)
- Gabor Kishegyi application (PNZ alternate)
- Robert Baldwin application (BOA alternate)
- Lisa Kishegyi application (Parks Board Member)
- Crystal Cain application (Parks Board Alternate)
- Site Plan for 322 4th Avenue
- Site Plan for 504 Riverside Drive

Town of Melbourne Beach

DRAFT MINUTES

REGULAR TOWN COMMISSION MEETING FEBRUARY 16, 2022 at 6:00 p.m. COMMUNITY CENTER – 509 OCEAN AVENUE

Commission Members:

Mayor Wyatt Hoover Vice Mayor Joyce D. Barton Commissioner Sherrie Quarrie Commissioner Corey Runte Commissioner Marivi Walker

Staff Members:

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

1. Call to Order

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

2. Roll Call

Town Clerk Torres conducted the roll call

Commission Members Present

Mayor Wyatt Hoover Vice Mayor Joyce Barton Commissioner Sherrie Quarrie Commissioner Corey Runte Commissioner Marivi Walker

Staff Members Present

Town Manager Elizabeth Mascaro Town Clerk Jennifer Torres Finance Manager Jennifer Kerr Town Attorney Clifford Repperger Public Works Director Tom Davis Fire Chief Gavin Brown Building Official Robert Bitgood

3. Pledge of Allegiance

Mayor Hoover led the Pledge of Allegiance

4. Presentations

An Energy Report was presented by Environmental Advisory Board Intern Amanda McClure.

Public Comment

Dan Brunger 400 6th Avenue

Mr. Brunger suggested the Town look into FPL offerings related to solar panels.

Jim Simmons 409 Avenue B

Mr. Simons was happy to see the motion detectors added to bathrooms and suggested the use of spray foam for attic insulation.

Curtis Byrd Chairman, EAB

Mr. Byrd extended his thanks to EAB intern Amanda - adding that she has been doing a great job and he is very proud of her.

The Commission thanked Ms. McClure for the nice presentation.

Commissioner Quarrie suggested a workshop to go over the EAB report in more detail – in March or April.

5. Board & Committees

- A. Appointments and Reappointments to Town Boards
 - 1. Reappointment of Curtis Byrd to the Environmental Advisory Board for a term of two years, ending February 16, 2024

<u>Vice Mayor Barton moved to reappoint Curtis Byrd to the Environmental Advisory Board; Commissioner Runte seconded; Motion carried 5-0.</u>

- 2. Reappointment of David Campbell and April Evans to the Planning & Zoning Board for a term of two years, ending February 16, 2024
- 3. Appointment of Dan Harper as an alternate or member to the Planning & Zoning Board for a term of two years, ending February 16, 2024
- 4. Reappointment of Robert Schaefer and Xochitl Ross to the Board of Adjustment for a term of two years, ending February 16, 2024

For items 2-4 under Boards and Committees, Mayor Hoover said he would like the opportunity to speak in person with all applicants and reapplicants for both the Planning & Zoning Board and the Board of Adjustment. He suggested the Commission extend the length of any expiring term for one more month until they have the opportunity to speak to them during a workshop in March.

Vice Mayor Barton mentioned that another resident, David McClure, was interested in serving on the Planning & Zoning Board.

The Town Clerk advised her that Mr. McClure could submit his application for consideration by next Wednesday for consideration at the workshop.

Commissioner Runte agreed that he would like the opportunity to meet with everyone.

Mayor Hoover asked the Town to request the attendance of all applicants at the March workshop. He also requested a resume from each and their individual voting records for 2020 and 2021.

<u>Vice Mayor Barton moved to extend the service period for each current Planning & Zoning and Board of Adjustment Board member/reapplicant for one more month or until the Commission has hosted a workshop to review all applications; Commissioner Runte seconded; Motion carried 5-0.</u>

5. Reappointment of James Maguire to the Police Pension Board for a term of two years, ending February 16, 2024

<u>Commissioner Quarrie moved to reappoint James Maguire to the Police</u> <u>Pension Board; Commissioner Walker seconded; Motion carried 5-0.</u>

B. Appointment to the Melbourne Beach Library Advisory Board

Before appointing a commissioner to serve on the Board, The Commission asked the Town to advertise the position to see if a resident would like to volunteer. If no one steps up, they will appoint someone at the next meeting.

<u>Vice Mayor Barton moved to advertise the volunteer position to the public prior to appointing a Commissioner to serve on the Library Advisory Board; Commissioner Walker seconded; Motion carried 5-o.</u>

6. Public Comments

Jim Cannon New Intergoverment Coordinator at St John's River Management

Mr. Cannon wanted to introduce himself as a liaison to St. John's River Management and to let the Commission know if they need to reach someone in the district he is available.

Curtis Byrd EAB Chairman Mr. Byrd said they had a great sea oat planning. He thanked the Town for providing sea oats. They planted close to 1,000 plants and cleaned up a lot of invasive plants. He mentioned the clams program they have with the zoo. They will be getting an oyster reef soon as well.

7. Approval of the Agenda

<u>Commissioner Runte moved to approve the agenda; Commissioner Quarrie seconded; Motion carried 5-o.</u>

8. Consent Agenda

- A. Approval of January 12, 2022, TCW Draft Minutes
- B. Approval of January 19, 2022, RTCM Draft Minutes
- C. Site Plan Approval for 406 1st Avenue
- D. Site Plan Approval for 208 2nd Avenue

Commissioner Quarrie asked the Building Official to explain the tree removal at 208 2nd Avenue and why it was approved for the public record.

Building Official Bitgood explained that the Oaks that were removed were classified as Scrub Oaks – and were not considered beneficial. Both Scrub Oaks and Dune Oaks are not necessarily coveted in a landscape plan. In the landscape plan from the architect and the owner – they have already planted native trees. He went on to say that the owners have gone above and beyond to mediate those removed Oaks.

He wanted to clarify that even though trees may be classified as "Oak" - this can include Oaks that are not advantageous to the area.

Mayor Hoover asked about Page 137 which states 22 trees were replaced – but on page 137 on the outline of the new plan – he counted 18 trees. He didn't want to make an issue out of it – only to point out there should be consistency in those numbers.

Vice Mayor Barton said she thought the owners did a great job with remediation in the landscaping.

Building Official said this issue provided a very good start and solid foundation for a better process. He felt this process is headed in the direction the Town wants to go.

Commissioner Runte said the situation was a good learning experience. The code is outdated and this site plan was a perfect example of that. The owners of this property have gone above and beyond to assist in the process.

Jim Simmons 409 Avenue B

Mr. Simmons said he couldn't believe what he just heard about Scrub Oaks. He said they are not a nuisance and replacing them with some Wal-Mart plants is not an appropriate solution. He can't believe the Town would consider them a nuisance, We don't make decisions based on what looks good – we base them on what's good for the environment. Trees are there for the water system and the ecosystem. Saying they are not desirable plants is unbelievably wrong. They are the right size for a normal lot and Scrub Oaks are home to owls and birds and their root structures that help the environment.

Mayor Hoover said one of the things that have become clear in this conversation is that the tree permit process requires a lot more clarifying.

Commissioner Runte said we will get community input at a workshop and hear what our residents think is important. But you have to consider that as a Town we have the most strict retention requirements of any municipality in Brevard County. There are a lot of moving parts. We all have the same goal. The code is outdated and needs to be fixed.

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

9. Old Business

A. Consideration of site plan approval for 419 Avenue B

Town Manager Mascaro explained that the owner has presented a new plan that provides for a substantial number of replanted trees and the owner is now in complete compliance.

Jim Simmons 409 Avenue B

Mr. Simmons asked the Town Clerk to include the letter he provided last month in the minutes. He proceeded to read the letter.

Subject: Comments for the Record - Site Plan, 419 Ave B, Melbourne Beach

Town Manager, Mayor, Vice Mayor and Honorable Commissioners,

After reviewing the site plan for the subject property (attached to the Agenda for tonight's RTCM), several issues are readily apparent.

- 1. The site plan, which shows 24 trees marked for removal, is not compliant with the Town's Land Development Code (LDC), Section 9A -6(b), which states -
- "(1) Removal. No permit shall be issued for tree removal unless one of the following conditions exists:
- a. The tree is located in a buildable area or yard where a structure or improvements may be placed and it unreasonably restricts the permitted use of the property;
- b. The tree cannot be relocated on or off site because of age, type or size of tree;
- c. The tree is diseased, dead, injured, in danger of falling, too close to existing or proposed structures, interferes with utility service, creates unsafe vision clearance or conflicts with other ordinances or regulations; or
- d. It is in the welfare of the general public that a tree be removed for a reason other than set forth."

This was a beautiful lot and it has been violated -

- Only six of these trees are under the primary structure
- Five of these trees are adjacent to the driveway or are on the lot line where no construction will occur
- Four of these trees are under where an extended driveway/parking area is planned
- 2. Town processes were not followed The Building Official issued a tree removal permit to remove all 24 trees before the site plan was reviewed and approved by the Town Commission.
- a. The tree removal permitting process is not intended to supplant the Commission's site review/approval process. The specific purpose of the Town Commission review/approval is to ensure that this type of activity does not occur.
- b. Because the site clear cutting has already occurred, the Town Commission has been denied the opportunity to ensure that Town Codes are adhered to, which specifically values trees (ref LDC, para 9A-2, "The intent of this article is to preserve trees whenever and wherever they exist...enhancing the health, welfare and beautification of the Town.")
- 3. Many of these trees were removed in order to comply with other codes, including water retention Several of these trees were in areas in which the owner designated water retention areas. The Town's Codes are not a "pick list". They are our laws and, as such,

are all to be complied with. The proper process, in these cases, is for the design to be modified such that it comes into compliance with all codes or that a request for variance be filed for BoA consideration. It is not within Town Staff's purview to ignore our laws. (I have further heard that the owner has been told that he must mitigate the damage by planting two hard wood trees, but that the retention areas may prohibit the survival of these trees. That is not the Town's issue. The owner must determine how to come into compliance.)

As we have recently seen, bigger and bigger houses are being built on existing lots. These issues are going to become more common. Many of the issues result from the fact that the desired houses are too big for the lot. Will the staff now allow encroachment onto setbacks and water retention areas, or violations of height restrictions, or violation of any of our other myriad codes just because the desired house cannot be built without these violations?

The Town must stand by its codes and the staff must follow them and our processes

<u>Vice Mayor Barton moved to approve the Site Plan for 419 Avenue B; Commissioner Runte seconded; Motion carried 5-0.</u>

10. New Business

A. Consideration of Approving Letter in Support of the Founders Monument Project

Mayor Hoover presented a letter he wrote in support of the Founders Monument project and asked for the Commission's support to send it, adding that it does not commit the Town to any financial support to the project.

Vice Mayor Barton said she wanted to make it clear that she is not a prejudiced person, but she doesn't believe that any more monuments need to be erected. She questioned why the monument was of three black men in an era when statues and monuments are being torn down and defaced as a representation of injustice in an attempt to get this sector or this ethnic group or race some recognition – or to appease that.

She went on to say that erecting this statue would be like opening Pandora's Box. She also questioned what made these particular individuals notable.

She also questioned why it is a statue of three men and no women. She has a problem with that too. She said she felt the plan is misdirected. She went on to say it doesn't have to go unrecognized — but instead of a big monument, it could be a plaque at the Chamber of Commerce. She went on to say - what are we were going to do next time some other ethnicity comes in and wants to erect a statue? She wanted to know where they draw the line and also expressed concern over rallies and events there and who will maintain it and

clean up after events – and she also wanted to know what the residents there think about this. She has an issue with the whole concept and is not in support of it.

Mayor Hoover responded to her queries by saying that the three men were chosen because they are the founders of Crane Creek - the original settlement – and the people who want the monument and are lobbying for it are the citizens of South Brevard where the statue will be located.

Vice Mayor Barton commented that it's a very obscure park where they want to put the monument and said it has a reputation. She stated she has never been there.

Commissioner Quarrie said the Town donated money toward at-risk housing in that area and she is more in favor of supporting something that would increase the funding toward at-risk housing rather than a monument.

Commissioner Runte asked about the amount of money being raised/ spent.

Commissioner Quarrie said \$400,000.

Commissioner Runte asked about the group raising the money. He said he is familiar with the park. It was once home to drug dealers and prostitutes. He said the city has invested quite a bit of money into it and they currently have a farmer's market every weekend. He wanted to know why they need a letter from Melbourne Beach. He supports their fundraising but said the Town can't contribute to it.,

He agreed the money could be better spent on another project like at-risk housing or Club Esteem.

Mayor Hoover said he would send a personal letter of support.

No motion to move forward.

B. Consideration of Proclamation for Human Trafficking Awareness Month

Vice Mayor Barton submitted this item last month because January was Human Trafficking Month – but she was ill and couldn't attend the meeting. She would still like to see it passed. She introduced the Proclamation and said that Human Trafficking is underground and extremely deviant. She explained that trafficking involves all areas and includes labor trafficking and organ trafficking. She said it's becoming big business and affects us in our communities. She feels they need to raise more awareness for this issue in order to support and assist victims.

<u>Commissioner Runte moved to accept and approve the Proclamation to proclaim January 2022 as Human Trafficking Awareness Month;</u> <u>Commissioner Walker seconded; Motion carried 5-0.</u>

C. Consideration of New Code of Ordinance for Outdoor Seating with Roof

Town Manager Mascaro said she would ask that the Commission grant her the authority to engage the Town Attorney and the Town Planner to look at what they can do in 6B or include to 8B.

Mayor Hoover said he is in favor of moving forward. He would like to focus on permanent roof structures as opposed to just fabric.

Vice Mayor Burton said she recently attended the International Builders Trade Show and brought back some literature to Town Manager Mascaro. She went on to say that a lot of businesses have had to make changes and the designs they have are very nice and very effective with designs in which the water runs over into a gutter and drains off.

Commissioner Runte said a 35-foot setback in the downtown area is ridiculous and there are too many regulations. He said we are a transient bedroom community and these businesses in Town would not survive without the transients. He said he feels a commitment towards helping them succeed.

Commissioner Walker said there is no reason not to allow a nice shade sail.

Commissioner Quarrie said the Commission should allow the Town Manager to move forward and include a plan for all business —not just eating establishments.

Jim Simmons 409 Avenue B

Mr. Simmons said that all of these businesses back up to homes. He feels the businesses are doing quite well and suggested they expand as opposed to putting up a tent.

Commissioner Runte said they cannot easily expand their buildings.

Mayor Hoover clarified they are speaking about 6B.

Mr. Simmons said the setbacks are there for a good reason. We have not had a business fail in a long time and there is a proper process is to go through - the special exception process.

Commissioner Runte said he disagreed with everything Mr. Simmons said. Property owners know what they are doing when they purchase a home that backs up to a business.

Commissioner Runte moved to approve allowing the Town Manager and staff to research and prepare a new Ordinance to update our Town Code in 6B with temporary or permanent structures; Vice Mayor Barton seconded; Motion carried 5-0.

D. Consideration of Finance Resolution 2022-02

Commissioner Quarrie moved to approve Resolution 2022-02; Commissioner Walker seconded; Motion carried 5-0.

E. Consideration of Estimates to replace A/C units in Town Hall

Public Works Director Davis explained the reasoning behind the replacement.

He believes the same A/C company should handle the issue. Town Manager Mascaro handed out a list of the prior costs related to A/C units.

Commissioner Quarrie questioned that if we only did one – there would be additional costs having to do a second one later. It would be more practical to do two at a time if the money to do two is available.

Town Manager Mascaro said we only have the money to replace one at this time.

Public Works Director Davis did not have three estimates and was instructed to get three current bids for the work and then the Commission will convene a special meeting – before the workshop in March. They also instructed him to get the cost for a second unit as well.

12. Staff Reports

- A. Town Attorney Report
- B. Town Manager Report

We may need to research other banks and other systems due to the service fees we are incurring.

- C. Town Clerk Report
- D. Departmental Reports
 - 1. Building Department
 - 2. Public Works Department

Commissioner Quarrie asked when the roof replacement on the Community Center is budgeted in. She asked if the money we have set aside is enough.

Public Works Director Davis suggested it be added to the budget next year. He will research replacement costs at Commissioner Quarrie's request.

Commissioner Runte suggested spring foam insulation on the roof deck.

Commissioner Runte said the paint on the Melbourne Beach sign appears to be melting and asked PWD Davis to look into the pricing for a new one.

Town Manager Mascaro mentioned the new bike racks they installed.

- 3. Code Enforcement
- 4. Police Department
- 5. Fire Department
- 6. Finance Department

<u>Commissioner Runte moved to approve the Finance Report;</u> <u>Commissioner Walker seconded; Motion carried 5-0.</u>

13. Town Commission Comments

A. General Comments

Commissioner Quarrie said there are two critical things they need to focus on going forward. First is their commercial situation and second – they must get their building code tightened up. We have people coming in who want to build McMansions and we have no way to address that. She asked the other Commission members to please submit their comments and suggestions on this issue so they can move forward.

Mayor Hoover said he would be out of town on March 16 – the day of the next RTCM. He wanted to know if the Commission would be open to changing the meeting day to Tuesday, March 15, 2002, instead. The Commission agreed to change the date.

<u>Commissioner Runte moved to change the date of the next Commission meeting from March 16, 2022, to March 15, 2022; Commissioner Walker seconded; Motion carried 5-0.</u>

B. Review of Commission Action List

Updated Action Items

- S.E.A. PROJECT

Town Manager Mascaro said she and Neil plan to get together and are working on it. Update again in March. Commissioner Runte thanked Neil for his time and expertise.

Commissioner Walker said she realized the project may take a long time – but asked if they might consider two small items to give Ocean Avenue a bit of an upgrade. She suggested more permanent tree lighting and nicer street signs along Ocean Avenue as well as new trash cans in the park and throughout town. The focus should be on the area from the stoplight on both sides of the street (uplighting and street lighting.)

- Add to Action Item for next meeting.

Town Manager Mascaro said they had an electrician come out and they don't have enough to light the lights along the sidewalk – they need to bring in a company to take electricity from poles to the outer area. We have two outlets currently and need additional outlets. Commissioner Walker asked if the Town Manager could research the costs involved. Commissioner Runte suggested solar lighting.

Town Manager Mascaro said Vice Mayor Barton attended a builder's show that introduced some great new ideas and she provided that literature to Town Hall for review.

Vice Mayor Barton said they had some beautiful stop signs. She mentioned that Rockledge looks beautiful.

Commissioner Runte asked where we were at with the landscape RFP. Town Manager Mascaro said it is still being worked on. They are in the process of working on the Bi-centennial trying to come up with an initial plan. The issue is that they need someone to maintain it. We are trying to reach out to them.

Mayor Hoover suggested a grant involving FDOT funding for Bicentennial park and making it a beautiful entrance to the Town with a beautiful new sign. Perhaps an LED sign. Town Manager Mascaro reminded the Commission they are responsible for maintenance and if anything dies – they are responsible. They will continue to work on the project and will bring it forward once they have done proper research and have information that the Commission can actually use to execute their vision.

- Research the term multi-generational in terms of building code and its use in other municipalities, aka "Granny Suites."

Commissioner Quarrie said a granny suite is a term used by the property appraiser that allows a homeowner to build a suite for an elder relative and receive special tax considerations.

Mayor Hoover said he doesn't want to prevent this and wants to make sure our code is in line with this. If someone wants to build a suite with a kitchen for their parent – he does not want to interfere with this. He wants to support multi-generational living arrangements.

He went on to say if a homeowner builds a second kitchen to rent out an area in their home – he also supports that – because owner-occupied rentals are best.

The criteria of the "granny suite" was discussed. Commissioner Quarrie said it allows for a second kitchen area. As long as the elderly relative is not on the deed and the space is built specifically for that person.

Town Manager Mascaro all the research is pointing toward an increase in multi-generational living.

Commissioner Quarrie said the problem is a lot of people are afraid those twokitchen homes will turn into multi-family homes - so the code has to be clear.

She asked the Town Attorney to guide them.

Mayor Hoover said if someone is building a granny suite – Planning & Zoning would deny it.

Commissioner Quarrie said you have to go to the county first.

Town Attorney Repperger said he and the Town Manager will have a discussion on the granny-suite (two kitchens) issue and bring it to the Commission at the next meeting. – **Add to Action Item for next meeting**.

- Evaluate audio equipment in the Community Center

Town Clerk Torres presented the Commission with an estimate for audio updates in the Community Center and a list of various nearby municipalities that have updated/replaced audio equipment and the costs they incurred.

Mayor Hoover said he was interested in purchasing audio-visual equipment. He suggested purchasing two large-screen monitors for either side of the Community Center. He said the Indian Harbour Beach meeting space utilizes a good display using flat screens. One screen faces the Commission and the Town Clerk – and the other is for the audience where they can see the presentations and agenda items.

Commissioner Quarrie worried about getting "too fancy".

Town Manager Mascaro suggested altering the fireplaces to make better use of them to incorporate audio-visual equipment. Commissioner Quarrie suggested hiding the wires to a television in a covered box placed in the fireplace.

Town Clerk Torres will check with Indian Harbour Beach and see what system they use. Commission Runte suggested contacting RB communications. – **Update at next RTCM**

Closed Action Items

- Research golf cart parking and bike rack installation

Public Works Director Davis said the bike racks have been put out. The signs for golf cart parking will be erected.

Mayor Hoover said in the past the Town declined to have its own low-speed certification process. In speaking to other Mayors in the other beachside municipalities who have this process say they have had no issues with certifying these cars. They have expressed interest in having a Satellite Beach to Melbourne Beach g-pass (sticker).

Commissioner Runte said Riverside and A1A are both 35 mph (the speed at which these carts are allowed to travel.)

Some discussion over the requirements ensued.

Mayor Hoover suggested they make the g-pass collaborative with other municipalities to allow residents to travel back and forth on their certified carts.

Commissioner Quarrie said she recalls the Police Chief not being in favor of this and wanted her support and input.

Mayor Hoover said he was told that Indialantic may be open to sharing the burden of inspection with us.

New Action Item

Commissioner Runte asked the Town Manager if they could get the written golf cart certification process from Indialantic so they can review it.

Mayor Hoover suggested that this issue can be discussed at the next South Beaches Coalition Meeting as an agenda item. - **Discuss at next RTCM**

14. Adjournment

<u>Commissioner Runte moved to adjourn; Commissioner Walker</u> seconded: Motion carried 5-0.

The meeting adjourned at 9:10 p.m.



TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

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

1.	Name: David K Campbell			Home	Phone: 231-724-2838
2.	Home Address: 305 First Avenue				
3.	Mobi	le Phone:	E-mail ad	ddress: _	dkcamp@heartbytes.net
4.					Phone: None
5.	Resu	me or Education & Experience: <u>B</u> (Use additional sheets if necessary			
6.	Date	of birth: 11-25-1944 (optional)	(to verify	y voter r	egistration)
7.	Are y	ou a qualified elector of the town?			NO
8.	Are y	ou a resident of the town?	 ✓ YES		10
9.	Do you reside in the town for at least ten (10) months of each calendar year? 🗹 YES 🔲 NO			ach calendar year? 🗹 YES 🔲 NO	
10.	Do yo	ou hold a public office?	YES	✓ N	10
11.	Do yo	ou currently serve on a Town board?	✓ YES		10
	If yes	, which board? Planning and Zoning	g Board		
12.	Pleas	se check the board(s) you are interes	sted in se	erving or	1:
		Audit Committee		History	Center Board
		Board of Adjustment		History	Preservation and Awareness
		Civil Service Board		Parks E	Board
		Code Enforcement Board	7	Plannir	ng and Zoning Board
		Environmental Advisory Board		Police	Pension Fund Board of Trustees
13.	3. Why do you think you are qualified to serve on this board? Experience on P&Z Board				
Would you consider serving on another board other than the one(s) you have selected above? ☐ YES ☑ NO					
Count	y Supe				cial disclosure form with the Brevard cs. If you have any questions, please
Signat	ure: _	David K Campbell			Date: 1/29/2022

David K. Campbell

305 First Avenue Melbourne Beach, Fl 32951 Phone: 321-724-2838

E-Mail: dkcamp@heartbytes.net

Municipal 1984-2000 Melbourne Beach Planning and Zoning Board

2002- Melbourne Beach Planning and Zoning Board

2010 Melbourne Beach Citizen of The Year

Experience 6/00 – 4/08 Aeronix Inc

Systems Engineer

- Developed software to implement the Improved Data Modem (IDM) waveforms in TI DSP's. Generation 1 is a single channel based on TI 5416. Generation 2 is a dual channel based on TI 5510. Generation 3 has a USB interface and is a dual channel design based on the TI 5509A DSP.
- Developed software for an 802.16 transmitter. Design based on TI 6416 DSP.
 Handled full range of bit rates and coding rates at full speed.
- Developed a multi-channel Voice encoder (GSM, uLaw, Linear) and audio conferencing for a TCP-IP based tactical intercom system. The system is based on a TI 5510 DSP.
- Satellite Communications Developed two Receive Only Satellite Receivers. These DVS-S designs used LSI Logic and SiLabs commercial chipsets. Responsible for hardware design and custom device drivers.

4/99 – 6/00 Communications Consultant

Independent consultant in the area of Satellite Communication Networks. Specialty is system network analysis and design with emphasis in TCP/IP based voice and data communications.

7/90 – 4/99 Skydata Inc

Founder, Director of Engineering, Chief Scientist

- Led the development of satellite communications equipment. Significant developments included MSK Modulators, MSK Receivers, bit synchronous Multiplexers-Demultiplerers, Burst Modulators, Burst Demodulators, Monitor-Control Equipment, L Band Up/Down Converters, Ku Band SSPA's, and Ku Band LNB's. All product developments stressed reliability, superior performance, and flexibility.
- Developed "time critical" embedded software for the above products. All embedded systems used x86 microprocessors and were programmed in C/C++.
- Customized the general-purpose MSK Modulator and MSK Receiver designs to address the unique needs of the Paging industry. These enhancements allowed Skydata to become the dominant equipment supplier to the Paging market.
- Technically responsible for all TCP/IP based activity in Melbourne. Responsible for the demonstration and deployment of Skysurfer 1, a PC based 2 Mbit/sec receive only satellite terminal. This TCP/IP based system can be used for a replacement for "business TV" as well access to Internet,
- Developed "Web Sat", a PC based satellite terminal enhancement which allows standard TCP/IP protocols to perform efficiently over satellite links,
- Responsible for tracking the ever-evolving Internet Communications Standards including TCP/IP, TCP/IP over satellite, multicast, routing protocols, etc.
- Member of the Internet task force reviewing proposed improvements for TCP/IP over Satellite.

4/87 – 7/90 Harris Corporation, Electronic Systems Division **Senior Principal Engineer**

- Technical member of a team that developed a new market for Harris: the deployment of "Commercially Available Off The Shelf Equipment" for Local, State and (unclassified) Federal Government communications systems. Successfully bid and won private telephone systems, Trunked Mobile Radio, as well as satellite systems.
- System engineer for a leased (10 year) Intelsat based satellite network to replace a
 Military Tactical Satellite Network. To significantly reduce the Life Cycle costs,
 Intelsat "B" stations in Panama, Honduras and Clarksburg, Maryland had to be
 designed which could be installed, operated and maintained by local contractors.

Experience

9/76 – 4/87 Harris Corporation, Satellite Communications Division **Senior Scientist**

- Developed microprocessor based Telephone Signaling Converters to utilize analog signaling techniques over satellite links. This was a key component in the DAMA FM SCPC systems fielded in the Sudan and in Argentina.
- Designed and implemented a microprocessor based control system for NBC. The 600+ node network controlled the distribution of all television feeds for NBC, and the control architecture is still used to control NBC's video distribution.
- Led the development of a compact communication system to control the operation of "Sports News Gathering" mobile satellite terminals.

6/67 – 9/76 Bell Telephone Labs Homdel, NJ and Greensboro, NC **Member of Technical Staff**

- Developed ancillary equipment for the T3 digital transmission network, including the ability to use multiple T3's to transmit uncompressed NTSC video signal.
- Developed an embedded microprocessor based control system for a classified US Military Surveillance System

Education BSEE Auburn University 1967 GPA 2.6/3.0

MSEE Massachusetts Institute of Technology 1968 GPA 4.5/5.0

Patents "An Automatic Alignment System for a Digital Modem" – US Patent 4332039

"Digitally-Controlled Analog Encryption" - US Patent 4389671

"Digital Spectrum Translator" – US Patent 4423488

References On request



TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach 507 Ocean Avenue

Melbourne Beach, Florida 32951

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

1,	Name: April Evans Home Phone: 321 722-1000			
2.	Home Address: 213 First Avenue			
3.	Mobile	e Phone: 321 412-600	E-mail ad	dress: aevans59@cfl.rr.com
4.	Busin	ess Name:	Bu	siness Phone:
5.	Resume or Education & Experience: Board member since 2012 (Use additional sheets if necessary or submit resume)			
6.	Date of	of birth: 05/07/1947 (optional)	_ (to verify	voter registration)
7.	Are yo	ou a qualified elector of the town?	✓YES	□NO
8.	Are yo	ou a resident of the town?	✓ YES	□NO
9.	Do yo	u reside in the town for at least ten	(10) mon	ths of each calendar year? ☑ YES ☐ NO
10,	Do yo	u hold a public office?	YES	☑ NO
11,	Do yo	u currently serve on a Town board	?☑ YES	□NO
	If yes,	which board? P&Z		
12.	Pleas	e check the board(s) you are intere	ested in se	erving on:
		Audit Committee		History Center Board
		Board of Adjustment		History Preservation and Awareness
		Civil Service Board		Parks Board
		Code Enforcement Board		Planning and Zoning Board
		Environmental Advisory Board		Police Pension Fund Board of Trustees
13.	Why do you think you are qualified to serve on this board?Board member since 2012			
14.	Would you consider serving on another board other than the one(s) you have selected above?☐ YES ✓ NO			
Count	y Supe	_ · ·		e a financial disclosure form with the Brevard on Ethics. If you have any questions, please
Signat	ture: _ <i>_</i> (Gre Grigns		Date: January 28, 2022

213 First Avenue Melbourne Beach, FL 32951 Home: 321 722-1000 Cell: 321 412-0600 aevans59@cfl.rr.com

Municipal Government History

Planning and Zoning, Melbourne Beach, FL Board Member

February 2016 – Present

Acting/Interim Town Manager, Melbourne Beach, FL

October 2015 – February 2016

Planning and Zoning, Melbourne Beach, FL Board Member

May 2014 – October 2015

Acting/Interim Town Manager, Melbourne Beach, FL

May 2014

Planning and Zoning, Melbourne Beach, FL Board Member

2013

Town Commissioner, Melbourne Beach, FL

November 2006 – November 2012

Education

Mercer University School of Law; 1975-1976

B.A., Political Science; Mercer University; 1972 -1975

B.A., History; Mercer University; 1972-1975

Work History

Millennium Engineering and Integration (formerly Infoware Systems), Satellite Beach FL Technical Writer/Facilities Security Officer

September 2009 – May 2014

Technical writing for the Range Safety software development section of this company. Developed and maintained the online user manuals for DOD, 45th Space Wing and 30th Space Wing. Unit and integration testing. Responsible for maintaining security integrity for employee clearances' and classified materials.

April Evans, Atlanta, Georgia and Melbourne Beach, Florida - Computer training and accounting October 1993 - 2014

Computer software training and accounting with a client base of individuals and small businesses. Former member of the QuickBooks Professional Advisors Program specializing in training and data corruption diagnostics.

Infoware Systems, Satellite Beach, FL - Bookkeeper

February 2004 - March 2008

Full charge bookkeeping including A/R, A/P, payroll through bank reconciliation. Prepared financial reports and assisted in assuring DCA compliance for this software development company.

B&B Air Conditioning, West Melbourne, FL - Office Manager/Bookkeeper

October 1998 – March 2000

Responsible for all administrative tasks, bookkeeping, payroll, job purchasing, dispatch, human resources and inside sales.

Cunningham's of Georgia, Lawrenceville, Georgia - Management

June 1992 - October 1993

32 Implemented marketing strategies, influenced policies and established procedures to increase profits and efficiency in sales, operations and administration.

Promotional Sales Consultants, Coventry, Connecticut - Management

1990 - 1992

Independent contractor with this retail management company. Specific functions included retraining existing employees in all areas of the operation; inventory forecast and control as well as establishment of accounting procedures for accounts payable, receivable, and payroll.

A Evans Trucking, Atlanta, Georgia - Owner

1988 - 1990

Business concerned with the hauling of construction products, sod and other miscellaneous materials. Total responsibility for developing and securing accounts, supervising and scheduling drivers, accounting, etc.

A & W Brick, Atlanta, Georgia - Owner

1981 - 1988

Shared responsibilities for daily operations, management, sales and accounting in this construction product distributorship.

April, Washington, D.C. - Owner

1977 - 1981

Performed all levels of business for this women's clothing and accessories store, including purchasing, receiving, sales, accounting and personnel.



TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach 507 Ocean Avenue

Melbourne Beach, Florida 32951

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

1.	Name	e: Dan Harper			_ Home Phone:509-954-4488	
2.	Home Address: 418 Ave B, Melbourne Beach FI 32951					
3.	Mobil	le Phone:		E-mail address: danharper@comcast.net		
4.	Busir	ness Name:		Business Phone:		
5.	Resu		& Experience: <u>Se</u> sheets if necessar			
6.	Date	of birth: 11/01/1	950 tional)	_ (to verify	fy voter registration)	
7.	Аге у	ou a qualified ele	ctor of the town?	☑ YES	□NO	
8.	Are y	ou a resident of th	he town?	☑YES	□NO	
9.	Do yo	ou reside in the to	wn for at least ten	(10) mon	nths of each calendar year? ☑ YES ☐ NO	
10.	Do yo	ou hold a public of	ffice?	☐YES	☑ NO	
11.	Do yo	ou currently serve	on a Town board	?□ YES	☑ NO	
	If yes	, which board?				
12.	Pleas	e check the board	d(s) you are intere	sted in se	erving on:	
		Audit Committee	e		History Center Board	
		Board of Adjustr	ment		History Preservation and Awareness	
		Civil Service Boa	ard		Parks Board	
		Code Enforcement	ent Board	V	Planning and Zoning Board	
		Environmental A	Advisory Board		Police Pension Fund Board of Trustees	
13.	Why do you think you are qualified to serve on this board? 30 yrs experience with complex regulations See attached					
14.	4. Would you consider serving on another board other than the one(s) you have selected above? ☐ YES ☑ NO					
Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.						
Signat	ure.	0=1	Haper			

Curriculum Vitae – Dan Harper

- Undergraduate degrees from Washington
 State University; BA Business
 Administration 1974, BA Accounting 1975.
- Staff accountant advancing to managing partner; McFarland & Alton, CPA's 1976-1995.
- Harper Inc. Forensic accounting and economic experts, 1996-2012. Provided economic expert testimony on numerous construction claims, business damages and personal injury cases.
- University of Washington; Masters of Business Administration 2003.
- Principally retired from practice in 2012.

Professional designations prior to retirement:

- Certified Public Accountant.
- Accredited Senior Appraiser with the American Society of Appraisers.
- Accredited in Business Valuation with the American Institute of CPA's.



TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach 507 Ocean Avenue

Melbourne Beach, Florida 32951

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

1.	Nam	e: Robert C. Schaefer		Home Phone: <u>321-984-8313</u>
2.	Home	e Address: 411 Avenue A Melbo	ourne Be	each FL 32951
3.	Mobi	le Phone: 321-215-1721	E-mail a	ddress: rcschaefer@bellsouth.net
4.	Busir	ness Name: Town of Melbourne Be	ach B	usiness Phone: 321-724-5860
5.	Resu	me or Education & Experience: BSAC (Use additional sheets if necessa		portation, Lic. FL building Contractor. Recently reelected to Chairman of the board. nit resume)
6.	Date	of birth: 03/16/46 (optional)	_ (to verif	y voter registration)
7.	Are y	ou a qualified elector of the town?	✓ YES	□NO
8.	Are y	ou a resident of the town?	✓ YES	□NO
9.	Do yo	ou reside in the town for at least ter	1 (10) mor	ths of each calendar year? ☑ YES ☐ NO
10.	Do yo	ou hold a public office?	☐ YES	☑NO
11.	Do yo	ou currently serve on a Town board	?☑ YES	□NO
	If yes	, which board? Board of Adjustn	nent	
12.	Pleas	e check the board(s) you are intere	ested in se	erving on:
		Audit Committee		History Center Board
	V	Board of Adjustment		History Preservation and Awareness
		Civil Service Board		Parks Board
		Code Enforcement Board		Planning and Zoning Board
		Environmental Advisory Board		Police Pension Fund Board of Trustees
13.	Why do you think you are qualified to serve on this board?			
14.	4. Would you consider serving on another board other than the one(s) you have selected above? ☐ YES ☑ NO			
Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.				
Signature: Part Ceschar Date: 01/28/22				

ROBERT C. SCHAEFER

411 Avenue A • Melbourne Beach, Florida 32951 (321) 984-8313 • Cell (321) 215-1721 • email: rcschaefer@bellsouth.net

SUMMARY

A highly skilled construction management professional with over 25 years of commercial and residential Construction Management experience:

- · Residential experience includes high end luxury homes & condos to mid-range production projects
- · Commercial construction includes office buildings & buildouts; renovations & remodeling
- Very knowledgeable in all building components, internal systems operation and construction trades (interior & exterior walls, roof, heating, air conditioning, ventilation, electrical and plumbing systems, doors, windows, sewer, road & parking drainage, etc.)
- Very familiar with the International Building Code, and Federal, state & local codes; current on all license required continuing education
- Efficient sub-contractor scheduling for on-time & on-budget completion
- Create and maintain estimates, schedules and project logbooks
- Manage financial documents such as purchase orders and subcontracts
- Exceptional troubleshooting & problem solving skills
- · Effective manager of people of all skills levels; willing teacher
- Regulatory & safety compliance: OSHA 10 Certified; SWEPP regulations
- · Permitting, site development, roads & underground utilities; single and multi-story
- · High level of customer satisfaction; high schedule loads
- Excellent sub-contractor, inspector & customer relations
- Critical Path Methods, Microsoft Project, Build Pro, Word & Excel
- · Certified fork lift operator; knowledgeable operator of heavy equipment, power and hand tools
- Skilled in code interpretation and inspection requirements

LICENSE

Certified Building Contractor - Florida License (CB C056753)

EXPERIENCE/PROJECTS

2014 - 2016 Asset Preservation Pros, Inc., Monument, Colorado

Position: Project Manager

Company refurbishes and rehabilitates foreclosed houses in preparation for the bank/mortgage holder to release for sale in the market. Process flows from surveying and documenting the property's needs, bidding the scope of work and scheduling the subcontractors to complete the approved repairs in a timely manner in compliance with the applicable safety and building codes.

Territory includes Brevard, Indian River & St. Lucie Counties. Company relocated to Colorado ending Florida operations.

2011 - Present Position: Construction Management Consultant

Consultant to homeowners, municipalities and building officials for construction techniques, subcontractors, zoning and building and land development code compliance

2011 **Town of Melbourne Beach**, Florida

Position: Construction Manager

Construction of a free standing public rest room facility at Ocean Avenue Park ahead of schedule and over 40% under budget. *Project completed*.

2010-2010 Insulated Concrete Walls, Port St. Lucie, Florida

Position: Construction Superintendent, Kissimmee, Florida

Supervised construction of insulated foam concrete walls for several ancillary buildings at the Orlando VA Medical Center campus. *Project completed*.

2009-2010 Sterling Silver Scape & Sod, Inc., Kissimmee, Florida

Position: Construction Manager, Kissimmee, Florida

Managed construction of a 9,000 square foot, insulated concrete foam multi-million dollar custom home. *Project completed*.

2008-2008 Condev Homes, Titusville, Florida

Position: Construction Manager

Managed construction of green and Energy Star single family homes and townhomes in 3 projects.

Laid-off due to construction downturn.

2007-2008 W & J Construction, Inc., Rockledge, Florida

Position: Construction Superintendent

Construction of multi-story, multi-unit luxury condominium permitted as a commercial project. Project

completed.

2005-2007 Lennar Homes, Rockledge, Florida

Position: Construction Manager

Managed construction of company's single family luxury homes (\$800,000+), primarily in Viera. Laid-off

due to housing downturn.

2003-2005 **DiPrima Construction Corporation**, Satellite Beach, Florida

Position: Project Manager

Project management of commercial office buildings, single family luxury homes (\$1 million+), multi-unit

town homes. Recruited by Lennar Homes.

2002-2003 **Mead Construction,** Melbourne, Florida

Position: Construction Superintendent

Completion of \$1 million+ custom single family home. Project completed.

2001-2002 Ameritrend Homes, Melbourne, Florida

Position: Brevard County Division Manager/Construction Superintendent

Project management of single family homes in 3 developments; handled a construction load up to 40

homes. Company reorganized.

1999-2001 Legendary Construction, Grand Harbor and Oak Harbor, Vero Beach, Florida

Position: Construction Superintendent

Construction of single family custom homes, duplex town homes and 4 story commercial condominium.

Company sold.

1995 - 1999 Arthur Rutenberg Homes, Melbourne, Florida

Position: Construction Superintendent and License Qualifier

Construction of custom homes ranging from \$300,000 to \$1.3 million in upscale developments; commercial

office buildout; construction load of up to 20 homes; built 3 model centers of products/models new to the

company. Franchise sold

EDUCATION Bachelor of Science, Florida Institute of Technology, Melbourne, Florida

MILITARY United States Air Force

Position: Crew Chief and Flight Chief of numerous types of jet aircraft; Honorable Discharge with rank of E-5

(Staff Sergeant)

VOLUNTEER/ Chairman, Melbourne Beach Board of Adjustment, 1996 - present

COMMUNITY Tim Wakefield Celebrity Golf Classic Committee, 1993 - present

Jingle Jet, Zazza Community Foundation, 2016 - present

St. Jude's Children's Hospital Radiothon, March 2017



Town of Melbourne Beach 507 Ocean Avenue

Melbourne Beach, Florida 32951

1.	Name	Xochith Ross		Home Phone: (321) 729-0816			
2,	Home Address: 1106 ATLANTIC ST M.B., FL 32951						
3.	Mobile Phone: E-mail address: XOChitLROSS PEARTYLINK, NET						
4	Business Name:Business Phone:						
5.	Resume or Education & Experience: AA (Use additional sheets if necessary or submit resume)						
6.	Date	of birth: (optional)	(to verify	voter registration)			
7.	Аге у	ou a qualified elector of the town?	XIYES	□NO			
8.	,	ou a resident of the town?	X YES	□NO			
9.	Do yo	ou reside in the town for at least ten	(10) mon	ths of each calendar year? ፟፟፟፟፟፟፟፟፟፟ YES □ NO			
10.	Do yo	ou hold a public office?	YES	MNO			
11		ou currently serve on a Town board?		□NO			
	If yes	, which board? BOF	7				
12.		e check the board(s) you are intere		rving on:			
		Audit Committee		History Center Board			
	Ø	Board of Adjustment		History Preservation and Awareness			
		Civil Service Board		Parks Board			
		Code Enforcement Board		Planning and Zoning Board			
		Environmental Advisory Board		Police Pension Fund Board of Trustees			
13.	why do you think you are qualified to serve on this board? Continuity of town knowledge and extensive familiarity with our codes.						
14.	14. Would you consider serving on another board other than the one(s) you have selected above? ☐ YES ☑NO						
Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.							
Signa	ture:	XoCy Phy		Date: Feb 1, 2022			



Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

1.	Name: (5abor Kishegy) Home Phone: 516-848-7944
2.	Home Address: 221 Surf Rd Melbourne Beach
3.	Mobile Phone: 516-848-7944 E-mail address: 9man cracker Thotmail ic
4.	Business Name: Business Phone:
5.	Resume or Education & Experience: 25 years / qw enforcement - majority in (Use additional sheets if necessary or submit resume)
6.	Date of birth: 12-9-70 (to verify voter registration)
7.	Are you a qualified elector of the town? YES NO
8.	Are you a resident of the town? □ YES □ NO
9.	Do you reside in the town for at least ten (10) months of each calendar year? XYES DO
10.	Do you hold a public office? ☐ YES ☒NO
11.	Do you currently serve on a Town board?□ YES ☑NO
	If yes, which board?
12.	Please check the board(s) you are interested in serving on:
	Audit Committee
	☐ Board of Adjustment ☐ History Preservation and Awareness
A	☐ Civil Service Board ☐ Parks Board
	Code Enforcement Board Planning and Zoning Board
	☐ Environmental Advisory Board ☐ Police Pension Fund Board of Trustees
13.	Why do you think you are qualified to serve on this board? Chose to five here
14.	Would you consider serving on another board other than the one(s) you have selected above?
Count	Persons appointed to certain town boards must file a financial disclosure form with the Brevard by Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please e Town Clerk's office at 724-5860.
Signa	ture: Al III Date: 2-28-22



Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

1.	Name: Kobent Baldwin		Home Phone: (32) 698-0669			
2.	Home Address: 446 Rivervieu	1 Ln				
3.	Mobile Phone: 321 698 0669 E	E-mail ac	Idress: rybaldwing regmail.com			
4.	Business Name: <u>CXO L2C</u>					
5.	Resume or Education & Experience:	nkedi	n. com/in/rybaldwin			
	(Use additional sheets if necessary					
6.	Date of birth: 1/16/1967	_	voter registration)			
7.	Are you a qualified elector of the town?	YES	□NO			
8.	Are you a resident of the town?	型YES	□NO			
9.	Do you reside in the town for at least ten (10) mon	ths of each calendar year? TYES NO			
10.	Do you hold a public office?	YES	ENO			
11.	Do you currently serve on a Town board?[☐ YES	₪NO			
	If yes, which board?					
12.	Please check the board(s) you are interest	ted in se	rving on:			
	Audit Committee		History Center Board			
	Board of Adjustment		History Preservation and Awareness			
	Civil Service Board		Parks Board			
	Code Enforcement Board		Planning and Zoning Board			
	☐ Environmental Advisory Board		Police Pension Fund Board of Trustees			
13.	Why do you think you are qualified to serve enforcement Prestor		board? Served on			
14. [
Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.						
Signatu	ure:					



Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

	10/				
1.	Name: Lisa Kisheqyi		_ Home Phone: _ 516-848-8897		
2.	Home Address: 221 Surf	Rd.	\{\text{\tint{\text{\tint{\text{\tin}\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\tex{\tex		
3.	Mobile Phone: 516-848-8897	E-mail a	ddress: Summergirlfla@gma		
4.	Business Name:	B	Business Phone:		
5.	Resume or Education & Experience: (Use additional sheets if necessal				
6.	Date of birth: 10 - 07 - 68		•		
7.	Are you a qualified elector of the town?	⊠YES	□NO		
8.	Are you a resident of the town?	✓YES	□NO		
9.	Do you reside in the town for at least ter	า (10) mor	nths of each calendar year? ☒YES ☐NO		
10.	Do you hold a public office?	☐ YES	MNO		
11.	Do you currently serve on a Town board	?□ YES	™NO		
	If yes, which board?				
12.	Please check the board(s) you are interest	ested in se	erving on:		
	☐ Audit Committee		History Center Board		
	☐ Board of Adjustment		History Preservation and Awareness		
	Civil Service Board	×	Parks Board		
	Code Enforcement Board		Planning and Zoning Board		
	☐ Environmental Advisory Board		Police Pension Fund Board of Trustees		
13.	Why do you think you are qualified to ser the park has to offer and	ve on this	d like to participate		
 Would you consider serving on another board other than the one(s) you have selected above? ✓ YES □ NO 					
Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please all the Town Clerk's office at 724-5860.					
Signati	ure: Low Klip		Date: 2/28/22		



Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

1.	Name: Cystal Cain		Home Phone: (321) 984 3234				
2.	Home Address: 309 Suf Rd						
3.	Mobile Phone: (321)(98 - 3533	_ E-mail ac	ddress: Canaaff. Mam				
4.	Business Name:	Bı	usiness Phone:				
5.	Resume or Education & Experience: (Use additional sheets if necessary)	CONTRACTOR DESIGNATION OF THE PARTY OF THE P	(retired) active in Gardin Clubs 23 yrs + nit resume) Community activities appox 200				
6.	Date of birth: ////4	(to verify	voter registration)				
7.	Are you a qualified elector of the town?	TYES	□ NO				
8.	Are you a resident of the town?	YES	□ NO				
9.	Do you reside in the town for at least te	n (10) mon	ths of each calendar year? ☑YES ☐ NO				
10.	Do you hold a public office?	☐ YES	☑ NO				
11.	Do you currently serve on a Town board	d? TYES	□ NO				
	If yes, which board? History Conter	Board					
12.	Please check the board(s) you are inter	ested in se	erving on:				
	☐ Audit Committee		History Center Board				
	☐ Board of Adjustment		History Preservation and Awareness				
	☐ Civil Service Board		Parks Board				
	☐ Code Enforcement Board		Planning and Zoning Board				
	Environmental Advisory Board		Police Pension Fund Board of Trustees				
13.	Why do you think you are qualified to serve on this board? I'm passociate about the Environment, have affected EAB meetings and believe I can contribute to the						
14.	Would you consider serving on another ☐YES ☐ NO	board othe	er than the one(s) you have selected above?				
Count	Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.						
Signat	rure: Olysta (Cain	res.					

14.

X YES D NO

Town Board Volunteer Application Town of Melbourne Beach 507 Ocean Avenue

Melbourne Beach, Florida 32951

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

1.	Name	ne: <u>Heidi Brewer</u>		Home Phone:			
2.	Home	e Address: 414 Avenue A, Melbourne Beach, FL 32951					
3.	Mobile	e Phone: (973) 879-1339		E-mail address: heidinaylorbrewer@gmail.com			
4.	Busine	ess Name: <u>Heidi Brewer Photograp</u> l	<u>hy</u>	Business Phone:			
5.	Resur	ne or Education & Experience: <u>See</u> (Use additional sheets if necessary					
6.	Date o	of birth: 3/30/1989 (to verify voter re	gistra	ation)			
7.	Are yo	ou a qualified elector of the town?	X YE	ES □ NO			
8.	Are yo	ou a resident of the town?	X YE	ES □ NO			
9.	Do yo	u reside in the town for at least ten	(10) n	months of each calendar year? X YES 🚨 NO			
10.	Do yo	u hold a public office?	☐ YI	ES X NO			
11.	Do yo	u currently serve on a Town board?	☐ YE	ES X NO			
	If yes,	which board?					
12.	2. Please check the board(s) you are interested in serving on:						
		Audit Committee		History Center Board			
		Board of Adjustment		History Preservation and Awareness			
		Civil Service Board		Parks Board			
		Code Enforcement Board		Planning and Zoning Board			
	□ x	Environmental Advisory Board Library Board		Police Pension Fund Board of Trustees			
Librar	<u>public l</u> y, as I t	libraries bring to communties and ha ake my son there often. In addition	ave fir to bei	this board? First and foremost, I believe in the irst hand experiences at the Melbourne Beach eing a photographer, I am a Licensed Marriage. I'm analytical and teamwork is a core strength.			

Would you consider serving on another board other than the one(s) you have selected above?

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

Signature: Heidi Brewar

Date: 3/11/22

Heidi N. Brewer

Licensed Marriage and Family Therapist

heidinaylorbrewer@gmail.com » 973.879.1339

EMPLOYMENT

Owner

Heidi Brewer Photography » May 2011 - present

- —Create unique imagery for families and couples
- —Provide freelance photography services for various events
- —Facilitate portrait shoots by engaging children and encouraging family interaction

New Hope Counseling Center

Licensed Marriage and Family Therapist » June 2020 - January 2022

- —Worked with individuals, couples, and families to increase well-being and establish systemic change
- —Conducted evaluations, assessment, and treatment consistent with specific client needs
- —Maintained professional communication with clients related to treatment goals and scheduling

Outreach Specialist

Circles of Care contracted at AMIKids, Melbourne, FL » January 2019 - March 2020

- —Worked with students to identify personal and professional goals, in addition to barriers to success
- —Provided monthly family therapy sessions to help students foster connection and communication with family
- —Completed intakes, comprehensive assessments, treatment plans and monthly reviews
- —Facilitated Substance Abuse Skills Training, 7 Challenges, and Aggression Replacement Training groups

Personal Counselor

Christopher Newport University, Newport News, VA » January 2018 - October 2018

- —Assisted students in overcoming personal, educational or behavioral barriers inhibiting their well-being and success
- —Conducted intake interviews to determine student clinical needs and establish goals for treatment
- —Provided ongoing psychoeducation about self-care, conflict management and emotional regulation
- —Completed all necessary clinical documentation in a timely, efficient, and accurate manner

EDUCATION

Master of Arts in Marriage and Family Therapy, August 2015

Alliance Graduate School of Counseling, Nyack, NY

Bachelor of Arts in English, May 2011

Writing, Leadership Studies

Christopher Newport University, Newport News, VA



TOWN OF MELBOURNE BEACH DEVELOPMENT APPLICATION

 SUBMITTAL RE 	QUIREMENTS:
----------------------------------	-------------

- 1. Fees per current schedule.
- 2. Deed to property.
- 3. Pre-Application meeting is mandatory. Contact the Building Official or Building Clerk to submit information required and to schedule a pre-application meeting.
- 4. Application deadlines are determined annually by the Boards and will be provided at the pre-application meeting.
- 5. All applicants must complete pages 1-3 and the section(s) as applicable to the request (refer to section II.

below). All materials listed in the applicable se	ections must be provided, and fees paid.
II. REQUEST: Land Use Plan Amendment Special Exception Variance Site Plan Review Single Family (1RS, 2RS, 3RS) Site Plan Review Commercial (6B, 7C, 8B, 9I) PROPERTY INFORMATION:	 □ Rezoning □ Coastal Construction Variance □ Appeal (Application must be filed within 30 days) □ Site Plan Review Multifamily (4RM, 5RMO) □ Amendment to the Land Development Code □ Other (specify)
General Location: Northcast corner of	Fourth Auc & Oak Street.
Address: 322 4th Ave. Me	Morne Beach, Fl. 32951
Parcel Number(s): 28-38-08-FY	-18-24
Area (in acreage): 31 acres Area (i	n square feet): 13,54/
Current Zoning: 3RS Propos	sed Zoning: 3RS
	sed Future Land Use:
Brief Description of Application: 2-Story add	History as well as new
back porch	All C
Date of Mandatory Pre-Application Meeting (attach me	eting minutes if applicable):

45.7	ADDITIONAL	INICODA A TION
IV.	APPLICANT	INFORMATION:

Property Owner	
Name: Andrew Hams	Phone: 586-649-8195
Address: 322 4th Ave	Fax:
Melbourne Beach, FL 32951	Email: andymichellehe yahoo.com
Applicant (if other than property owner)	
Name: Gerald Delletti	Phone: 321-428-3869
Address: 1542 Guava Aur unit A	Fax:
Melbourne, Fl. 32935	Email: jerry @meldarch.com
V. <u>OWNER AUTHORIZATION:*</u>	
The undersigned hereby affirms the following:	
application. 2. That I/we have read and understands the entir	epresent the application, and empowers the Applicant to
*Must sign in front of notary.	
State of Florida County of Brevard. The foregoing application is acknowledged before me this _3_day of	WENDY E BROWN-BERGTOLD Notary Public - State of Florida Commission = 14 012402
į	My Comm. Expires Jun 18, 2024

VI. APPLICANT CERTIFICATION:*

I/we affirm and certify that I/we understand and will comply with the land development regulations of the Town of Melbourne Beach, Florida. I/we further certify that the application and support documents are fully complete and comply with the requirements of the land development regulations of the Town of Melbourne Beach, Florida. I/we further certify that the statements and/or diagrams made on any paper or plans submitted here with are true to the best of my/our knowledge and belief that this application, attachments and application filing fees become part of the official public record of the Town of Melbourne Beach, Florida and are not returnable or refundable.

Under penalties of perjury, I/we declare that I/we have read the foregoing application and that to the best of my/our knowledge and belief the facts stated in the application are true.

Signature: Yorule 3	Date: 2-3-2022
Print Name: Gerald Balletti	Title: Partner
*Must sign in front of notary.	
State of Florida County of Brevard. The foregoing application is acknowledged before m this 3 day of 2022 by Grevold who is/are personally known to me, or who has/hav as identification.	Balleti
W. G. Bun - Berghod Signature of Notary Public, State of Florida	BROWN-BERGTOLD pilic - State of Florida sion # HH 012402 Expires Jun 18, 2024 Bonda Inro-gr Vational Notary Assn.
VII. <u>PROJECT DESCRIPTION:</u>	- minutes of
Describe Application: 2- Story addition	as well as new back
Porch,	
Provide attachment if more space is needed.	
Describe Existing Conditions: Existing Sin	gle Story Residence
Describe attacked at the same and a transfer of	

Provide attachment if more space is needed.



Hanus Residence

322 4th Ave. Melbourne Beach, FL 32951



gg:EMd <mark>77, 8 act</mark>ient Information:

Andrew and Michelle Hanus

Project Information:

322 4th Avenue Melbourne Beach,FL 32951

Lot 24 and the west 30 feet of lot 23

Parcel Number: 28-38-08-FY-27-4





Lot 24 and the west 30 feet of lot 23 Town of Melbourne Beach

Architect:

MelD Studio Architecture, LLC Project Manager: Gerald Balletti Architect of Record: Jeffrey K. Anderson, Architect 1542 Guava Ave. Unit A Melbourne, FL 32935 321-428-3869

Structural Engineer:

Armen Taroian PE 411 Palm Dr. #204 Glendale Ca. 91202 Ph. 818-935-3433

Project Narrative:

MeID Studio Architecture and the Hanus Family, proposes to renovate an existing residence as well as add a 2-story addition and new rear covered porch to the existing home. The existing 2 car garage is to remain. The new Living Square footage of the residence will be 3002 s.f.

50% Rule requiring drainage plan:

The homeowners acknowledge that this project will be far above the 50% value of the home cost of construction thus has provided the required drainage plan.

1542 GUAVA AVE., UNIT A,. MELBOURNE, FL 32935

321.428.3869



ARCHITECTURE

Their insurance stated the value of their existing structure at approximately \$250,000 dollars. The estimated construction cost for this renovation/ addition will be approximately \$300,000 dollars.

General Location:

On the North East Corner of Oak Street and Fourth Ave

General Lot Information:

Area (in acreage): 0.31

Area (in square feet): 13,541 square feet

Set Back Lines:

Front:

25'-0"

Side: (Inside):

15'-0"

Side: (outside): Rear: 25'-0" 25'-0"

Zoning Classification:

3RS Residential

Lot Dimension:

90.00' x 150.49' x 90.00' x 150.43'

General Project Information:

Proposed Use: 2 Story Residence

Number of Stories:

2 stories

Garage Spaces:

2 car garage

Building Height:

25'-8" (Max Allowable Height: 28'-0")

Lot Coverage:

Principal Lot Coverage:

26% (3,464 sq. ft.)

EXISTING RESIDENCE



A D	\sim $^{\perp}$	ITE	CTI	IRE
AK	(. H	⊢	(. I l	IK F

Existing a/c area (single story only):	1625 sq. ft.
Existing Garage:	450 sq. ft.
Existing Porch	24 sq. ft.
Total Existing:	2,099 sq. ft.

NEW ADDITION

New Conditioned First Floor:	312 sq. ft.
New Conditioned 2 nd Floor:	1039 sq. ft.
New Rear Porch:	493 sq. ft.
New increase in front porch:	78 sq. ft.
Total New Addition:	1,922 sq. ft,

Total Conditioned (After Construction): 2,976 sq. ft. Total Unconditioned (After Construction): 1002 sq. ft.

Total Square Footage (After Construction): 3,978 sq. ft.

Site Plan Review

Applicable Codes
Town of Melbourne Beach Land Development Code
2020 Florida Building Code

Date:

February 22, 2022

Owner:

HANUS, ANDREW; HANUS, MICHELLE

Owner Address:
Site Address:

322 FOURTH AVE MELBOURNE BEACH FL 322 FOURTH AVE MELBOURNE BEACH FL

Parcel ID:

28-38-08-FY-18-24

Zoning:

3RS

Proposed Project: Addition to a single-family dwelling. Drainage will be reviewed by Town Engineer as the addition and renovation is greater than 50% of the dwelling value.

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

Ordinance 2019-06

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

Staff Review: The property lies in Zoning District 3RS

- 1). Project is an addition to a single-family dwelling as a principle structure. Three palms will be relocated in the plans in order to provide drainage for the construction.
- 2). The Building Lot Zoning District requirements of min. lot area, width and depth. Lot area is 13,541 sq. ft. min. 10,000 sq. ft. Lot width is 90 ft. min. 90 ft. Lot depth is 150.46 ft. min. 100 ft.
- 3). Lot coverage has a maximum of 30% for principle structure.

 Lot coverage per plan is 21 % Footprint of Primary Structure is 2,864.7 sq. ft.

 Max allowed for Primary Structure is 4,062 sq. ft. for Lot Area of 13,541 sq. ft.

 Minimum pervious area per lot is 30%. Pervious area is 75.3%
- 4). Structure maximum height for zoning district is 28 ft. The proposed height provided is 24' 11 5/8". Flood Zone X

- 5). Zoning District Setback requirements
 Proposed Addition Front Setback 33.8 (min. 25 ft.)
 Proposed Addition West Corner Side Setback 29.4 (min. 25 ft.)
 Proposed Addition East Side Setback 15 (min. 15 ft.)
 Proposed Primary Structure Rear Setback 55.7 (min. 25 ft.)
- 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 Completion 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.

Robert Bitgood Building Official

322 FOURTH AVENUE

IMPERVIOUS Primary Structure Pool Decks	2,864.70	PERVIOUS Shed space Open areas Other	
Driveway Accessory Bldg	417.6	Jule.	
Concrete areas Pavers areas Other	63	TOTAL PERVIOUS	10,195.70
TOTAL IMPERVIOUS	3345.3		
		Lot Total Sq Footage	13,541
		TOTAL % PERVIOUS	0.75295

Site Plan Review

Applicable Codes
Town of Melbourne Beach Land Development Code
2020 Florida Building Code

Date:

February 3, 2022

Owner:

HANUS, ANDREW; HANUS, MICHELLE

Owner Address: Site Address:

322 FOURTH AVE MELBOURNE BEACH FL 322 FOURTH AVE MELBOURNE BEACH FL

Parcel ID:

28-38-08-FY-18-24

Zoning:

3RS

Proposed Project: An addition/modification to a single-family dwelling with a value greater than 50% of the appraised value.

Drainage of project to be reviewed by Town Engineer per 2019-06.

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

Ordinance 2019-06

Request: Review of submitted documents for compliance of Ordinance 2019-06.



B.S.E. CONSULTANTS, INC.

Consulting ~ Engineering ~ Land Surveying

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

> Hassan Kamal, P.E. Vice President

February 8, 2022

Via E-mail

Ms. Beth Crowell Town of Melbourne Beach 507 Ocean Avenue Melbourne Beach, FL 32951

E-mail address: building@melbournebeachfl.org

Site Plan Review – 322 Fourth Avenue Melbourne Beach – 1st Review Re:

B.S.E. File #11440.100.16

Dear Beth:

Our review of the above referenced site plan result in the following comments.

- 1) Drainage Report meets town code.
- 2) Plan Addition Option:
 - a. Add a narrow "rat-tail" swale to pickup western side lot house drainage and direct to the retention area.

OR

b. Add west side house gutters directing flow to the retention area.

We believe the building department can review the revised plan for one of these two options. Please forward a final copy for our file to use for the final inspection. These options were discussed with the engineer of record and the engineer of record will allow the owner to select.

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/rc

LEB 8.55 FMT: TS

11440.100.14 22-s5284.feb



FEB 14'22 PM4:09

February 9, 2022

Mr. Scott M. Glaubitz 312 South Harbor City Blvd, Ste. 4 Melbourne, FL 32901

On behalf of our client for the 322 Fourth Avenue Melbourne Beach project, I respectfully request your review and approval of the following comment responses for the project: B.S.E. File #11440.100.16. Thank you in advance for your time and efforts in reviewing the provided responses.

Comment 1: Drainage Report meets town code.

Response: Noted, thank you for your time in review.

Comment 2: Plan Addition Option:

a. Add a narrow "rat-tail" swale to pickup western side lot house drainage and direct to the retention area.

<u>OR</u>

b. Add west side house gutters directing flow to the retention area.

Response: Please see updated Note No. 8 to identify roof drain pick ups along Oak Street as well as the remaining existing roof. The updated plan has been included for approval, thank you!

Thank you for your time and help in navigating us through the development process for this project. If you have any questions, please don't hesitate to contact me at (321) 652-5316.

Sincerely,

Erin Trauger, P.E.

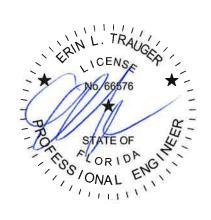
Principal Civil Engineer

STORMWATER CALCULATIONS

SUBMITTED TO:

Town of Melbourne Beach

REVISION DATE: 1-30-22



Erin Trauger, P.E. FL License No. 66576

322 4th Avenue Residence

I. Introduction

The goal of this report is to detail requirements of compliance of the stormwater treatment system for the proposed improvements. The proposed singe family residence improvements include an addition to an existing single-family house located at 322 4th Avenue in the Town of Melbourne Beach, Florida. The Brevard County Property Appraiser Aerial and Details have been included for reference.

II. Existing Conditions

There is currently a house on this lot with associated driveway improvements, there is a grass yard with moderate tree coverage. There is currently no stormwater drainage treatment on the lot as much of the lot drains toward Fourth Avenue and Oak Street.

III. Proposed Conditions

The proposed site improvements involve making additions to the preexisting single family house on the lot. A treatment swale is proposed mostly along the side and rear and partially on the front of the property to provide for stormwater treatment required on the lot. Stormwater runoff created by the impervious surface for this project will be collected on-site and directed as much as possible to two dry retention swales to treat the stormwater runoff. The 10 year 24 hour storm event was evaluated using the volume of the swales to verify volume sufficient to retain an 8" storm event.

IV. Required Stormwater Calculations

A complete summary report has been provided in the attachments to include volume calculations for the proposed stormwater system, ICPR stormwater modeling information for the 10 year 24 hour storm event and a MODRET recovery analysis to ensure the Town of Melbourne Beach stormwater requirements are met. Also included in attached calculations are the soils reports provided by KSM identifying the season high water table and the percolation text results for conditions at the property. The following considerations were included in the evaluation.

- 8" of runoff from a 10-yr/24 hour storm event was evaluated for the 0.31 acre drainage basin at 322 Fourth Ave (including the proposed improvements) using ICPR and the volume provided includes for zero discharge from the storm collection ponds for this storm event.
- Canaveral-Palm Beach-Urban land complex sand has been determined to be the soils mapped according to the Soils Survey Map of Brevard County which is reflect in the weighted average CN value using A soil values for grass.

 The Season High Water Table information is provided in the table below and the soils report completed by KSM Engineering and Testing is provided in the attachments for review.

Boring#	Natural Ground	Existing Ground Water Elevation	Estimated Wet Season Ground Water Table
P-1	9.2	5.9	6.2

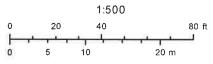
- The peak stage of the storm ponds remains below the top of bank.
- The pond bottom area is proposed to include removal of any organic build up under the ponds such that the horizontal and vertical percolation rate of 20 inches per hour is maintained. Based on the soils report these high percolations rates are in place and therefore the pond volume recovery will be less than 72 hours for the 8 inch storm event.

V. Summary

As presented in the details above it has been determined that the proposed dry retention stormwater treatment system satisfies the design requirements of the Town of Melbourne Beach for the 10 year 24 hour-8 inch storm event.

LOCATION INFORMATION







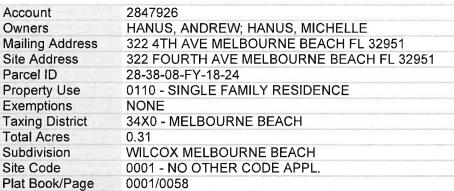


All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.



Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay PROPERTY DETAILS





Phone: (321) 264-6700

https://www.bcpao.us

WILCOX MELBOURNE BEACH LOT 24 & THE W 30 Land Description

FT OF LOT 23 BLK 18

VALUE SUMMARY

Category	2021	2020	2019
Market Value	\$355,310	\$327,360	\$325,190
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$355,310	\$327,360	\$325,190
Assessed Value School	\$355,310	\$327,360	\$325,190
Homestead Exemption	\$0	\$25,000	\$0
Additional Homestead	\$0	\$25,000	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$355,310	\$277,360	\$325,190
Taxable Value School	\$355,310	\$302,360	\$325,190

SALES/TRANSFERS

Date	Price	Туре	Instrument
12/29/2020	\$415,000	WD	8971/0554
03/22/2018	\$316,000	WD	8125/2393
10/17/2002	#	QC	4720/2129
02/28/1985	\$28,000	WD	2586/2646

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1989
Frame:	WOOD FRAME	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	1,534	Fireplace	1
Garage	456	Patio - Concrete	200
Open Porch	24		
Total Base Area	1,534		
Total Sub Area	2,014		

DATA AND CALCULATIONS

STORMWATER CALCULATIONS

Post-Development Drainage Basin Data: Type A Soils

0.08	mpervious Pervious
------	-----------------------

Elevation (Feet)	Area (Sq. Ft.)	Avg. Area (Sq. Ft.)	Volume (Cu. Ft.)	Sum. Volume (Cu. Ft.)
9.20	2,830		2,087	2,087
		2,087		
8.20	1,344		0	0

Interconnected Channel and Pond Routing Model (ICPR) @2002 Streamline Technologies, Inc.

POST DEVELOPMEMT 10 YEAR 24 HOUR Hanus Residence

0.00
000
0.60
12.08
2801
0.0050
9.20
9.18
24.08
10 YR
BASE
POST SINK

Residence
Hanus

Node: POST Type: SCS Unit Hydrograph CN Feaking Factor: 323.0 Storm Duration(hrs): 0.00 Time of Conc(min): 10.00 Time Shift(hrs): 0.00 May allowable O(cfs): 000000 000		0.000 Init Stage(ft): Warn Stage(ft):		fs): 0.000 Init Stage(ft): 6.200 Warn Stage(ft): 8.200		ON Group: BASE	
Uh323 0.000 0.310 54.00	0.00	Base Flow(cfs):	Area(ac) 0.0300 0.0650	Base Flow(cfs): 0.000 Area	Area(ac) 0.3100 0.3100	ION G	Discharge (cfs) 0.19 0.16
Name: BASIN Group: BASE Unit Hydrograph: Rainfall File: Rainfall Amount(in): Area (ac): Curve Number:	DO Nodes	Name: POST Group: BASE Type: Stage/Area	Stage (ft) 8.200 9.200	Name: SINK Group: BASE Type: Stage/Area	Stage (ft) 6.200	== Operating Tables Name: INFILTRAT Type: Rating Cu Function: Time vs. 1	Time (hrs) I 0.00 1.00 9.66

HOUR	
24	
YEAR	
10	
DEVELOPMEMT	Residence
POST	Hanus

Count: 1 Flow: Both		Hydrology Simulations				==== Routing Simulations	
e: POST	ELEV OFF (ft) 0.000 0.000 0.000 0.000						Name: 10 YR Hydrology Sim: 10 YR 24 HR Filename: F:\ICPR_SFR\10 YR.132
From Node: POST To Node: SINK	ELEV ON (ft) 0.000 0.000 0.000 0.000		Name: 10 YR 24 HR Filename: F:\ICPR_SFR\10 YR 24 HR.R32	Q 70 _			Hydrolog .0 YR.132
INFILTRATION BASE	TABLE INFILTRATION	Simulations	10 YR 24 HR F:\ICPR_SFR\1	Override Defaults: Yes Storm Duration(hrs): 24.00 Rainfall File: Flmod Rainfall Amount(in): 8.00	Print Inc(min)	imulations ====	10 YR F:\ICPR_SFR\1
Name: Group:	李 李 李 仁 公 W D	==== Hydrology	Name: Filename:	Override Storm Dura Rain: Rainfall Ar	Time (hrs)	==== Routing S:	Name: Filename:

	Patch: No	Delta Z Factor: 0.00500 End Time(hrs): 30.00 Max Calc Time(sec): 60.0000 Boundary Flows:	•
Filename: F:\ICPR_SFR\10 YR.I32	s Restart: No	Max Delta Z(ft): 1.00 Time Step Optimizer: 10.000 Start Time(hrs): 0.000 Min Calc Time(sec): 0.5000 Boundary Stages:	
Filename: F:	Execute: Yes Alternative: No	Max Delta Z(ft): Time Step Optimizer: Start Time(hrs): Min Calc Time(sec): Boundary Stages:	

000			
15.0	Run	į	V O
30.000	Group		RASE
	30,000 15,000		

MODRET

SUMMARY OF UNSATURATED & SATURATED INPUT PARAMETERS

PROJECT NAME: 322 4th Ave

POLLUTION VOLUME RUNOFF DATA USED

UNSATURATED ANALYSIS EXCLUDED

Pond Bottom Area	1,341.00 ft²
Pond Volume between Bottom & DHWL	2,085.00 ft ³
Pond Length to Width Ratio (L/W)	5.00
Elevation of Effective Aquifer Base	0.00 ft
Elevation of Seasonal High Groundwater Table	6.20 ft
Elevation of Starting Water Level	8.20 ft
Elevation of Pond Bottom	8.20 ft
Design High Water Level Elevation	9.20 ft
Avg. Effective Storage Coefficient of Soil for Unsaturated Analysis	0.11
Unsaturated Vertical Hydraulic Conductivity	40.00 ft/d
Factor of Safety	2.00
Saturated Horizontal Hydraulic Conductivity	40.00 ft/d
Avg. Effective Storage Coefficient of Soil for Saturated Analysis	0.11
Avg. Effective Storage Coefficient of Pond/Exfiltration Trench	1.00

Hydraulic Control Features:

Groundwater Control Features - Y/N

Distance to Edge of Pond Elevation of Water Level

Impervious Barrier - Y/N

Elevation of Barrier Bottom

Тор	Bottom	Left	Right
N	N	N	N
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
N	N	N	N
0.00	0.00	0.00	0.00

Analysis Date: 1/30/2022

MODRET

TIME - RUNOFF INPUT DATA

PROJECT NAME: 322 4TH AVE

STRESS PERIOD NUMBER	PERIOD OF TIME						
Unsat	0.00	0.00					
1	1.00	2,085.00					
2	8.88	0.00					
3	8.88	0.00					
4	8.88	0.00					
5	8.88	0.00					
6	8.88	0.00					
7	8.88	0.00					
8	8.88	0.00					
9	8.88	0.00					

Analysis Date: 1/30/2022

MODRET

SUMMARY OF RESULTS

PROJECT NAME: 322 4th Ave

CUMULATIVE TIME (hrs)	WATER ELEVATION (feet)	INSTANTANEOUS INFILTRATION RATE (cfs)	AVERAGE INFILTRATION RATE (cfs)	CUMULATIVE OVERFLOW (ft³)
00.00 - 0.00	6.200	0.000 *		
			0.00000	
0.00	6.200	0.19072		
			0.17733	
1.00	8.894	0.16394		0.00
			0.04509	
9.88	8.203	0.03448	0.00004	0.00
0.04	0.200	20100	0.02386	0.00
9.94	8.200	0.01985	0.01502	0.00
27.63	7.595	0.01371	0.01583	0.00
27.03	7.535	0.013/1	0.01159	0.00
36.50	7.417	0.01029	0.01155	0.00
30,00	,,,,,,,	0101023	0.00899	0100
45.38	7.279	0.00811	0.00000	0.00
			0.00723	
54.25	7.168	0.00659		0.00
			0.00595	
63.13	7.077	0.00548		0.00
			0.00500	
72.00	7.001			0.00

Maximum Water Elevation: 8.894 feet @ 1.00 hours

* Time increment when there is no runoff Maximum Infiltration Rate: 7.348 ft/day

Analysis Date: 1/30/2022

Recovery @ 9.944 hours

SOILS REPORT AND MAP INFORMATION

Headquarters 723 Progress Way Sanford, FL. 32771



Mailing P.O. Box 78-1377 Sebastian, FL. 32978 Phone: 772-589-0712

C.A. # 5693

KSMengineering.net

Michelle Hanus 322 Fourth Avenue Melbourne Beach, FL 32951 December 28, 2021

Re:

322 Fourth Avenue

Melbourne Beach, Florida KSM Project #: 217705-p

Dear Mrs. Hanus:

As requested, KSM performed a site investigation at the proposed site. The tests and observations noted in this report were performed to evaluate the drainage characteristics of the soils discovered the test location.

Usual Open-Hole Test (in-field) - At the test location, an in-field permeability test was performed in general conformance with the South Florida Water Management District described procedures for the 'Usual Open-Hole Test' method. The results of the in-field test can be found in Table 1:

Table 1 - Usual Open-Hole Test Results							
Test Location (See Location Plan)	Hydraulic Conductivity (CFS/SF- Ft Head)						
P-1	6.0 x 10 ⁻⁴						

NOTES:

- 1) The above hydraulic conductivity values are for a French drain installed to the same depth as the borehole tests. The designer should apply the appropriate factor of safety.
- 2) A hole diameter of 3" was used in the computation of the Hydraulic Conductivity values presented in the above table.

Constant Head Permeability Test (in-lab) - The horizontal and vertical permeability flow rates were determined by excavating a test pit adjacent to the soil profile and obtaining undisturbed shelby tube samples. We then performed constant head permeability tests on the field samples in our laboratory in general accordance with ASTM D 2434. Table 2 indicates the horizontal and vertical flow rates for the test location.

Table 2 - Constant Head Permeability Results (ASTM D2434)									
Test Location (See Location Plan)	Horizontal Flow Rate (in/hr)	Vertical Flow Rate (in/hr)	Layer Depth (in)						
	22.3	20.8	0-36						
P-1	I Place	23.8	36-48						
		29.2	48-60						

322 Fourth Avenue Melbourne Beach, Florida KSM Project #: 217705-b



<u>Estimated Normal Wet Season & Dry Season Water Table</u> – Table 3 indicates the observed water table and our estimated normal wet season water table and normal dry season water table for the test location. This estimate is based upon our interpretation of existing site conditions and a review of the USDA Soil Survey for Brevard, Florida.

The majority of the site soils are mapped as 25—Canaveral-Palm Beach- Urban Land Complex, according to the Soil Survey Map of Brevard County, Florida.

Table 3 - Water Table Observations								
Test Location (See Location Plan)	Observed Water Table	Estimated Wet Season Water Table	Estimated Dry Season Water Table					
P-1, PB-1	40" Below Grade	36" Below Grade	72" Below Grade					

<u>Porosity</u> – The material we encountered in the field was fine-grained sand which was loose in density so a value of 0.37 can be used as an estimated porosity value.

This estimate is based upon our interpretation of discovered subsurface conditions and our experience with the porosity of similar materials. If the in situ field porosity of any layer is required, please contact our office for a further investigation.

No. 91598

If you have any questions, please feel free to contact the office.

Respectfully,

Cody C. Clawson, P.E. Geotechnical Engineer Florida Lic. No. 91598 12/30/2021

CCC

Email to: michellehanus@gmail.com

KSM Engineering & Testing P.O. Box 78-1377 Sebastian, FL 32978

Tel: (772)-589-0712 Fax: (772)-589-6469

BORING NUMBER PB-1 PAGE 1 OF 1

CLIENT Michelle Hanus			PROJECT NAME 322 Fourth Avenue								
PROJ	PROJECT NUMBER 217705-b			PROJECT LOCATION Melbourne Beach, Florida							
DATE	STAF	RTED 12/29/21 COMPLETED 12/29/21	GROUND ELEVATION HOLE SIZE _inches								
DRILL	ING C	CONTRACTOR	GROUND	WATER	LEVE	LS:					
DRILL	ING N	METHOD Split Spoon Sample	$\overline{igstyle}$ at	TIME OF	- DRILI	_ING3.3	3 ft				
LOGG	ED B	Y PM/SH/NV CHECKED BY CCC	AT	END OF	DRILL	ING					
NOTE	S _Se	e Attached Location Plan	AF	TER DRI	LLING						
O DEPTH	GRAPHIC LOG	MATERIAL DESCRIPTION	٥	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	20 40 PL 20 40 FINES C 20 40	MC 60 60	80 LL 80 IT (%) 🗆
5	。 O	Orangish Gray Sand									
	V-1-1-1	Bottom of borehole at 6.0 feet.								- 1	P

GEOTECH BH PLOTS - GINT STD US LAB.GDT - 12/30/21 08:07 - KIKSM FILESI21 DOCS (KSM-SERVER)/217705ISOIL INVESTIGATION/217705-B.GP.J

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BORING NUMBER B-1
PAGE 1 OF 1

	CLIEN	NT Mi	ichelle Hanus	PROJECT LOCATION _Melbourne Beach, Florida										
			IUMBER _217705-b											
			TED 10/7/21 COMPLETED 10/7/21											
			ONTRACTOR	GROUND WATER LEVELS:										
	DRILL	ING M	TETHOD Split Spoon Sample											
	LOGG	SED BY	Y PM/SH/NV CHECKED BY CCC	AT END OF DRILLING										
	NOTE	S _Se	e Attached Location Plan	AFTER DR	ILLING				V.					
				Щ	%		-	_8	▲ SPT	N VALU	E 🛦			
	Ξ	ا <u>۽ ڀ</u> ا		58	₹ €	× S (ii)	E I	≥ _	20 4 PL	0 60 MC	80 LL			
	DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN, (tsf)	UNIT WT.	20 4	60	-1			
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	0		Crow Sand with Same Clay	- 0,						0 60				
			Gray Sand with Some Clay	\ /	-	244					nijaara			
-	e 74	_12	Gray Sand	X ss		2-1-1 (2)			^					
			ora, oana	1	7	1-2-2	}							
ł	 5			X ss	4	(4)			^	Ĭ	1			
	3	° °	Gray Sand with Some Shell	√ ss	1	1-2-5			\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\					
3.GPJ		. 0		N 33	-	(7)	-		1	·····	10			
7705-		0		√ ss	7	5-3-3								
NV21		0,			-	(6)	-							
BATIC	10	· ()		X ss		4-6-9 (15)			\					
ESTI		0		7.	1	(10)								
N N		. 0									a dan a			
5150)								eneralijen				
21770			Gray Sand with Some Shell and Cemented Sand	\ ss	1	8-8-10			- L					
VER.)	15		Bottom of borehole at 15.0 feet.	M		(18)			3 1		-			
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STD														
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OTS-														
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GEOTECH BH PLOTS - GINT STD US LAB.GDT - 10/12/21 13:05 - K:KSM FILES/21 DOCS (KSM-SERVER)/217705/SOIL INVESTIGATION/217705-B.GPJ														

KSM Engineering & Testing P.O. Box 78-1377 Sebastian, FL 32978 Tel: (772)-589-0712 Fax: (772)-589-6469

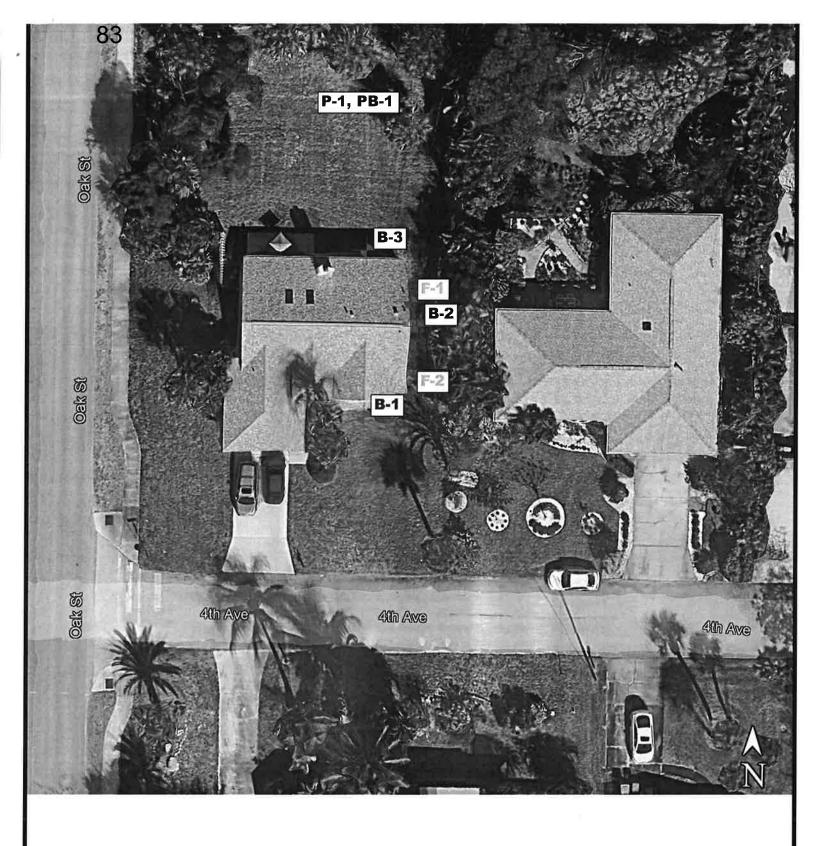
BORING NUMBER B-2 PAGE 1 OF 1

	PROJECT NUMBER 217705-b						GROUND ELEVATION HOLE SIZE inches										
	DRILLING CONTRACTOR																
	DRILLING METHOD Split Spoon Sample LOGGED BY PM/SH/NV CHECKED BY CCC																
					-												
								111			Ϊ.		•	SPT N	VALUI	E A	
	O DEPTH (ft)	GRAPHIC LOG		MATERIAL	. DESCRIPTION			SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	20 P 1 20 □ FINI 20	40 L N 40	60 60 NTEN	80 LL -1 -80 Γ (%) □	
			Gray Sand										70.5		- 1		
								X ss		1-2-2 (4)			. 3		2		
		- 0	Crow Sand with	h Cama Chall				1									
		° 0	Gray Sand wit	ii Suine Shell				X ss		3-3-3 (6)			\rightarrow		<u>İ</u>		
	5	0	፟				_	ss		3-3-4				1			
B.GPJ		0					Ł	$\sqrt{33}$		(7)			T				
7705-		, O						ss		2 - 3-3 (6)			A	-	- 6		
ONIZ		Ø 0					K	1					\ <u>.</u>				
IGATI	10	°						X ss		3-5-7 (12)							
WEST) ,											} <u>:</u>				
100		۰0											····/		*****		
OCS (KSM-SERVER)/217705\SOIL INVESTIGATION/217705-B.GPJ			Gray Sand witl	h Some Shell a	ind Cemented Sand	t		. /		7-8-15			1				
R)/21	15						/	X ss		(23)			•			İ	
ERVE				Bottom of b	orehole at 15.0 feet	t.											
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GEOTECH BH PLOTS - GINT STD US LAB.GDT - 10/12/21 13:05 - K.KSM FILES\21 D																	

KSM Engineering & Testing P.O. Box 78-1377 Sebastian, FL 32978 Tel: (772)-589-0712 Fax: (772)-589-6469

BORING NUMBER B-3
PAGE 1 OF 1

-	CLIEN	NT <u>Mi</u>	ichelle Hanus P	PROJECT NAME 322 Fourth Avenue									
- 1	PROJECT NUMBER _217705-b DATE STARTED _10/7/21			GROUND ELEVATION HOLE SIZE inches GROUND WATER LEVELS:									
- 1													
- 1													
- 1			ee Attached Location Plan	AT END OF DRILLING AFTER DRILLING									
ļ.	1012	0_00	e / ttaoned Education Fran			1							
	O DEPTH	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT.	A SPT N VALUE A 20 40 60 80 PL MC LL 20 40 60 80 □ FINES CONTENT (%) □ 20 40 60 80				
			Gray Sand	X ss		1-2-2							
	10			M 33	1	(4)							
-	e e			ss		3-3-3 (6)			A. J				
	5		☑ Gray Sand with Traces of Shell		4	3-4-3							
GP.	3	۰ ٥	eray cana man massas er enem	X ss		(7)			- ↑				
OCS (KSM-SERVER)/217705/SOIL INVESTIGATION/217705-B.GPJ	1	0		√ ss		3-2-2							
N/217	Ī	, 0		V oo	-	(4)			1				
SATIO	10	· 0		ss		4-5-6 (11)							
ESTIC	-	, ()		V. V.		(11)			\.iiii				
- IN	-	。 。 O							\				
02150	- 4		Gray Sand with Traces of Shell and Cemented Sand Fragme	ents									
17177	46		ora, cana mana orang ana cana magina	ss		8-9-10 (19)							
RVER	15	4 4	Bottom of borehole at 15.0 feet.	V V		(13)	L	1					
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GEOTECH BH PLOTS - GINT STD US LAB.GDT - 10/12/21 13:05 - K:\KSM FILES\21 D													





LOCATION OF SOIL TESTING

PROJECT: 322 Fourth Avenue, Melbourne Beach, Florida

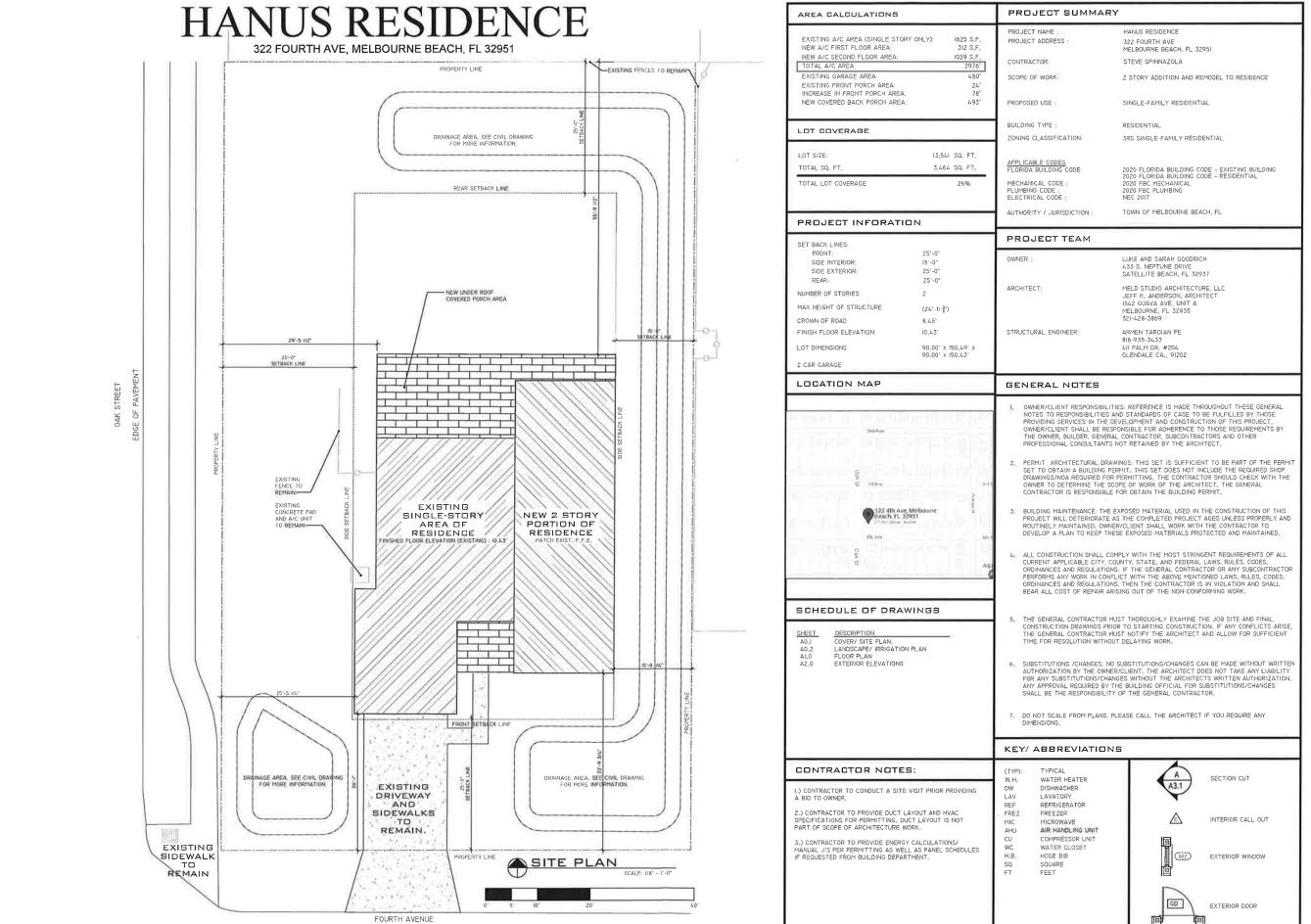
SHEET 1 OF 1 PERMIT #:

PROJECT #: 217705-p



DRAWN BY: C.V.
DESIGNED BY: C.C.C.

DATE: 20211012 SCALE: NONE



ARCHITECTURE

1642 GUAVA AVE SUITE A MELBOURNE FL 32935 3 2 1 4 2 8 3 8 8 8

R-2021-16 DRAWN: JB

CHECKED: JB □so. 000

□810 **□**PERMIT CD

Δ



F. HANUS RESIDENCE RENOVATION FOURTH AVE. MELBOURNE BEACH,



SHEET TITLE COVER SHEET AND **ARCHITECTURAL** SITE PLAN

SHEET NUMBER

studio

ARCHITECTURE

1542 GUAVA AVE SUITE A MELBOURNE, FL 32935 3 2 1 4 2 6 J 8 6 R

JOB #: R-2021-16 DRAWN: JB

CHECKED: JB

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HANUS RESIDENCE RENOVATION 322 FOURTH AVE. MELBOURNE BEACH, FL.

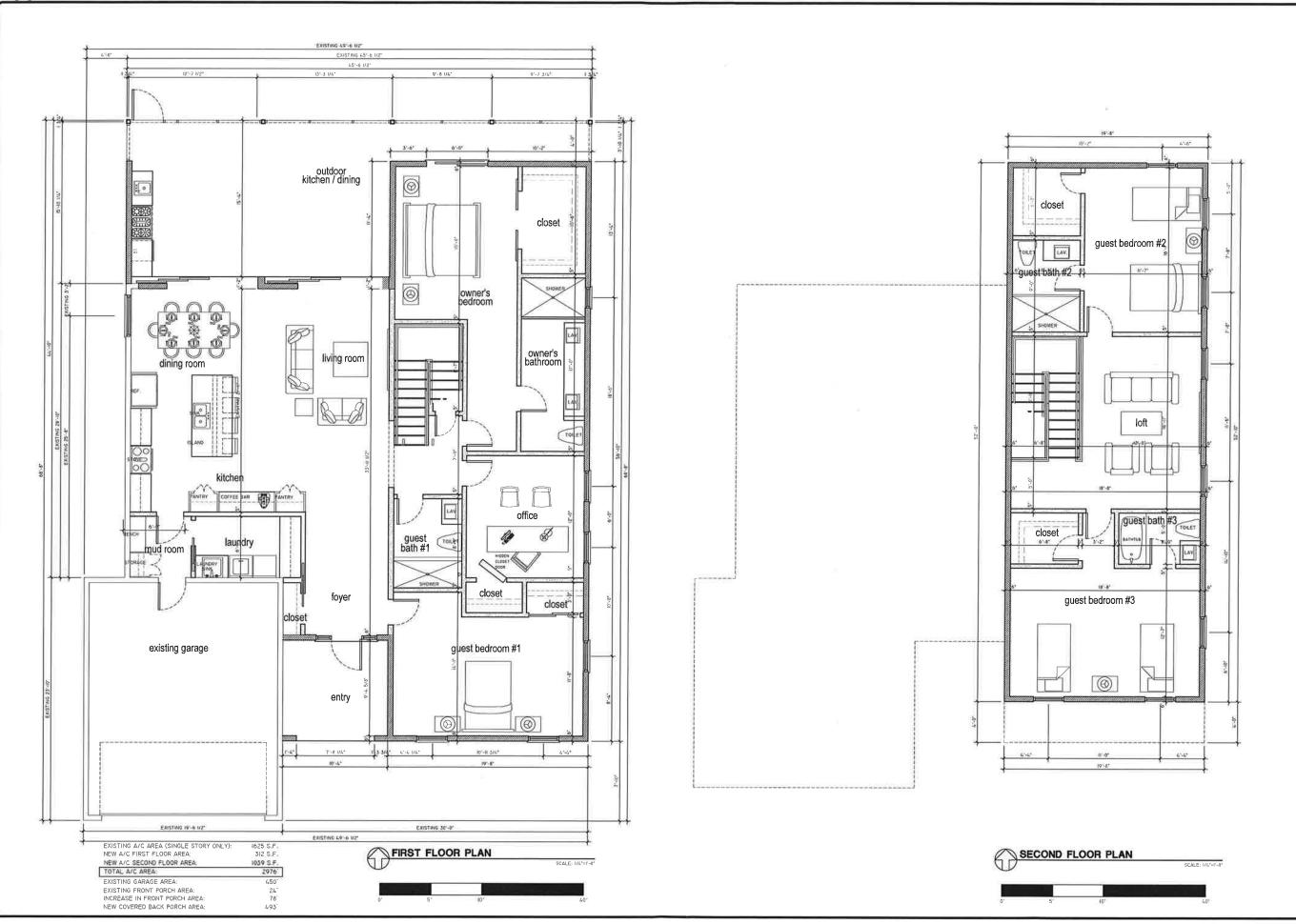


SHEET TITLE

LANDSCAPE/ IRRIGATION PLAN

SHEET NUMBER

A0.2





MELGOURNE FL 12935 3 2 1 4 2 8 3 8 6 9

R-2021-16 DRAWN: JB CHECKED: JB Dep

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32951 HANUS RESIDENCE RENOVATION 322 FOURTH AVE. MELBOURNE BEACH, FL.

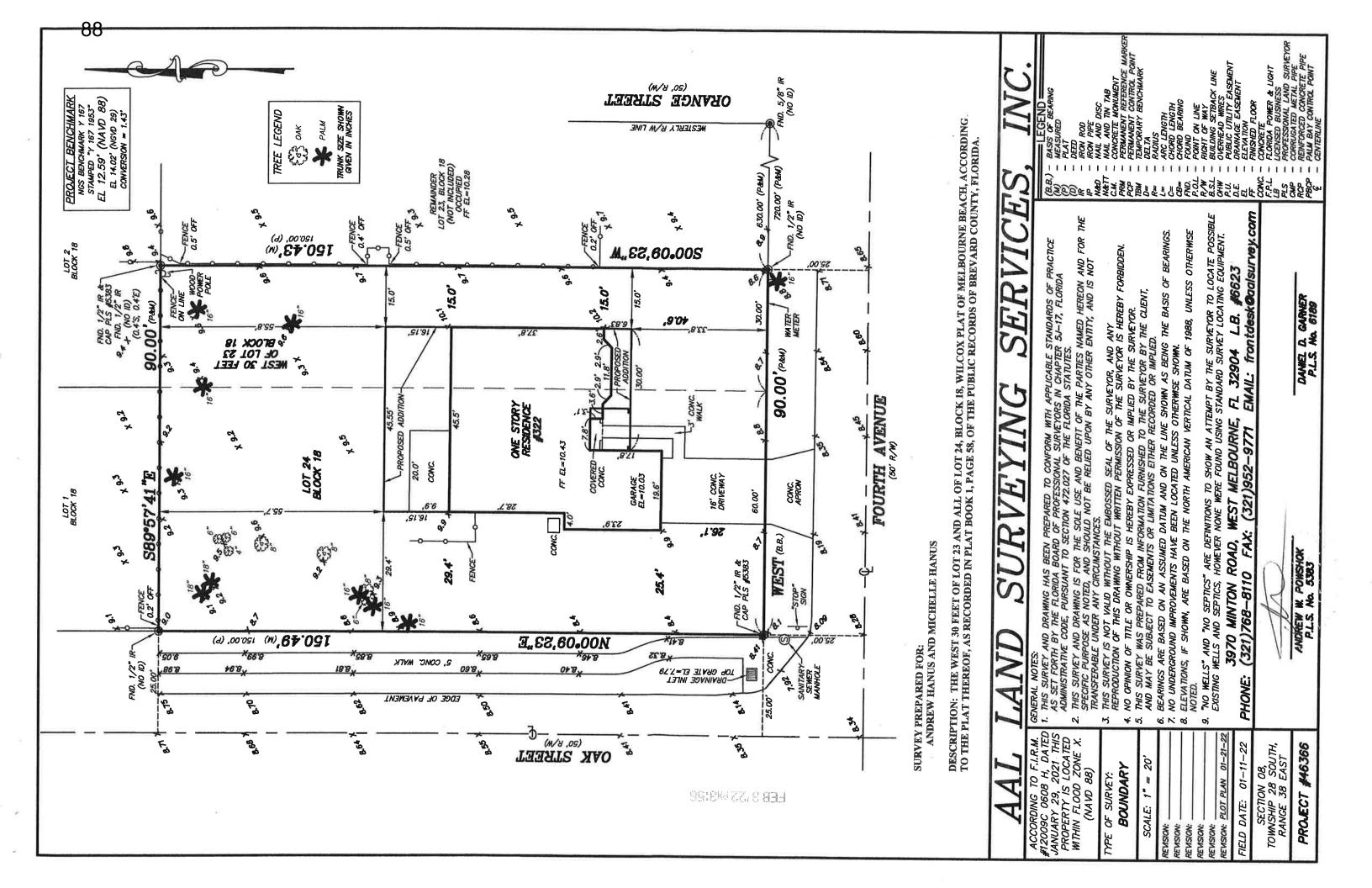


FLOOR PLANS

SHEET NUMBER

A1.0







TOWN OF MELBOURNE BEACH DEVELOPMENT APPLICATION

I. SUBMITTAL REQUIREMENTS:

- 1. Fees per current schedule.
- 2. Deed to property.
- 3. Pre-Application meeting is mandatory. Contact the Building Official or Building Clerk to submit information required and to schedule a pre-application meeting.
- 4. Application deadlines are determined annually by the Boards and will be provided at the pre-application meeting.
- 5. All applicants must complete pages 1-3 and the section(s) as applicable to the request (refer to section II. below). All materials listed in the applicable sections must be provided, and fees paid.

II.		REQUEST:		
		Land Use Plan Amendment		Rezoning
		Special Exception		Coastal Construction Variance
		Variance		Appeal (Application must be filed within 30 days
		Site Plan Review Single Family (1RS, 2RS, 3RS)		Site Plan Review Multifamily (4RM, 5RMO)
		Site Plan Review Commercial (6B, 7C, 8B, 9I)		Amendment to the Land Development Code
				Other (specify)
Ш.		PROPERTY INFORMATION:		
Gei	nera	I Location: River Colony West Section		
Add	res	s: 504 Riverside Dr, Melbourne Beach 32	951	İ
Par	cel	Number(s): 28-38-06-79-K-3		
Are	a (ii	n acreage): Area (i	n sq	uare feet):
Cur	ren	t Zoning: Propos	ed Z	oning:
Cur	ren	t Future Land Use: Propos	ed F	uture Land Use:
Brie	ef De	escription of Application: Site plan review for existing residential	bui sing	lding 2nd story addition onto gle-family home
Dat	e of	Mandatory Pre-Application Meeting (attach me	etin	g minutes if applicable): 2/1/22

IV. APPLICANT INFORMATION:	
Property Owner	
Name: Lori D Bradstreet	Phone: (321) 403-4309
Address: 504 Riverside Drive	Fax:
Melbourne Beach FL 32951	Email: lori03212@aol.com
Applicant (if other than property owner)	
Name: Limoge Construction LLC	Phone: (321) 610-1622
Address: 2825 Buisness Center Blvd C-4	Fax: (321) 426-7754
Melbourne FI 32940	Email: hallton@limogeconstruction.com
*	
V. OWNER AUTHORIZATION:*	
The undersigned hereby affirms the following:	
	act purchaser (circle one) of the property described in this
application.2. That I/we have read and understands the entire	e application and conques with the request
	epresent the application, and empowers the Applicant to
Signature: Bul Mustrut	Date: 1/5/22
Print Name: Lori D Bradstreet	Title: Owner
*Must sign in front of notary.	
State of Florida	
County of Brevard. The foregoing application is acknowledged before me	a
this 5 day of knuch, 2022 by LORI Bra	dstreet
who is/ are personally known to me, or who has/ have as identification.	e produced
Signature of Notary Public, State of Florida	Heather Allton Comm #GG987795 Expires: Sept. 5, 2024 Bonded Thru Aaron Notary

VI. APPLICANT CERTIFICATION:*

I/we affirm and certify that I/we understand and will comply with the land development regulations of the Town of Melbourne Beach, Horida. I/we further certify that the application and support documents are fully complete and comply with the requirements of the land development regulations of the Town of Melbourne Beach, Horida. I/we further certify that the statements and/or diagrams made on any paper or plans submitted here with are true to the best of my/our knowledge and belief that this application, attachments and application filing fees become part of the official public record of the Town of Melbourne Beach, Horida and are not returnable or refundable.

Under penalties of perjury, I/we declare that I/we have read the foregoing application and that to the best of

my/our knowledge and belief the facts stated in the application are true. Sgnature: Date: 01-04-2022 Print Name: Geoffrey Title: President *Must sign in front of notary. State of Florida County of Brevard. The foregoing application is acknowledged before me this 04 day of January , 2022 , by Geoffrey A. Limoge who is/ are personally known to me, or who has/ have produced as identification. Heather Aliton Comm #GG987795 Expires: Sept. 5. 2024 Bonded Thru Aaron Notary VII. PROJECT DESCRIPTION: Describe Application: Site plan review for building 2nd story addition onto existing residential single-family home Provide attachment if more space is needed.

Provide attachment if more space is needed.

Describe Existing Conditions:

Universal Property & Casualty Insurance Company, A Stock Company

c/o Evolution Risk Advisors, Inc. 1110 W. Commercial Blvd Fort Lauderdale, FL 33309 Homeowners

Declaration Effective 12/22/2021



AMENDED: Coverage(s)

THIS IS NOT A BILL

For Policy or Claims Questions Contact Your Agent Listed Below

Policy Number	FROM	Policy Period TO	[MORTGAGEE BILLED]	Agent Code
1501-2005-2709	08/14/2021	08/14/2022	12:01 AM Standard Time	9C12

Named Insured and Address

Lori D Bradstreet 504 Riverside Dr Melbourne Beach, FL 32951 (321) 403-4309

Agent Name and Address

The Insurance Center of Central Florida 3760 W Eau Gallie Blvd #104 Melbourne, FL 32934 (321) 255-0986

Insured Location

504 RIVERSIDE DR MELBOURNE BEACH, FL 32951 BREVARD COUNTY

			Pre	mium Summa	ary ——				
Basic Covera Premium	0	ndorsements emium	Assessments / S	Surcharges M	GA Fees/Policy	Fees (Includ		licy Prem sments &	ium Surcharges)
\$6,509.00	(\$4,	806.00)	\$1,863.00		\$1,863.00 \$27.00 \$3,593.0		00 \$3,593.00		
			Rat	ing Informati	on —				
Form	Construction	Year	Townhouse/ Rowhouse	Number of Families	Occupied	Protection Class	Terri	tory	BCEG
НОЗ	Masonry	1963	N	1	Υ	3	5	7	99
		Dwelling	Pr	ersonal Property	ı	Protec	tive Device	e Credits:	
Cou	nty	Replacement C		eplacement Cos		Burglar	Fire	Sprink	ler
Brev	ard	Υ		Υ		N	N	N	

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. For renewals: If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will expire.

Insurance is provided only with respect to the following coverages for which a limit of liability is specified, subject to all the conditions of this policy.

COVERAGES - SECTION I	LIMITS	PREMIUMS	COVERAGES - SECTION II	LIMITS	PREMIUMS
Coverage A - Dwelling	\$475,000	\$6,509.00	Coverage E - Personal Liability	\$300,000	\$18.00
Coverage B - Other Structure	\$47,500	, , , , , , , , , , , , , , , , , , , ,	Coverage F - Medical Payments	\$1,000	\$0.00
Coverage C - Personal Property	\$237,500				
Coverage D - Loss of Use	\$95,000				
Coverage D - Loss of Use	\$95,000		C. C	To the second second	

NOTE:

The portion of your premium for hurricane coverage is: \$1,020.69 The portion of your premium for all other coverages is: \$2,572.31

Section I Coverages Subject to a 2.0% of Coverage A - \$9,500 Hurricane Deductible Per Calendar Year.

Section I Coverages Subject to \$2,500 All Other Perils (Non-Hurricane, Non-Sinkhole) Deductible Per Loss.

The Ordinance or Law Coverage amount is 25% of Coverage A - \$118,750

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

Flood coverage is not provided by Universal Property & Casualty Insurance Company and is not part of this policy.

The Insurance Center of Central Florida

Countersignature

Date

Chief Executive Officer





Limoge Construction LLC

Geoffrey Limoge, President 2825 Business Center Blvd #C-4 Melbourne, FL 32940

321-610-1622 / cell: 321-507-8260

Email: glimoge@limogeconstruction.com

	Proposal for: Lori Bradstre	et		
Str	eet Address: 504 Riverside Dr.			
	Melbourne Beach	Date:	15-D	ec-21
	32951	Phone:	(321) 4	03-4309
En	nail address: lori03212@aol.com	 Phone:		
	SCOI	PE OF WORK		ii in in in in in in in in in in in in i
SFH	Residential Addition			PRICING
	2nd Story master bedroom and deck as follows:			
	Provide all necessary permits and architectural plans	as agreed upon by Owner and	-	
	Contractor, each of which will sign off on plans in all a			
-	ncluded in scope - dig out around house seal and inst		-	
1	West sides.			
3 /	All interior and exterior finishes to be selected and ap	oproved by both Owner and Contracto	or.	
4 F	Remove windows in stairwell, relocate and re-use as i	is possible. Repair all interior walls		
ā	as needed.			
1	Allowances:			
	Toilet \$300.00			
-440	Tub fixtures \$600.00			
	Shower fixtures \$1,200.00			
-				
1100	/anities & tops \$4,200.00			
,E	Floors and tile \$6.00/ft. for material			
5 A	All new interior doors to match 1st floor existing.		***************************************	
6 R	Recessed light fixtures supplied and installed by Contr	ractor; hanging & wall fixtures		
S	upplied by Owner, installed by Contractor.			
Т	OTAL			\$ 220,000.00
-				Ψ ΕΕΘ,000.00



		_		
		-		
		14-00-00		
		-	_	
		_		
-	TOTAL Proposal Cost:		\$	220,000
	TOTAL Proposal Cost: PAYMENT SCHEDULE AS FOLLOWS:	nt dust	\$	220,000
energy en en en en en en en en en en en en en	PAYMENT SCHEDULE AS FOLLOWS:	eldus (cet)	\$	220,000
	PAYMENT SCHEDULE AS FOLLOWS: Time/Phase of project Partial deposit for materials PAID	\$	\$	a de speciente de se al como d
eposit	PAYMENT SCHEDULE AS FOLLOWS: Time/Phase of project Partial deposit for materials PAID	\$	\$	15,000.00
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eposit eposit One	PAYMENT SCHEDULE AS FOLLOWS: Time/Phase of project Partial deposit for materials Balance of materials deposit at start of job	\$	\$	15,000.00 73,000.00 32,000.00
Pmt # eposit eposit One Two	PAYMENT SCHEDULE AS FOLLOWS: Time/Phase of project Partial deposit for materials Balance of materials deposit To 50,000 Bol 13,000 at start of job at framing complete, roof dry-in complete	\$	\$	15,000.00 73,000.00 32,000.00 30,000.00
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eposit eposit One Two Three Four	PAYMENT SCHEDULE AS FOLLOWS: Time/Phase of project Partial deposit for materials Balance of materials deposit at start of job at framing complete, roof dry-in complete at Mechanical, Electric & Plumbing rough in complete	\$ \$ \$	\$	15,000.00 73,000.00 32,000.00 30,000.00 20,000.00
eposit eposit One Two Three Four	PAYMENT SCHEDULE AS FOLLOWS: Time/Phase of project Partial deposit for materials Balance of materials deposit at start of job at framing complete, roof dry-in complete at Mechanical, Electric & Plumbing rough in complete at drywall and tile complete	\$ \$ \$ \$	\$	15,000.00 73,000.00 32,000.00 30,000.00 20,000.00
eposit eposit One Two Three Four	PAYMENT SCHEDULE AS FOLLOWS: Time/Phase of project Partial deposit for materials Balance of materials deposit at start of job at framing complete, roof dry-in complete at Mechanical, Electric & Plumbing rough in complete at drywall and tile complete	\$ \$ \$ \$	\$	220,000 15,000.00 73,000.00 32,000.00 30,000.00 20,000.00



Town of Melbourne Beach

February 08, 2022

RE: 504 Riverside Drive

I certify that construction of the proposed addition at 504 Riverside Dr. will not result in any removal of trees or shrubbery on or about the property.

Geoffrey Limoge, President

Limoge Construction LLC

LEB 3,55 PMT:08

2825 BUSINESS CENTER BLVD C-4, MELBOURNE FL 32937, (321) 610-1622

glimoge@limogeconstruction.com (321) 507-8260 www.limogeconstruction.com

Melbourne Beach Building Department

From: Corey OGorman <corey@placepnd.com>

Sent: Thursday, February 10, 2022 10:33 AM **To:** Melbourne Beach Building Department

Subject: 2nd Floor Home Addition / Floor Elevation

Good morning Beth,

This email is provided in follow-up from our conversation yesterday regarding an existing home with a current finish floor elevation at 14" above the crown of the adjacent roadway, the proposal to construct a 2nd floor addition, and the code requirement for finish floor elevations to be at 18" above the crown of the adjoining roadway. I have reviewed the Town Land Development Code and found the following:

- Code Section 7A-55(a) states that all buildings shall be constructed with the lowest finish floor level at least 18 inches above the crown of the highest street perpendicular to the foundation to which the property abuts.
- Section 7A-55(b) states that all buildings shall be elevated as required by federal, state and local elevations, and
 that the greatest of the minimum elevations stipulated by any governmental agencies with jurisdiction shall be
 required, that in the absence of higher federal or state elevations, the Town of Melbourne Beach requires a
 minimum building elevation of 18 inches above the crown of the road.

In regard to the above, inasmuch as the finish floor elevation of the existing house does not comply with the 18" requirement, assuming that there are no higher federal or state elevations and that the home was properly permitted and met the code requirements at the time, floor elevation would be considered legally nonconforming. Section 7A-83, Nonconforming Structures allows nonconforming structures to continue subject to the following provisions:

- No structure may be enlarged or altered in any way which increases any nonconformity.
- Any structure may be altered to reduce the nonconformity.
- If the structure is destroyed by any means to the extent of more than 50% of the appraised value, it shall not be reconstructed except in conformity with the code.
- Should the structure be moved, it shall conform with the code after it is moved.

Other code provisions include value thresholds for improvements to existing structures which trigger other improvements. Section 3A requires compliance with storm drainage standards if the value of renovations exceed 50% of the value of the home, and Section 4A requires compliance with flood elevation requirements if the value of improvements or renovations exceed 50% of the market value of the existing building.

Based on the above, if there is no state or federal requirement that mandates the floor elevation to be increased due to the value of improvements, then the existing finished floor elevation would be subject to the provisions of Section 7A-83 as a legally nonconforming structure. In this case, the proposed 2nd floor addition does not increase the existing nonconformity, the structure has not been "destroyed", and the structure is not being moved. Consequently, the existing FFE of 14" may remain as is.

I hope this helps. Please let me know if you have any questions. THANKS!

Corey W. O'Gorman AICP PLACE Planning & Design 700 US Highway One, Suite C North Palm Beach, FL 33408

561-863-2722 Phone 561-863-2733 fax

Site Plan Review

Applicable Codes
Town of Melbourne Beach Land Development Code
2020 Florida Building Code

Date:

February 22, 2022

Owner:

LORI D BRADSTREET REVOCABLE LIVING TRUST

Owner Address:

504 RIVERSIDE DR MELBOURNE BEACH FL 504 RIVERSIDE DR MELBOURNE BEACH FL

Site Address: Parcel ID:

28-38-06-79-K-3

Zoning:

1RS

Proposed Project: An Addition to a Single Family Dwelling.

References: Town of Melbourne Beach Code of Ordinances: 7A-31

Request: Approval by Planning and Zoning Board, Town Commission for construction of a second story addition to an existing single-family dwelling.

Staff Review: The property lies in Zoning District 1RS

- 1). Project is a second story addition to an existing single-family dwelling. No trees will be removed for the addition.
- 2). The Building Lot Zoning District requirements of min. lot area, width and depth. Lot area is 21,288 sq. ft. min. 12,000
 Lot width is 99.57 ft. min. 100. This is an existing non-conforming width. Lot depth is approximately 213.8 ft. min. 120
- 3). Lot coverage has a maximum of 30% for principle structure.

 Lot coverage per plan is 15.4 % Footprint of Primary Structure is 3,279.8 sq. ft.

 Max allowed for Primary Structure is 6,386 sq. ft. for Lot Area of 21,288 sq. ft.

 Minimum pervious area per lot is 30%. Pervious area is 70.5%
- 4). Structure maximum height for zoning district is 28 ft.
 The proposed height provided is 24'.
 Flood Zone X for the primary structure and AE for the partial lot on the water.

5). Zoning District Setback requirements

Proposed Addition Front Setback does not change from the current conforming set-back.

Proposed Addition South Side Setback 16.43 (min. 15 ft.)

Proposed Addition North Side Setback does not change from the current non-conforming set-back. The addition is on the South side that is conforming. Proposed Addition Rear Setback 52.46 (min. 25 ft.)

- 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). Topographic maps may be required. This addition is not a modification greater than 50% of the appraised value as per Ordinance 2019-06.

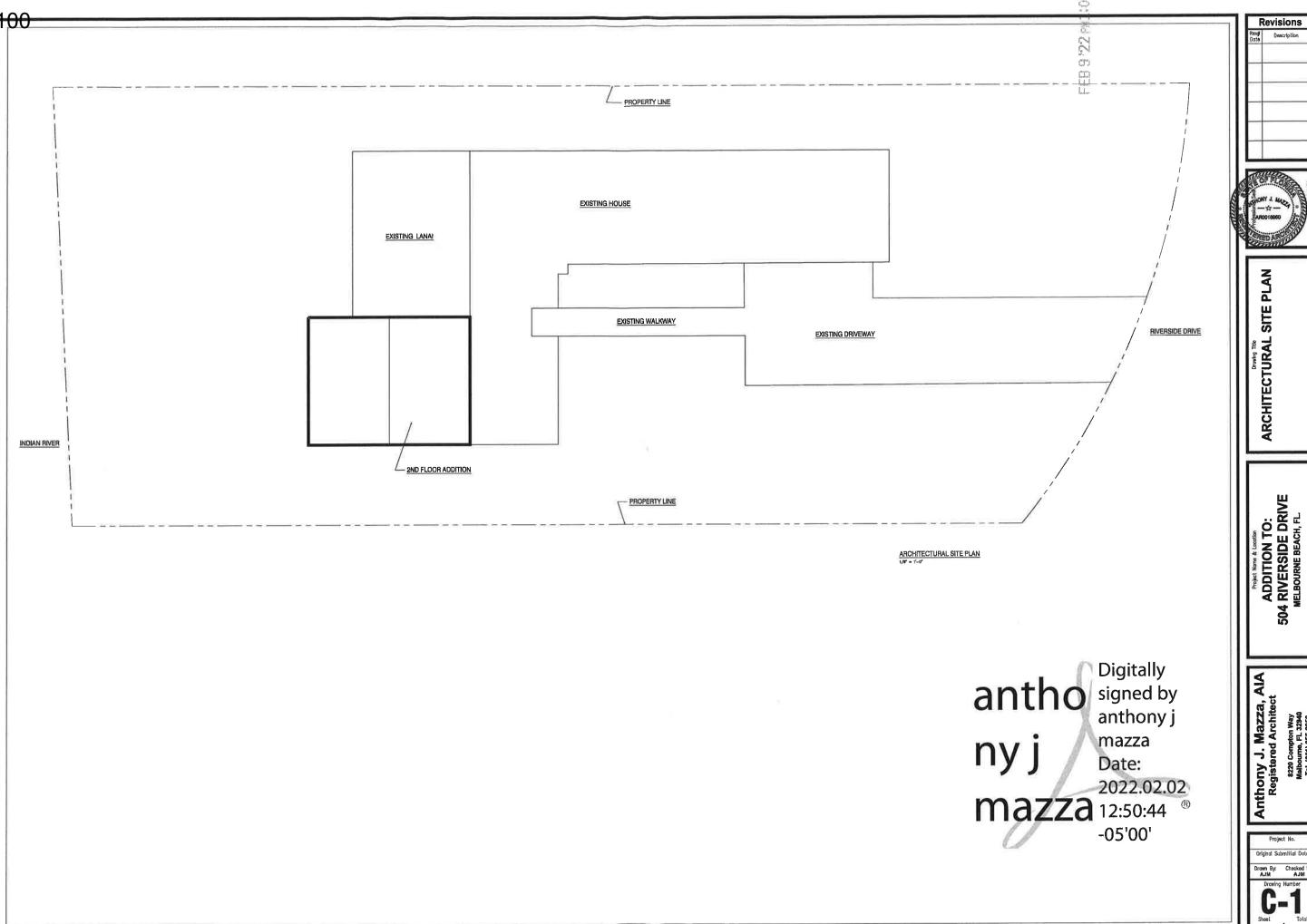
Minimum Landscaping Standards shall be met.

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.

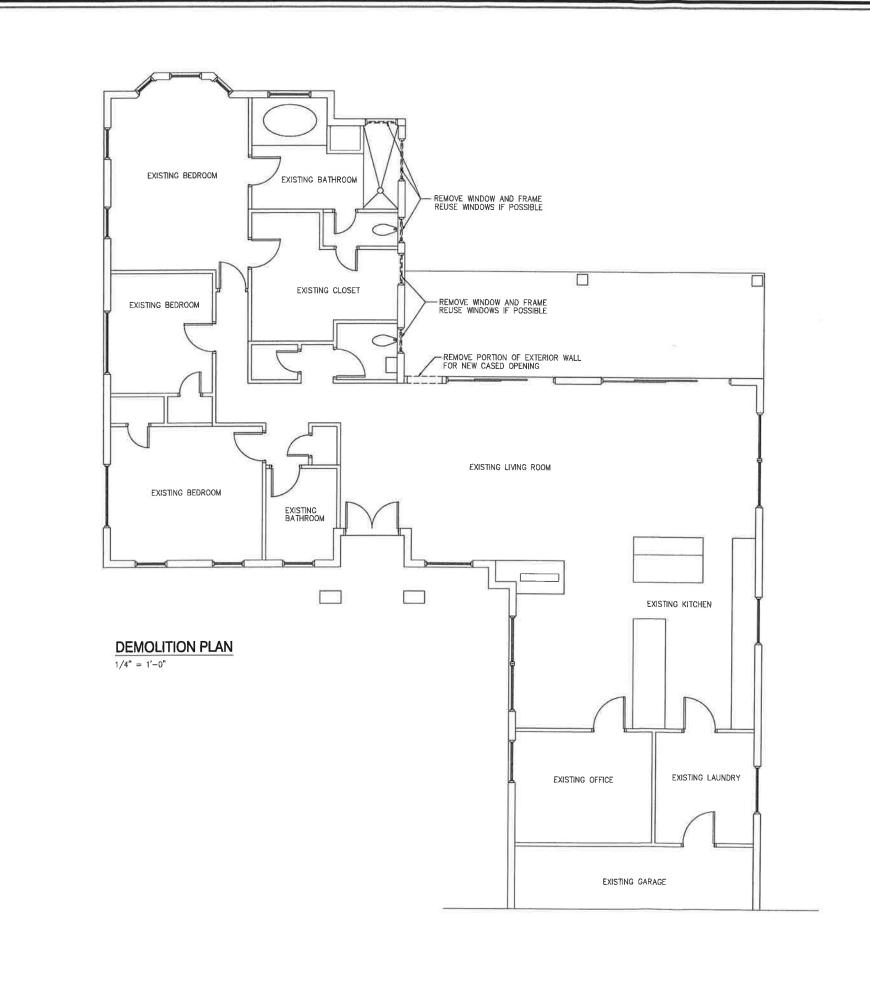
Robert Bitgood Building Official

504 Riverside

IMPERVIOUS Primary Structure Pool Decks	3,279.80	PERVIOUS Shed space Open areas Other
Driveway	2,212.50	
Accessory Bldg		
Concrete areas	795	TOTAL PERVIOUS 15,000.70
Pavers areas		
Other		
TOTAL IMPERVIOUS	6287.3	
		Lot Total Sq Footage 21,288
		TOTAL % PERVIOUS 0.704655







PROJECT DATA

APPLICABLE CODES

FLORIDA BUILDING CODE 7TH EDITION 2020 FLORIDA MECHANICAL CODE 7TH EDITION 2020 NATIONAL ELEC. CODE 2017

PROJECT DATA

OCCUPANCY R SINGLE FAMILY RESIDENTIAL

HOUSE ADDITION

MASTER SUITE 2ND FLOOR 890 SQ.FT. 2ND FLOOR PORCH 189 SQ.FT.

PROJECT SCOPE

2ND FLOOR HOUSE ADDITION + MASTER BEDROOM SUITE

Revisions
Revisions
Dotte
Description

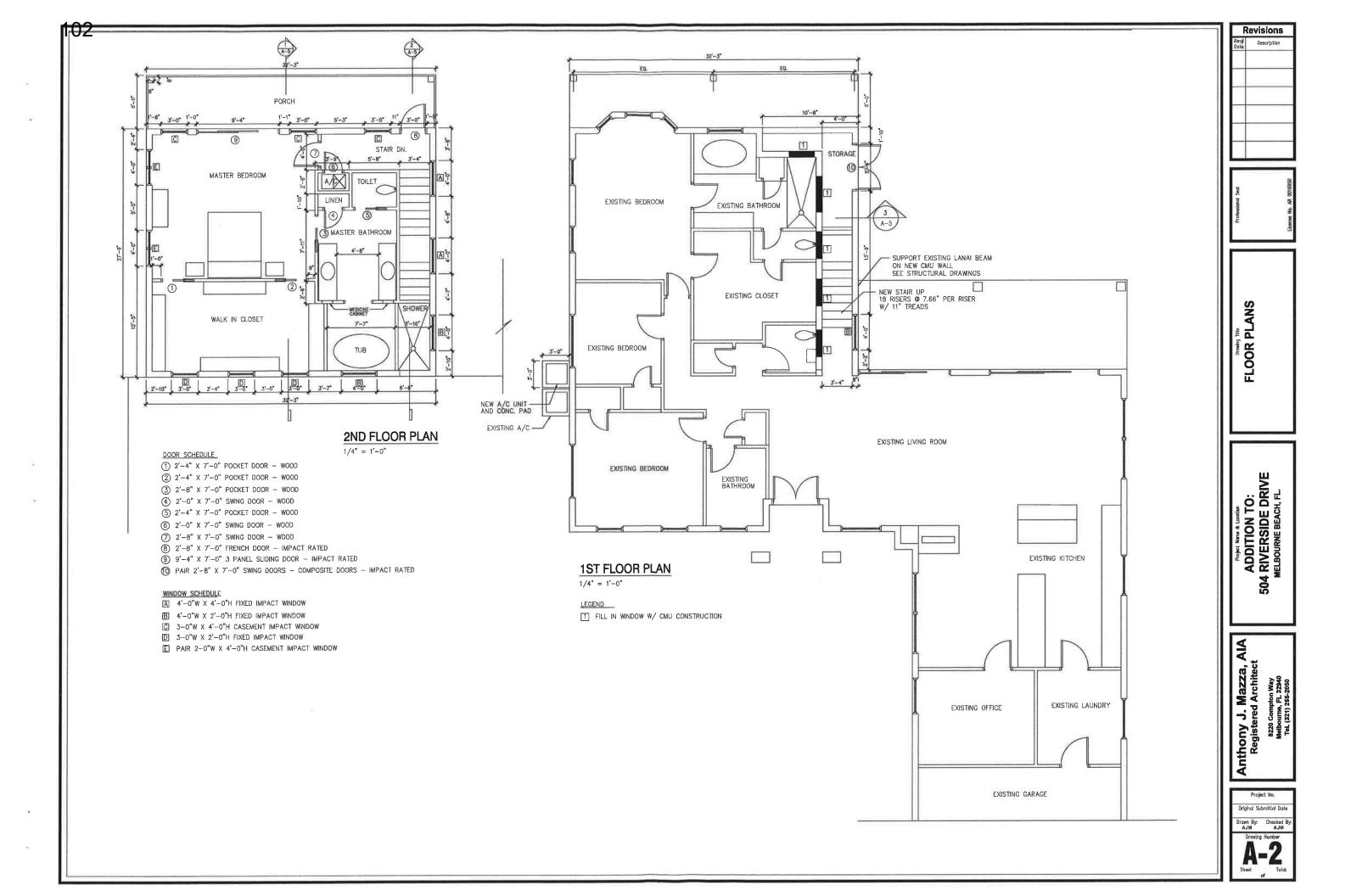
License No. AR OOT6950

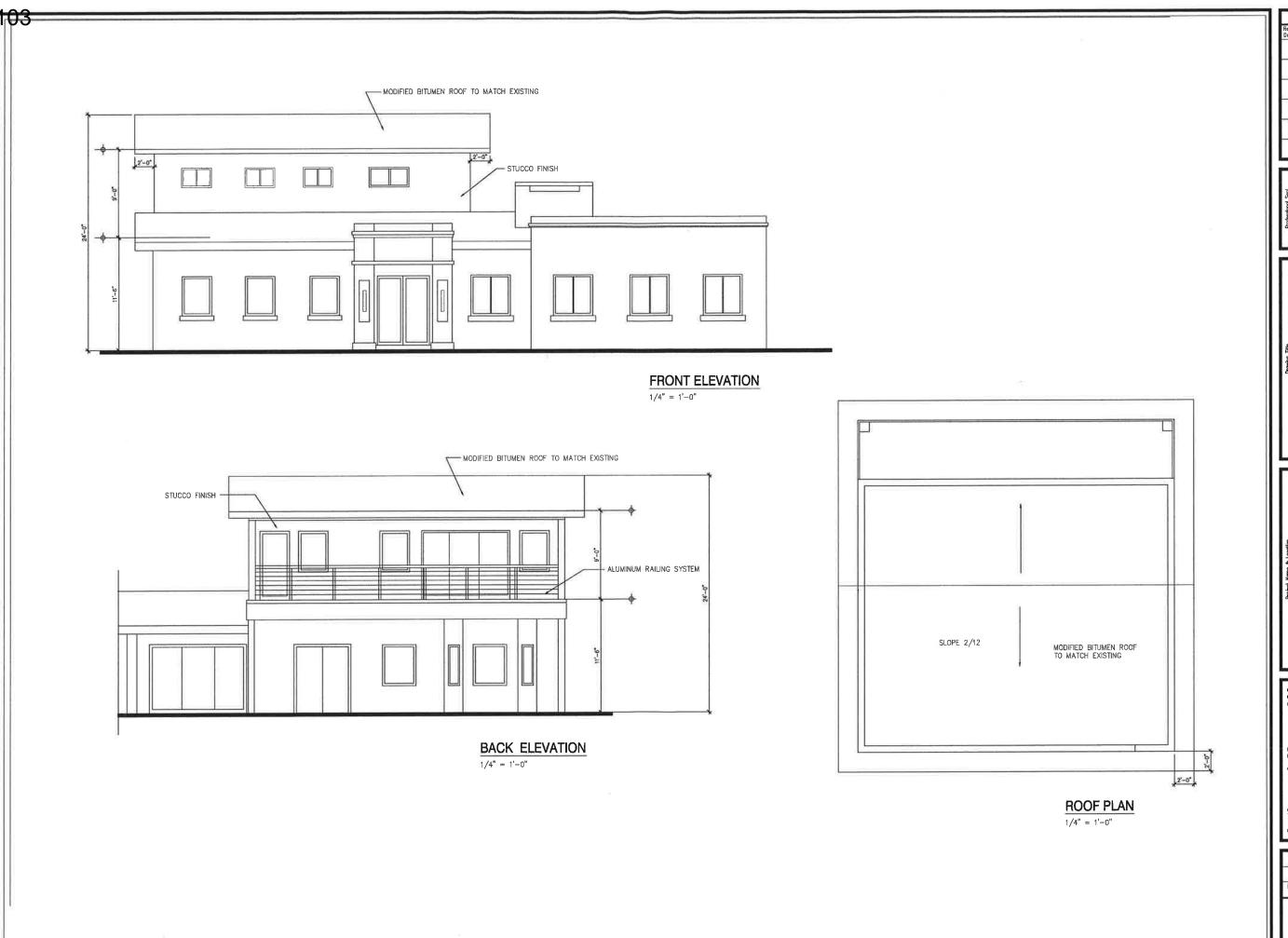
DEMOLITION PLAN

Project Name & Location
ADDITION TO:
504 RIVERSIDE DRIVE
MELBOURNE BEACH, FL.

Anthony J. Mazza, AIA Registered Architect

I	Proje	ct No.
ı	Original Su	bmiltal Date
١	Drawn By: AJM	Checked B
	Drawing A	Number



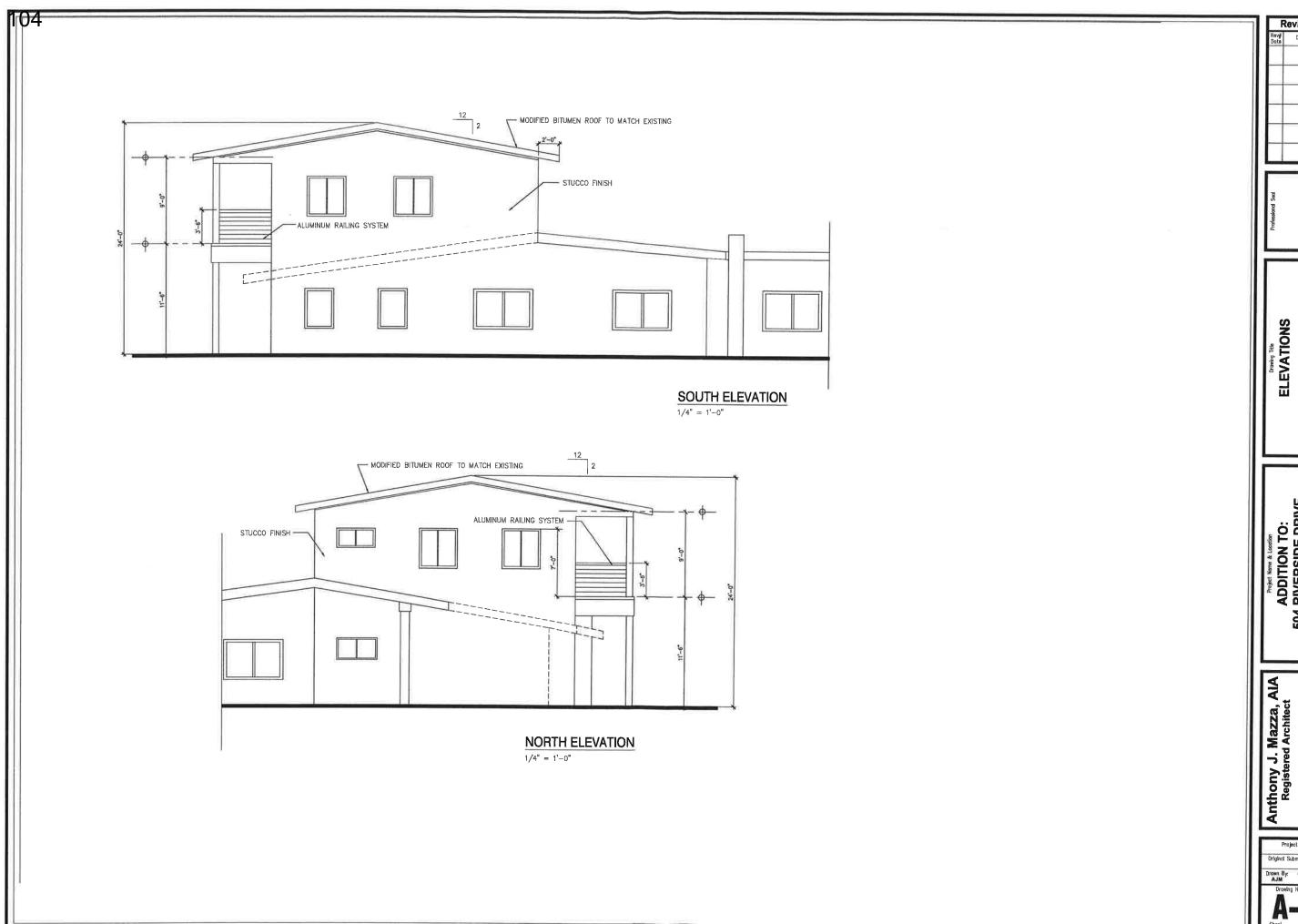


Revisions

ELEVATIONS
ROOF PLAN

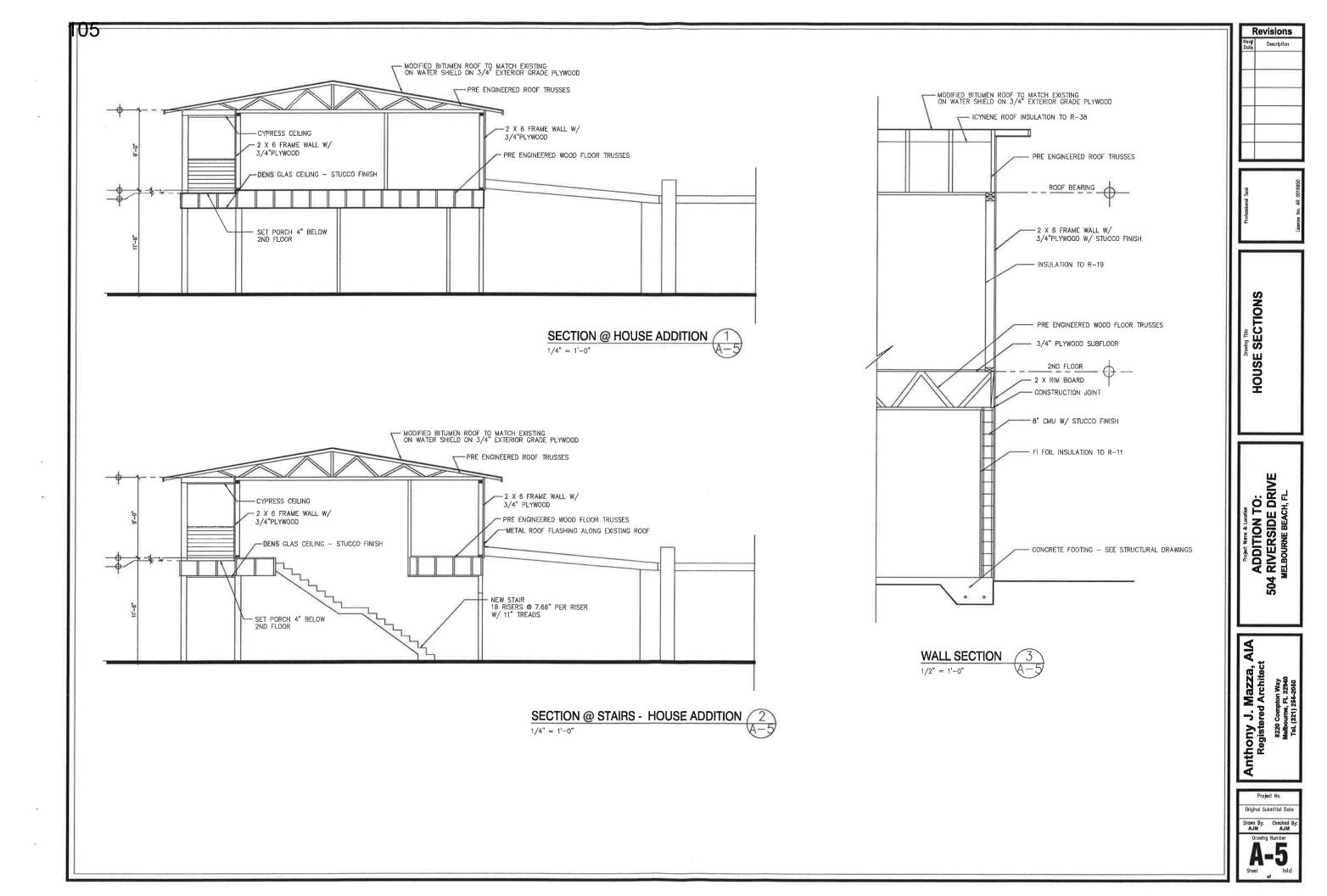
Project Name & Location
ADDITION TO:
504 RIVERSIDE DRIVE
MELBOURNE BEACH, FL.

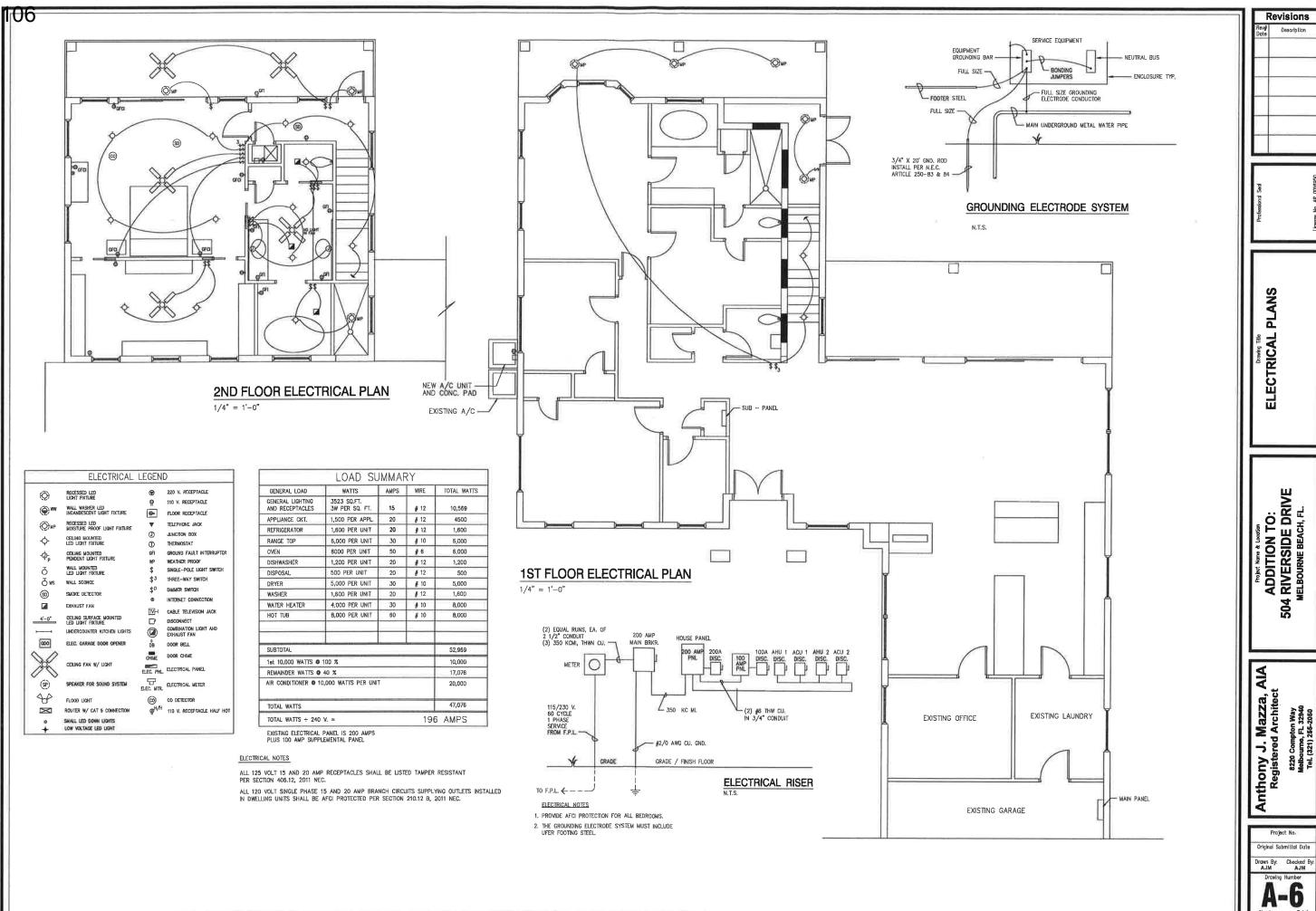
Original Submittal Date Drawn By: Checked B

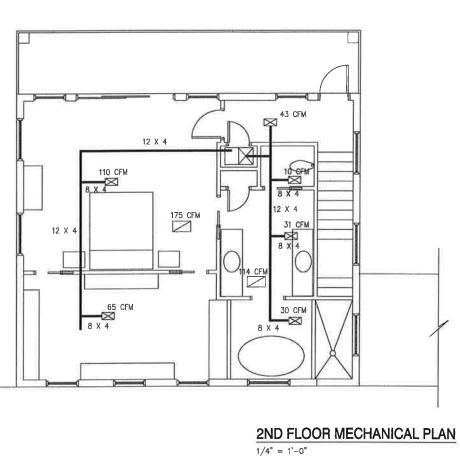


Revisions

ADDITION TO: 504 RIVERSIDE DRIVE MELBOURNE BEACH, FL.





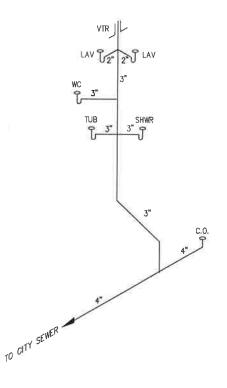


LEGEND

 \boxtimes SUPPLY AIR GRILL 8" X 14"

RETURN AIR GRILL 8" X 20"

MECHANICAL PLAN IS SCHEMATIC
ONLY. MECHANICAL CONTRACTOR IS TO VERIFY
ALL DUCT SIZES AND CFM'S IN CONJUNCTION
WITH THE HVAC UNITS THAT WILL BE INSTALLED.



PLUMBING RISER

N.T.S.

NOTE
PLUMBING RISER IS SCHEMATIC DIAGRAM
ONLY. PLUMBING CONTRACTOR SHALL
ROUTE PIPING AS REQUIRED AND SIZE
PIPING AS PER ALL GOVERNING CODES.

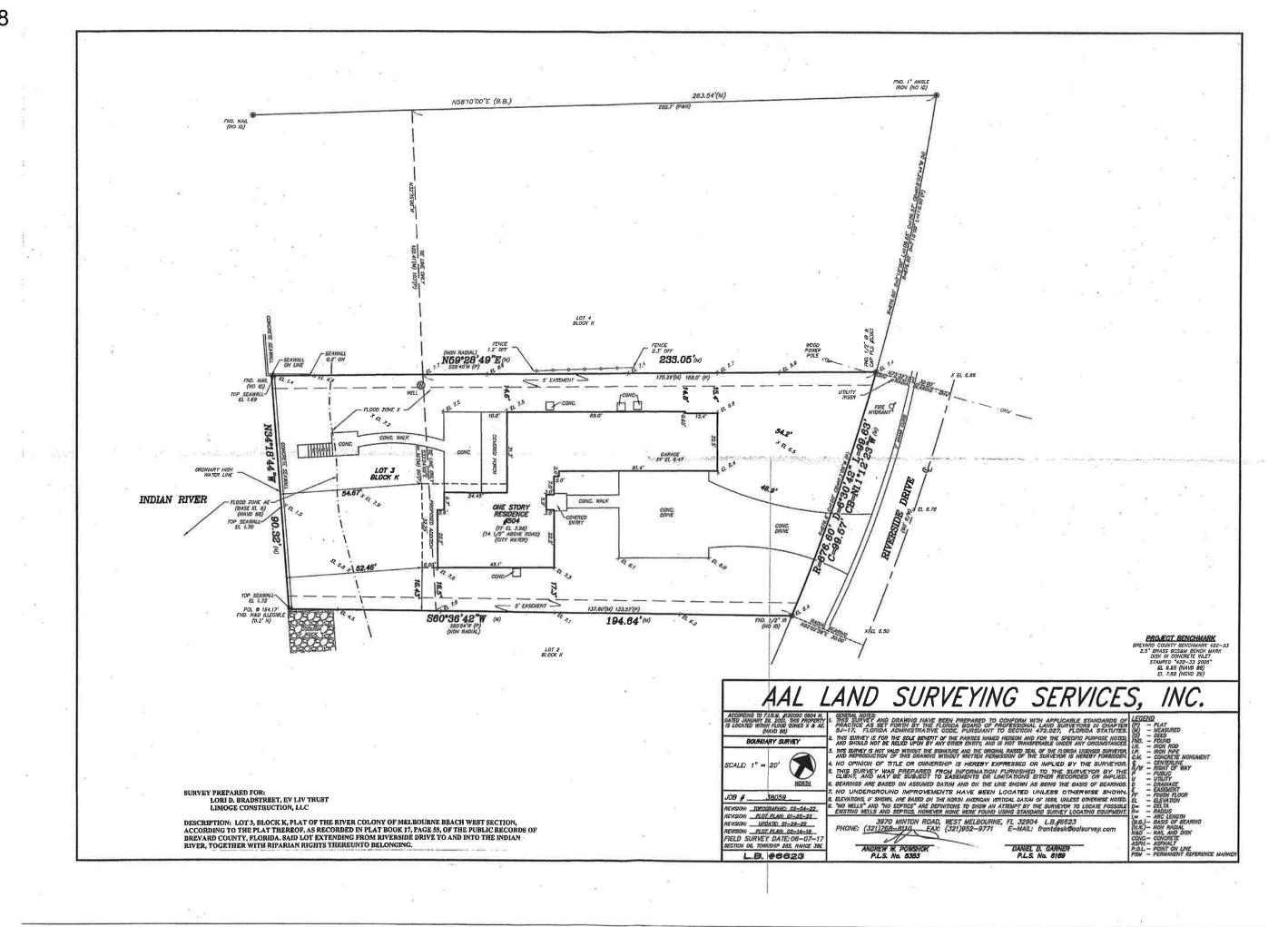
ADDITION TO: 504 RIVERSIDE DRIVE MELBOURNE BEACH, FL.

DUCT PLAN
PLUMBING RISER

Revisions

Anthony J. Mazza, AIA Registered Architect

ď	
	Project No.
	Original Submittal Date
	Drawn By: Checked By: AJM AJM
	Drawing Number A-7 Sheet of Total



Section: Old Business

Meeting Date: March 15th, 2022

Subject: Resolution 2022-03 Amending Resolution 2021-02

From: Town Manager Mascaro

Background Information: The Town previously approved a Resolution extending the Resolution to Authorize Outdoor Seating as a Temporary Use at Businesses in The Town of Melbourne Beach to Aid in Mitigating the Impacts of Coronavirus Disease (Covid-19). The attached Resolution allows for temporary covering over seating areas and an expansion to outdoor commercial commerce activities. After a joint meeting with the Town Attorney and Town Planner, I recommend adopting the Resolution to include the temporary installation of canvas and/or sail cloth coverings over the outdoor dining and outdoor commerce space, exempting such coverings from setback and parking requirements, if any. The use of non-permanent coverings and outdoor commerce will expire with this Resolution or sooner if deemed necessary by the Town Commission.

Commercial businesses must pull a permit (\$75.00) to install the temporary canvas covers. Florida Building Code requires inspection due to a minimum height requirement and the canvas must be flame retardant.

Recommendation: Approve Resolution 2022-03 as stated.

Attachments: None

RESOLUTION 2022-03

A RESOLUTION TO AUTHORIZE OUTDOOR SEATING <u>AND COMMERCIAL COMMERCE</u>
AS A TEMPORARY USE AT BUSINESSES IN THE TOWN OF MELBOURNE BEACH TO
AID IN MITIGATING THE IMPACTS OF CORONAVIRUS DISEASE (COVID-19);

WHEREAS, on March 9, 2020, the Governor of Florida issued Executive Order Number 20-52, declaring a State of Emergency for the State of Florida related to Coronavirus Disease 2019 (COVID-19); and

WHEREAS, allowing restaurants to have outdoor seating on a temporary basis, even where such seating is not currently provided for on a permanent basis in the Town of Melbourne Beach Code or Ordinances Zoning Code or in the restaurant's physical plan, will allow restaurants to serve more customers in a safer fashion; and

WHEREAS, the Town Commission recognizes the public health and safety benefits of and the community and business support for the allowance of temporary outdoor commercial commerce activities; and

WHEREAS, the Town of Melbourne Beach Code or Ordinances Zoning Code authorizes the TownCommission to approve conditional permits in the Town of Melbourne Beach for special uses on a temporary basis; and

WHEREAS, it is critically important that local small businesses, including restaurants, be allowed to offer services in a way that will allow these businesses to survive; and

WHEREAS, The COVID-19 Pandemic has caused a hardship for businesses, and the Town of Melbourne Beach wants to provide support and help local merchants recover costs; and

WHEREAS, On November 17, 2021, during the Regular Town Commission Meeting, the Commission unanimously agreed by a 5-0 vote to extend the Resolution for an additional year through November 17, 2022;

WHEREAS, under the circumstances, temporarily allowing outdoor seating <u>and commercial</u> <u>commerce activities</u> at local businesses under certain conditions is warranted, <u>and</u>

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF MELBOURNE BEACH, AS FOLLOWS:

Section 1. The Town of Melbourne Beach hereby authorizes outdoor seating for restaurants that does not extend beyond the first row of parking spaces in front of the business; and.

Section 2. A permanent structure may not be erected. The outdoor seating is relegated to a semi-permanent structure that must be removed by November 17, 2022, unless extended by the Town Commission; and.

Section 3. A solid barrier must be erected around the semi-permanent space to protect patrons from vehicles and is subject to an inspection and approval process; and.

Section 4. The outdoor space may not interfere with traffic flow and must leave enough spacefor emergency vehicles to safely pass; and.

Section 5. Businesses are limited to their current service. Unless the <u>a</u> business is currently licensed as a food and/or drink <u>beverage</u> establishment, they it may not now operate as such.

Section 6. Any non-restaurant commercial business located within the 6B zoning district may conduct outdoor commercial commerce, including outdoor display of merchandise, in areas immediately adjacent to or attached to the primary business structure.

Section 7. The Town authorizes the temporary installation of canvas and/or sail coverings over any outdoor dining or outdoor commerce space authorized by this Resolution. Such temporary canvas and/or sail coverings are exempt from setback or parking requirements. Prior to the installation of any temporary canvas and/or sail covering, a commercial business is required to obtain a Town Building Department issued permit which will include the Town's inspection of the temporary canvas and/or sail covering for compliance with the requirements of the Florida Building Code.

Section 8. This resolution shall take effect immediately upon adoption hereof.

PASSED AND ADOPTED by the Town Commission of the Town of Melbourne Beach, BrevardCounty, Florida, at its regular meeting this 15th day of March, 2022.

TOWN OF MELBOURNE BEACH,

	FLORIDA, a Florida Municipal Corporation
	By: WYATT HOOVER, Mayor
ATTEST:	
Jennifer Torres, Town Clerk	

Section: Old Business

Meeting Date: March 15th, 2022

Subject: American Rescue Plan-Stormwater Plan

From: Town Manager Mascaro

Background Information: The Town will receive a total of \$1,651,815 paid in two installments. The majority of the funds will be allocated for stormwater improvements.

Attached is an estimate from BSE, based on the actual cost of work from the Orange Street project, for the new ARP project. My intent is to maximize our dollars to have the greatest impact on controlling street flooding and runoff into the Indian River Lagoon. Flooding and runoff runs east to west through Town. By controlling the flow of water upstream the east as early as possible, through the installation of swales, the amount of street flooding and runoff into the IRL is greatly reduced. In order to achieve the highest reduction of water intrusion, strategically placed swales will be installed from First Avenue through Fir Avenue, east of Oak Street. This plan will provide the maximum efficiency in reducing runoff while utilizing the funds available.

Stormwater management is a necessary responsibility of the Town due to the age of our stormwater system and the requirements of the State of Florida through the Department of Environmental Protection.

"The National Pollutant Discharge Elimination System (NPDES) permit program, established under the federal Clean Water Act, controls water pollution by regulating sources that discharge pollutants to waters in the United States. Municipalities are required to apply for NPDES permit coverage in order to operate the storm sewer systems. Under this permit, operators are required to develop and implement a stormwater management program to reduce the discharge of pollutants to the maximum extent practicable to protect water quality.

Communities that do have storm sewer systems must create and enforce a stormwater management program that outlines the minimum standards that must be met in order to satisfy the requirements of their NPDES permit and to ultimately comply with the CWA. There are six minimum control measures for every stormwater management program:

- 1. Public Education and Outreach
- 2. Public Participation/ Involvement
- 3. Illicit Discharge Detection and Elimination
- 4. Construction Site Runoff Control

- 5. Post-Construction Runoff Control
- 6. Pollution Prevention/Good Housekeeping

Stormwater control measures (SCM) — sometimes referred to as stormwater best management practices (BMP) — serve a variety of purposes. From maintaining or improving on a property's pre-development water quality and quantity conditions, to promoting groundwater recharge and reducing downstream flooding and erosion, to purely aesthetic considerations, every system is individually engineered to provide optimal performance for the needs of the site or watershed."

The Town receives BMP credits related to all aspects of stormwater control and improvements. If the Town doesn't earn enough credits during a period of time (5 year cycles) then the Town could become subjects to repercussions through enforcement. The Town's Ordinance requiring 8" water retention in 24 hour/10 year storm event earned the Town BMP credits, as did the purchase of our ditch witch.

I provided the information above to help clarify the necessity of using these funds toward the continued management of the Towns stormwater.

. **Recommendation:** Review and approve the proposed construction plan for the ARP Funds.

Attachments:

- Estimate BSE
- Potential Swale System Master Plan.

B.S.E. CONSULTANTS, INC.

Consulting ~ Engineering ~ Land Surveying

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

Hassan Kamal, P.E. Vice President

March 7, 2022 (*Revised March 10, 2022*)

Via E-mail

Ms. Elizabeth Mascaro Town of Melbourne Beach 507 Ocean Avenue Melbourne Beach, FL 32951

E-mail address: townmanager@melbournebeachfl.org

Re: Town of Melbourne Beach - American Fund Monies B.S.E. File #11440.19

Dear Elizabeth:

Enclosed, please find a plan markup showing areas where swale drainage could be incorporated without large amounts of cutting, landscape removed or disruption. These areas if improved would further stormwater needs by reducing runoff to the existing storm sewer and the Indian River Lagoon. For budget purposes, using cost from Orange Street (3,400 L.F.) as the basis:

		Conversion to L.F. of Road
•	Swale grading \$10.35/s.y.	\$12.66/L.F.
•	MOT \$39,000.00/ L.S	\$11.47/L.F.
•	Ribbon Curb	\$34.00/L.F.
•	Remove Curb	\$12.50/L.F.
•	Landscape Adjustment \$35,000/L.S	\$10.79/L.F.
•	Sod \$3.50/s.y	\$8.56/L.F.
•	Seed \$3.00/s.y	\$0.82/L.F.
•	Utility Adjustment \$17,970.00/L.S.	\$5.28/L.F.
•	Mailbox Adjustment \$3.00/each	\$1.85/L.F.
•	Signage Adjustment \$2.00/each	\$1.47/L.F.
•	Bonding (Bid) \$1,500/L.S	

TOTAL \$99.84/L.F.
25% Contingency \$24.96/L.F
Use for Budgeting Purposes \$124.80/L.F.

- Potential Funding Available: \$1,600,000.00
- L.F of Street Potential for Swale Work: $$1,600,000 \div 124.80/L.F. = \pm 12,820 L.F.$

- Roadway Length Identified that Could Accommodate Swales: 43,750 L.F. (which exceeds available funding)
- Need to:
 - 1) Prioritize funding expenditure throughout all categories in addition to drainage.
 - 2) Prioritize street work to be completed.

Let me know if this answers your question. Feel free to contact me.

Very truly yours,

Scott M. Glaubítz, P.E., P.L.S.

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

SMG/rc 11440.09.town.corr.22-s5307.march

CC: Ana Saunders (via email)



Section: New Business

Meeting Date: March 15, 2022

Subject: Low Speed Vehicles in Melbourne Beach

From: Town Manager Mascaro

Background Information: The Town Commission had discussed allowing low-speed vehicles to be inspected by the Police Department in February 2019. At that time, the Police Chief did not support the inspection process and the Commission did not pass low-speed vehicle inspections in the Town of Melbourne Beach.

Since then, Indialantic has approved the use of low-speed vehicles in their town limits. Their Ordinance has the following provisions:

*prohibits LSV on Highway A1A.

*LSV's must be registered with the Town on an annual basis-decal provided.

*All persons wishing to operate an LSV must apply for a permit, provide name and address, provide proof of insurance and current driver's license (driving permit unacceptable).

*A registration fee of \$100.00 is required along with an annual permit fee of \$50.00. Chief Griswold suggests reviewing the cost, adding she would recommend a higher registration and annual permit fee.

*Minimum safety requirements must be met.

*Chief Griswold suggests a tighter enforcement policy. After the first violation the fine increases substantially.

. **Recommendation:** Review and Discuss changes to the Town of Indialantic's Ordinance to reflect the desires of the Town Commission. Task Attorney Repperger with drafting Town of Melbourne Beach Low-Speed Vehicle Ordinance for review at subsequent regular Town Commission meeting.

Attachments:

• Town of Indialantic's Low-Speed Vehicle Ordinance.

LOW SPEED VEHICLES

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:

Low speed vehicle (LSV) shall mean any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including but not limited to, neighborhood electric vehicles.

Permit/registration means the official authorization issued by the town police department pursuant to this article designating that a low speed vehicle meets the requirements of this code.

Prohibited streets means Highway A1A.

Streets means, for purposes of this article, all paved surfaces (excluding sidewalks) of streets and roads with the town that are not prohibited streets.

Authorized use and operation of low speed vehicles.

- (a) Drivers licensed to drive motor vehicles may operate low speed vehicles that have been issued permits by the town on any street within the town in compliance with this article and all statutes, regulations and ordinances governing traffic control, including traffic control devices and the operation, stopping and parking of vehicles. Such vehicles may not be operated within the right-of-way of any prohibited street. Further, the authorization granted by this article to operate low speed vehicles on the streets of the town does not authorize operation of such vehicles on sidewalks, bicycle paths, swales or other storm water facilities or structures or within or on any park in the town.
- (b) The prohibition of operating a low speed vehicle on prohibited streets does not prohibit the operation of a low speed vehicle solely for the purpose of crossing a prohibited street at vehicular intersections.
- (c) A permit to use a low speed vehicle issued pursuant to this article does not allow entry onto private or semiprivate property, including retail parking lots, private roads or condominium or homeowners' association common areas. Access to these areas may be regulated and restricted by the owners of such property. Further, such use does not allow entry or parking upon any property owned by another public or quasi-public entity such as Brevard County, and any of its departments/agencies, and the Brevard County School Board.

Permit; revocation.

The operation of a low speed vehicle on streets shall be deemed a use permitted by town council revocable in whole or in part upon the will of town council in its legislative capacity based upon its consideration of the general health, safety and welfare of the public arising from such use. The issuance of a permit or other permission for the operation of low speed vehicles on streets shall not limit or otherwise preclude town council from amending this article IV, repealing this article IV in its entirety, contracting or expanding the streets and prohibited streets, or changing the designation of crossing points for prohibited streets. Any person operating a low speed vehicle within the town under a permit issued by the town shall do so on the condition that there shall be no claim for any monetary loss or other claim for the loss of allowed low speed vehicle operation within the town or any monetary claim based upon a claim for action in reliance on the provisions of this article. The town council retains the unlimited legal authority to revoke, amend or otherwise legislate regarding the operation of low speed vehicles on town streets without liability of any kind arising from its legislative decisions. The issuance by the town of a town permit is not and shall not be construed to be a contract between the town and the registrant or any

operator of a low speed vehicle. Issuance of a permit by the town does not authorize the operation of a low speed vehicle in any other jurisdiction outside of the town, including but not limited to unincorporated Brevard County and the Town of Indialantic.

Waiver of claims.

By acceptance of a permit to register with the town and operate a low speed vehicle by any authorized person, and all persons who are passengers in such vehicle, shall be deemed to have waived any claim against the town for its legislative decision to allow operation of such low speed vehicles on streets in compliance with this article. The consideration and adoption of this article by town council is declared to be a legislative act of the town.

Permit application; registration; decal.

- (a) All low speed vehicles operating on streets shall, prior to such operation, be registered with the town on an annual basis as provided herein. A registration decal provided by the town must be visibly affixed to each registered low speed vehicle on the rear bumper of that vehicle. The registration decal must be current at all times the low speed vehicle is operated on streets.
- (b) Each person wishing to operate a low speed vehicle on streets must apply for a permit with the police department to operate and register that vehicle with the town. The application shall include the name(s) and address(es) of the owner(s) of the low speed vehicle, copies of current driver's license(s) of all persons who own and will operate the low speed vehicle, and proof of insurance required by F.S. §§ 316.2122 and 320.02, which insurance must be kept in effect at all times.
- (c) Each permit application shall be accompanied by a \$150.00 permit/registration fee which shall cover the period January 1 to December 31. Any permit/registration issued by the town shall include a registration fee of \$100.00 and a permit fee of \$50.00, and must be renewed annually for the period January 1 to December 31. The renewal permit fee shall be \$50.00 for each year of renewal of the same low speed vehicle.

Inspection; required equipment.

- (a) Any person desiring to register a low speed vehicle for operation within the town shall present the low speed vehicle to the police department for inspection regarding all required safety equipment at such place as the town police department shall designate for such inspections.
- (b) In order for any low speed vehicle to be registered and operate within the town, said vehicle must meet the following minimum safety requirements which must be in operating order:
 - (1) Headlamps;
 - (2) Florida Department of Transportation approved windshield;
 - (3) Driver-side and interior rear-view mirrors or both driver-side and passenger-side mirrors;
 - (4) Parking lamps;
 - (5) Front and rear turn signals meeting the minimum standards of F.S. § 316.234(2);
 - (6) Brake lamps meeting the minimum requirements of F.S. § 316.234(1);
 - (7) Side reflex reflectors;
 - (8) Horn;
 - (9) Low speed vehicle (LSV) triangle reflector affixed to the rear of the vehicle;
 - (10) Seat belt for each designated seat;
 - (11) Tires meeting manufacturer's specifications;

- (12) Reliable steering apparatus; and
- (13) Vehicle identification number (VIN) or manufacturer's serial number.
- (c) Upon the successful completion of an inspection performed by the town police department, and as a condition of issuance of any registration and decal, the owner(s) must sign an acknowledgment (i) recognizing the necessity of obtaining annual inspections/registration for any low speed vehicle, together with payment of an annual registration fee, (ii) receipt of a copy of this article IV governing low speed vehicles; and (iii) a waiver of liability satisfying the requirements of section 32-94.

Prohibitions.

It shall be unlawful for any person to operate a low speed vehicle in the town:

- (1) Where any of the required equipment or information set forth in subsection 32-96(b) is either inoperative or missing;
- (2) Without a current valid motor vehicle operator's driver's license;
- (3) Without insurance required by this article or state law. Proof of insurance must be presented to a law enforcement officer upon request;
- (4) On the right-of-way of any prohibited street (except to properly cross to the other side as provided in this article), or on any sidewalk, bike path, swale or other storm water facilities or structures or within or on any park in the town;
- (5) Without a valid registration issued by the town or properly exhibited registration decal issued by the town;
- (6) That obstructs or interferes with normal traffic flow;
- (7) Which carries more passengers than the registered low speed vehicle was designed, or for which there are more passengers than there are seat belts provided;
- (8) Where the driver and/or any passengers are not properly using their seat belts or fail to comply with any laws governing use of child restraint equipment. Further, no child shall be allowed to sit in the lap of the driver or any passenger. The driver and all passengers must remain seated with their seatbelts properly fastened at all times the low speed vehicle is in motion, and no parts of the body of any occupant of the low speed vehicle may extend outside the vehicle;
- (9) In violation of any state traffic law or regulation or town code provision of the town applicable to the operation of motor vehicles; or
- (10) On any street where the posted speed limit is greater than 35 miles per hour.

Parking.

Low speed vehicles shall comply with all parking regulations of the town.

Enforcement.

- (a) Violations of this article shall be enforced by the police department pursuant to F.S. ch. 316 and F.S. ch. 320, and applicable provisions of the town code.
- (b) In addition to enforcement pursuant to subsection (a), above, any person operating a low speed vehicle without a proper registration or decal issued by the town shall be fined \$50.00 for the first violation, \$100.00 for the second violation and \$150.00 for the third and each subsequent violation.

Section: New Business

Meeting Date: March 15th, 2022

Subject: American Rescue Plan Act-James Moore Consulting

From: Town Manager Mascaro

Background Information: The American Rescue Plan Act (ARPA) has changed its permitted uses and reporting requirements several times since the first iteration (5/2021). The initial document was 388 pages of requirements for use, reporting and government regulations. The final ruling has just been issued with an effective date of April 1, 2022. For a small agency like the Town of Melbourne Beach, the reporting requirements are staggering. The failure to report correctly and/or timely makes the funds, \$1,651,815.00, subject to return to the Federal Government. Due to the amount of Federal money received by the Town, the Town is now subject to an additional federally required, a single audit for every \$750,000 received. We would be subject to two additional audits at a minimum cost of \$3,500 per additional audit.

James Moore has recognized the reporting and auditing burden the ARPA places on small agencies. James Moore also has the ability to streamline the reporting process, which removes the time constraints of construction, due to changes in the plan document that allows for broader use of the funds. James Moore will submit all plan documents, reports, and audit package to the Government for the use of the funds using the Statement on Standards for Consulting Services and the Code of Professional Conduct issued by the American Institute of Certified Public Accountants. James Moore is providing this service to non-clients as well. I was able to refer James Moore's services to Indialantic to manage their ARPA reporting.

The cost of this service is \$6,900 broken out into 5 draws over the course of our expenditures.

Recommendation: Review and approve James Moore's ARPA Reporting and Compliance Consulting Engagement Letter.

Attachments: James Moore's Engagement Letter



February 24, 2022

Town of Melbourne Beach, Florida Attn: Elizabeth Mascaro, Town Manager Via E-Mail: townmanager@melbournebeachfl.org

RE: ARPA Reporting and Compliance Consulting Engagement Letter

Dear Ms. Mascaro:

We are pleased to provide the Town of Melbourne Beach, Florida (the Government) with reporting and compliance consulting services related to the Government's Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) from the American Rescue Plan Act (ARPA). This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide as it relates to assistance with the Government's reporting of its CSLFRF funds and internal compliance and accountability. This engagement between you and our firm will be governed by the terms of this letter.

Engagement Objectives

You have requested that we perform ARPA CSLFRF reporting and compliance consulting services as described below:

- Preparation of all required reports through the United States Treasury's online portal for the Government's use of ARPA CSLFRF funds in accordance with the Government's plan to elect the standard allowance for revenue replacement for the use of 100% of the ARPA CSLFRF award.
- Assistance in the development of an official accounting policy or internal memo related to the Government's planned usage of the economic impact of the ARPA CSLFRF funds.
- Assembly of a final audit package related to the usage of the ARPA CSLFRF funds that can be provided to your auditors for single audit purposes.

Your Responsibilities

In order for us to perform the above services, we will need the following assistance:

- Assistance in establishing a member of our team as an authorized user to prepare reports through the Treasury's portal.
- Trial balance and/or general ledger reports and applicable supporting documentation, as requested.
- Final review, approval, and submittal of reports and internal policy/memo document.

The sufficiency of the consulting services we provide is solely the responsibility of the Government. Consequently, we make no representation regarding the sufficiency of the procedures to be performed. Our recommendations regarding procedures to be performed and the results of the procedures performed are dependent on the accuracy and completeness of the representations and information that we receive from your personnel. Accordingly, inaccurate or incomplete information could result in inaccurate findings or inappropriate recommendations, and critical recommendations may not be identified. Any reports we issue

Town of Melbourne Beach, Florida February 24, 2022 Page 2

to you as a result of this consulting engagement are solely intended for the use of the Government, and should not be used by anyone other than those specified parties. We will not provide any legal services.

You are responsible for ensuring compliance with all applicable ARPA and Federal guidance, and making all management decisions and responsibilities and for designating an individual, with suitable skills, knowledge, and experience to oversee any nonattest services that we provide. You are responsible for: accepting responsibility for the results of the services performed, including decisions regarding implementation of any recommendations provided by us; making all management decisions and performing all management functions; evaluating the adequacy and results of the services performed; and establishing and maintaining internal controls as well as monitor ongoing activities.

Our Responsibilities

We will perform our services in accordance with the Statement on Standards for Consulting Services and the Code of Professional conduct issued by the American Institute of Certified Public Accountants. Such services are not intended to represent an audit, examination, attestation, financial forecast or projection, special report or agreed-upon procedures engagement as those services are defined in AICPA literature applicable to such engagements. Accordingly, these services will not result in the issuance of a written communication to third parties by us regarding financial data or internal controls, expressing a conclusion, or providing any form of assurance.

The engagement is limited to the professional services outlined above. James Moore & Co., P.L., in its sole professional judgement, reserves the right to refuse to take any action that may be construed as making management decisions or performing management functions on your behalf. However, we may provide advice and recommendations to assist management in performing its functions and making decisions. Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters.

Upon completion of our procedures, we will provide a copy of any final deliverables included in this engagement, including the final accounting policy/memo language and internal audit package for single audit purposes.

Nonattest Services

We will perform the following nonattest services: preparation of ARPA CSLFRF program reports to be submitted to the U.S. Treasury and related internal reporting package; preparation of an internal policy/memo related to the usage of such funds. With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the Government. However, we will provide advice and recommendations to assist management of the Government in performing its responsibilities. The Government's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Elizabeth Mascaro) 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. Our firm may advise the Government with regard to different matters, but the Government must make all decisions with regard to those matters.

Town of Melbourne Beach, Florida February 24, 2022 Page 3

Engagement Timeline

We expect to perform these procedures in accordance with the following timeline:

- Upon Execution of Agreement: Project Kickoff and Planning

- o Initial setup within the Treasury's portal to ensure proper access is available to file the required reports.
- Submittal of client survey related to planned usage of funds, accounting policy preferences, and other key information to aid us in the development of the accounting policy/internal memo.

- By April 30, 2022: Filing of Initial Project and Expenditure Report

- O Determination of usage of funds for general government expenditures to meet the applicable compliance requirements for usage of funds earned under the standard allowance for revenue replacement; expected to equal 100% of award
- o Submittal of report.

- By May 31, 2022: Completion of Internal Accounting Policy/Memo and Final Audit Package

- o Final edits of accounting policy/memo for use by the Government.
- Completion of final audit package summarizing compliance and with supporting documentation for single audit purposes.

- Ongoing: Subsequent Reporting Deadlines

 Submittal of subsequent reports through the Treasury portal, as required, in succeeding years.

Other Engagement Terms

Zach Chalifour is the service leader for the services specified in this letter. His responsibilities include supervising James Moore & Company's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign any reports we issue to you as part of this engagement.

Our fee for these services will be \$6,900. Our services will be billed according to the following milestone schedule:

Milestones (in expected order of completion)	Total Fee Due
At Execution of Engagement Letter	30%
Upon Filing Treasury P&E Report Due April 30, 2022	20%
Submittal of Internal ARPA Audit Package	20%
Submittal of Internal ARPA Accounting Policy/Memo	20%
Upon Completion of Final Report Due to U.S. Treasury	10%

The above fees are based upon the Government's planned usage of the \$10 million standard allowance for revenue replacement for the full ARPA CSLFRF award amount. Should the plan for use of these funds change, or additional reporting and compliance requirements not in effect at the time of this letter by instituted by the Treasury, our fees may be subject to change. In such case, no additional work shall be performed without advance discussion and approval of any additional fees.

Town of Melbourne Beach, Florida February 24, 2022 Page 4

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of additional services and the estimated price. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter. While we would be more than glad to discuss a custom service plan to best meet your needs, specific services related to this engagement that may be added on at your request are as follows:

Elective Add-on Service	Fee
Presentation to Elected Officials – In Person	\$1,000 + travel costs + travel time at
	\$100/hour
Presentation to Elected Officials – Remote	\$750
Project Accounting & Reporting – Accounting & Final Report	\$7,500
Project Accounting & Reporting – Interim Report	\$2,000 each

This engagement letter 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. If work has been partially completed toward an identified milestone at the time of termination, a final billing shall be made based on the amount of actual time incurred.

Other Engagement Terms

You agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our proposal. If you have any questions, please let us know. If you agree with the terms of our proposal as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

James Maore ; 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:		

Section: New Business

Meeting Date: March 15th, 2022

Subject: Full Time Finance Clerk to Replace Part Time Administrative

Assistant.

From: Town Manager Mascaro

Background Information: The Town currently has a part-time position budgeted for an Administrative Assistant. The position is 25 hours per week, \$16.8920 per hour / \$21,959 annually. This was a utility position that filled in at the front desk, answered phones, made updates to social media and the website, and assisted in entering accounts payable. The individual who held this position was an asset to the Town but the position itself didn't provide the necessary support to anyone. That individual was no longer able to work outside the home and the position has been largely vacant since October.

The position that is needed is a full-time Finance Clerk with a background in accounts payable and receivables, accounting and has a strong aptitude for figures, analysis and spreadsheets. This person would also support all other positions within Town Hall when necessary, as is the standard now. The Building Administrative Assistant, Beth Crowell, has managed certain financial duties for the past 8 years due to insufficient staffing and separation of duties, as required by Standard of Accounting Practices. Beth produces a monthly sales tax report, the quarterly State of Florida Building revenue report, reconciles bank deposits, audits petty cash, manages monthly state and vendor revenue posting, audits permit revenue and makes bank deposits. These duties should be a function of the Finance Department. Beth has done an excellent job with these duties but needs to focus her full attention on the building department activities which continue to increase daily. I can assist with these duties as well but only in a back-up position. In addition to the duties Beth provided there are many additional duties the Clerk's position would be responsible for.

The Finance Clerk's position would be considered an entry level, skilled position, due to the accounting and analytical requirements. 40 hours per week at \$20.00 per hour, for an annual salary of \$41,600.00. I would like this position to begin immediately. There is \$21,959.00 available in the budget. There are 15 pay periods remaining in FY2022. The biweekly gross pay would be $$1600 \times 15 = 24,000 \text{ gross}$. By the time a candidate is hired the salary will be a wash.

Recommendation: Approve the full-time Finance Clerk's position at \$20.00 per hour to begin immediately.

Attachments: None

Section: New Business

Meeting Date: March 15, 2022

Subject: Point & Pay Service Agreement

Submitted By: Jennifer Kerr, Finance Manager

Background Information

With our new software system from BS&A we will be able to offer online payments for the citizens.

There are only two companies that are integrated with BS&A that offer online pay, Point & Pay and InvoiceCloud.

Point & Pay was able to offer a 2.45% per transaction fee or a minimum convenience charge of \$2.00 paid by the user (i.e. parking tickets). They are waiving the monthly service fee for the Town. There is a startup cost to the Town of \$1,000. The startup cost is a onetime cost. All renewals, updates, customer service and technical support is included. There are no extra fees or charges.

InvoiceCloud was able to offer a 3.25% per transaction fee or a minimum convenience charge of \$2.50 paid by the user (i.e. parking tickets) and a \$30 monthly fee to the Town. They did not have any startup costs. All renewals, updates, customer service and technical support is included. There are no extra fees or charges.

Recommendation:

Motion to approve the Town Manager to sign for the Service Agreement with Point & Pay.

Attachments:

Point & Pay Service Agreement

POINT & PAY, LLC E-PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC ("PNP")
A subsidiary of NAB, doing business in Delaware

Town of Melbourne Beach, FL

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached client application ("Client Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 Payment types are Debit Cards, Credit Cards or electronic checks ("e-Check"). A "Debit Card" is a valid payment card with a VISA, Mastercard or Discover Network mark that is tied to a cardholder's bank account or a prepaid account and which is processed with or without the use of a PIN. A "Credit Card" is a valid payment card authorizing the cardholder to buy goods or services on credit and bearing the service mark of VISA, Mastercard, Discover Network or AXP. Client agrees to comply with and be subject to all rules and regulations of MasterCard International, Inc., ("MasterCard"), Visa International ("VISA"), Discover Network ("Discover Network"), American Express ("AXP") (collectively, the "Rules") and National Automated Clearing House Association rules and regulations ("NACHA Rules"), as they may exist or are modified from time to time and as applicable to Client's activities under this Agreement. Client also agrees to comply with all guidelines, policies and procedures for services provided to Client by PNP from time to time.

1.1.3 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate that uses the Services shall complete a Client Application prior to commencement of the Services after which PNP will recognize such Affiliate as the Client pursuant to all of the terms and conditions of the Agreement.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder or checking account owner and the Client (provided that, with respect to applicable service or convenience fees charges, such portion of the transaction will be between Customer and PNP).

1.4 e-Check Transactions ACH Authorizations 1.4.1 Definitions

1.4.1.1"ACH Entry" means any electronic funds transfer initiated through the ACH System resulting in a credit to a Designated Account ("Debit Entry") or a debit to a designated account ("Credit Entry");

1.4.1.2 "ACH System" means the automated clearinghouse or other system used for bulk file transfers;

1.4.2 e-Check Transactions. e-Check transactions are executed by creating or originating authorized ACH Entries using checking account information provided by a Customer. PNP will provide ACH origination services to Client relating to ACH Entries, pursuant to the terms of this Agreement and the NACHA Rules, with PNP's designated financial institution acting as an Originating Depository Financial Institution ("**ODFI**") with respect to such ACH Entries. In addition:

1.4.2.1 Client authorizes PNP and its designated ODFI to originate Entries on behalf of Client;

1.4.2.2 Client agrees to any restrictions on the types of ACH Entries that may be originated;

1

- **1.4.2.3** Subject to Section 8.3 below, Client acknowledges and agrees to the right of the PNP and its designated ODFI to terminate or suspend this Agreement for breach of the Rules in a manner that permits PNP and the ODFI to comply with the Rules;
- **1.4.2.4** Client acknowledges and agrees to the right of PNP and the ODFI to audit Client's compliance with the Agreement, including compliance with NACHA Rules; and
- **1.4.2.5** Client represents and warrants that it has the full authority and capacity to bind its Affiliates to the terms of the Agreement.

1.5 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its Customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.6 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.7 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience or service fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation and Monthly Fees

If applicable, Client shall pay a one-time Activation Fee and Monthly Fees as set forth on the Client Application. If Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, all unpaid fees that would have been assessed in the first year of the Term shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, and without limiting any other rights it may have, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to convenience or service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign

patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, nonexclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user Customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multilevel access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES. EMPLOYEES. AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website which may be amended or modified at any time: https://www.pcisecuritystandards.org.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the [exclusive] provider of electronic payment services and that Client [may not] procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach: Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("**Notice**").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part

thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, pandemics or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if

deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application

If to PNP: Point & Pay, LLC

110 State St. E, Suite D Oldsmar, FL 34677

SECTION 13 MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement, including, without limitation, the Rules and NACHA Rules. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point & Pay, LLC Town of Melbourne Beach, FL

Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its Customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- Counter Module. The Counter Module allows Customers to make payments to Client in a face-to-face environment or over the
 phone using a Payment Device. PNP will issue unique confirmation numbers to Customers who have completed a payment
 transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter
 Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of pointof-sale (POS) terminals.
- Web Module. The Web Module allows Customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- Interactive Voice Response (IVR) Module. The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

PNP shall provide services and technical support to Client via telephone during regular business hours. Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Application

Section: New Business

Meeting Date: March 15, 2022

Subject: Proposal to investigate the possibility of an Interlocal Public Safety

Training Center in Indian Harbour Beach.

Submitted By: Fire Chief Gavin Brown

Background Information:

1. Training is a key component of providing effective public safety services (Fire Suppression, EMS, and Law Enforcement) to the community. Ultimately the better trained a community's first responder personnel are, the safer the community and its citizens and visitors are.

- 2. Currently the local beachside municipal Fire Departments are required to contract with Eastern Florida State College or another larger provider to receive its live fire and other specialized training. While we are grateful for the strong partnership between our agency and the College, ever increasing prices required to conduct these critical trainings have made the need apparent to investigate other possible solutions. The current cost for an 8 hour live fire training for a maximum of 15 personnel is \$2,275. The MBVFD currently has 20 certified firefighters with 4 more graduating in March 2022 that could benefit from this type of training yearly as there are not many opportunities to practice these skills in realistic conditions. Live fire training is also required for students going through the State certification process to become a certified Volunteer Firefighter.
- 3. In addition to the cost constraints, utilizing outside training facilities requires taking local fire apparatus and personnel far away from the areas it protects and greatly lengthens the response time should an emergency occur. It should be noted that before taking any apparatus out of the Town, our agency always ensures adequate coverage for the community during these times; however, it does put a strain on our resources, and in the event of a major incident requiring more than a normal response, it would take additional time to get them on scene.
- 4. In the past, due to the limited land available, the high cost of beachside property, and the cost of facility construction, the possibility of a small municipality having its own training center for is fire & police agencies has not been feasible.
- 5. Currently the City of Indian Harbour Beach has land available that they are investigating what to do with. The Fire Chiefs from the 4 southern beachside municipalities, in addition to the respective Town/City managers and interested Law

Enforcement agencies have met to discuss the possibility of a partnership to construct a Public Safety Training Center on a small portion of the land for shared use. Due to rising property cost and limited availability, this land represents the only foreseeable possibility to ever construct such a facility for any of the beachside communities' fire & police departments.

6. There are various grant possibilities and legislative funds available to assist in funding projects such as these, and with the combined history of success with grant attempts between the 4 municipalities, we strongly believe that there is a real possibility to obtain funding through a regional grant.

Recommendation:

- 1) Continue to investigate the possibility and feasibility of the construction of an Interlocal Public Safety Training Center in partnership with Indialantic, Indian Harbour Beach, and Satellite Beach.
- 2) Send a letter to the City of Indian Harbour Beach expressing our interest in investigating the possibility of a partnership to construct an Interlocal Public Safety Training Center for shared use.

Attachments: N/A

Section: New Business

Meeting Date: 3/15/2022

Subject: Community Center Roof

Submitted By Public Works Director Tom Davis

Background Information:

The roof of the Community Center has reached the end of its life expectancy. Because of that and the concerns by Staff and the Commission that a storm could cause damage to the existing roof and interior of the Community Center I am presenting proposals for the replacement of the roof. The proposals reflect the lowest price material and the higher-priced material being used. The lower price is for a metal coated with an aluminum coating while the higher prices reflect the use of actual aluminum. Proposals were requested from companies with BBB top ratings.

Recommendation:

Replace the roof using aluminum.

Attachments:

- Proposal Renew Pro Roofing
- Proposal ROC Construction
- Hippo Roofing



ESTIMATE

Customer

City Of Melbourne Beach 505 Ocean Ave Melbourne Beach, FL 32951

Prepared By

Sassan Moayer Brevard County

3212896401 roccorp.pres@gmail.com

Prepared On

March 10, 2022



Estimate items

Description

00	fing
	Crew Labor
	Remove existing underlayment and replace w/ GAF StormGuard Water Barrier Underlayment (If there is existing peel n stick installed we may not be able to tear off due to bonding to the decking, redeckin in areas may be required)
	1" Plastic Cap Nails
	ALUMINUM PANEL STARTER
	ALUMINUM RIDGE CAP FLAT RAW FINISH
	Remove and Replace all Goose Neck Vents
	Closed Valley w/ 2 layers of Peel N' Stick per FL code
	W-VALLEY RAW FINISH (Aluminum)
	Remove and replace all Lead Pipe Boots
	ALUMINUM DRIP EDGE RAW FINISH- Rake
	ALUMINUM DRIP EDGERAW FINISH- Eave & ALUMINUM EAVE CLEAT
	Permit Fees
	Dumpster (20 yard)
	Delivery Fee
	2 1/2" Coil Nails 8d Re-nail per FL code
	1/2" CDX 4'x8' (\$125/ea per replacement) TBD on tear off phase (balance of unknown replacements must be paid on day of replacement)
	1 TCM LOK 16 WIDE ALUM RAW FINISH (KYNAR COATED)



Estimate items

Description

Remove & Dispose Metal Roof

Other

MISC- $\#10 \times 1$ PANCAKE TYPE A, RIVETS (100 COUNT), TACKY TAPE 1/2 X 50 FT, METAL ROOF SEALANT 61201, MX193 OR GC43540

15 Year ROC Craftsmanship Warranty

Summary

Description Amount

Total \$36,000.00



Roof Inspection Report

Name: Tom Davis	Date: 3/7/22
Phone:321-288-7230	Age of Roof:
Email: pwsupervisor@melbournebeachfl.org	Address: 509 Ocean Avenue, Melbourne Beach, Fl
Project Manager: Brian Douek	Phone: 321-408-1611
Email: brian.douek@renewpro.llc	
Pricing Estimate	
\$27,000 - Galvalume	
\$36,000 - Aluminum	
Roofing Materials	
DM Class 500 5V Crimp 24 Gauge Mill Finish 24" Coverage FL Product Approval: FL#27499.20 Perimeter: 16" O.C. 117.75 PSF	Qty - 36.91
24 GA Mill Finish Drip Edge 2x2	Qty - 16
24 Ga Mill Finish Valley	Qty - 4
24GA Mill Finish Ridge Cap /12	Qty - 10
24 GA Mill Finish Gable Rake	Qty - 12
#10 1 1/2" Woodzac 250/Bag	Qty - 18
915 Bostick Adhesive Caulk (Grey)	Qty - 5
Pipe Boot #3	Qty - 3
Goosenecks	1 - 6", 1 - 10"
Titanium PSU 30 Peel and Stick Underlayment	Qty - 21
Scope of Work	
Provide Permitting and Inspections	
Provide Dumpster	
Demo and dispose existing materials - Me	etal and underlayment
Remove and replace any rotten plywood. (This estimate includes up to 2 sheets. \$120 per additional sheet needed)	
Nail all plywood to Florida Code	
Apply Peel and Stick underlayment to enti	re surface
Apply drip edge to perimeter	
Call out Inspector for approval	
Upon approval install apply 24 GA 5v exposed faster panels and accessories	
Notes	



OUR WORK SPEAKS FOR ITSELF

FAMILY OWNED AND OPERATED SINCE 2012



Technology has some wonderful benefits. We use it almost every day.

We provide quality roofing services to both commercial and residential properties. Whether you need a new roof, or just want to repair and update the one you have. We have the technology and expertise to get the job done.

As a family owned and operated company since 2012 you can count on our values and know that we treat our customers with integrity, just like they are part of the family!



TRUSTED. TRIED. AND TRUE.

VIEW OUR NUMEROUS
ACCREDITATIONS







31st Annual

Small Business Champion of the Year









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AC	O	RD°
	_	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDYYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	NAME: David Clanton		
Bell-Scott Insurance Group	PHONE	37-7521	
Roofers Choice Insurance	ASORESS: COI@RoofersChoiceInsurance.com		
PO BOX 2567	INSURER(S) AFFORDING COVERAGE	NAIC #	
Waxahachie TX 75168	INSURER A: GEMINI INSURANCE COMPANY	10833	
INSURED	INSURER 8: AMGUARD INSURANCE COMPANY	42390	
RenewPro Roofing, LLC	INSURER C: STARSTONE SPECIALTY INSURANCE COMPANY	44776	
1700 Cedar Street	INSURER D :		
Rockledge, FL 32955	INSURER E :		
	INSURER F:		
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR		TYPE OF INSURANCE	ADDL BUBR INSD WVD	POLICY NUMBER	POLICY EFF (MW/DD/YYYY)	POLICY EXP	LIMIT	s	
	×	CLAIMS-MADE X OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,000,000 s 50,000	
	ш						MED EXP (Any one person)	s Excluded	
١	ш			VGGP005823	04/17/2021	04/17/2022	PERSONAL & ADV INJURY	s 1,000,000	
	GEN	VL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000	
	Н	POLICY X PRO-					PRODUCTS - COMP/OP AGG	s 2,000,000	
_		OTHER:						\$	
	AUT	OMOBILE LIABILITY			2		COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		OWNED SCHEDULED			- 3		BODILY INJURY (Per person)	\$	
3		AUTOS ONLY AUTOS	REAU237253		REAU237253 12/17/2021	REAU237253 12/17/202	12/17/2022	BODILY INJURY (Per accident)	\$
1	×	AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
4								\$	
		UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$ 1,000,000	
;	×	EXCESS LIAB CLAMS-MADE		88571C210ALI	04/17/2021	04/17/2022	AGGREGATE	s 1,000,000	
4		DED RETENTION'S					PR/COMP OPS AGG	\$ 1,000,000	
-1	AND	KERS COMPENSATION EMPLOYERS' LIABILITY Y/N					PER OTH-		
	OFFE	PROPRIETOR/PARTNER/EXECUTIVE CERAMEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$	
1	If yes	datory in NH)					E.L. DISEASE - EA EMPLOYEE	5	
-	DESC	CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	

License: CCC1332655 RenewPro Roofing LLC

Coverage is valid in the State of Florida.

CERTIFICATE HOLDER		CANCELLATION
City of West Melbourne City Hall		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
2240 Minton Road		AUTHORIZED REPRESENTATIVE
West Melbourne	FL 32904	Jestane-

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ACORD 25 (2016/03)

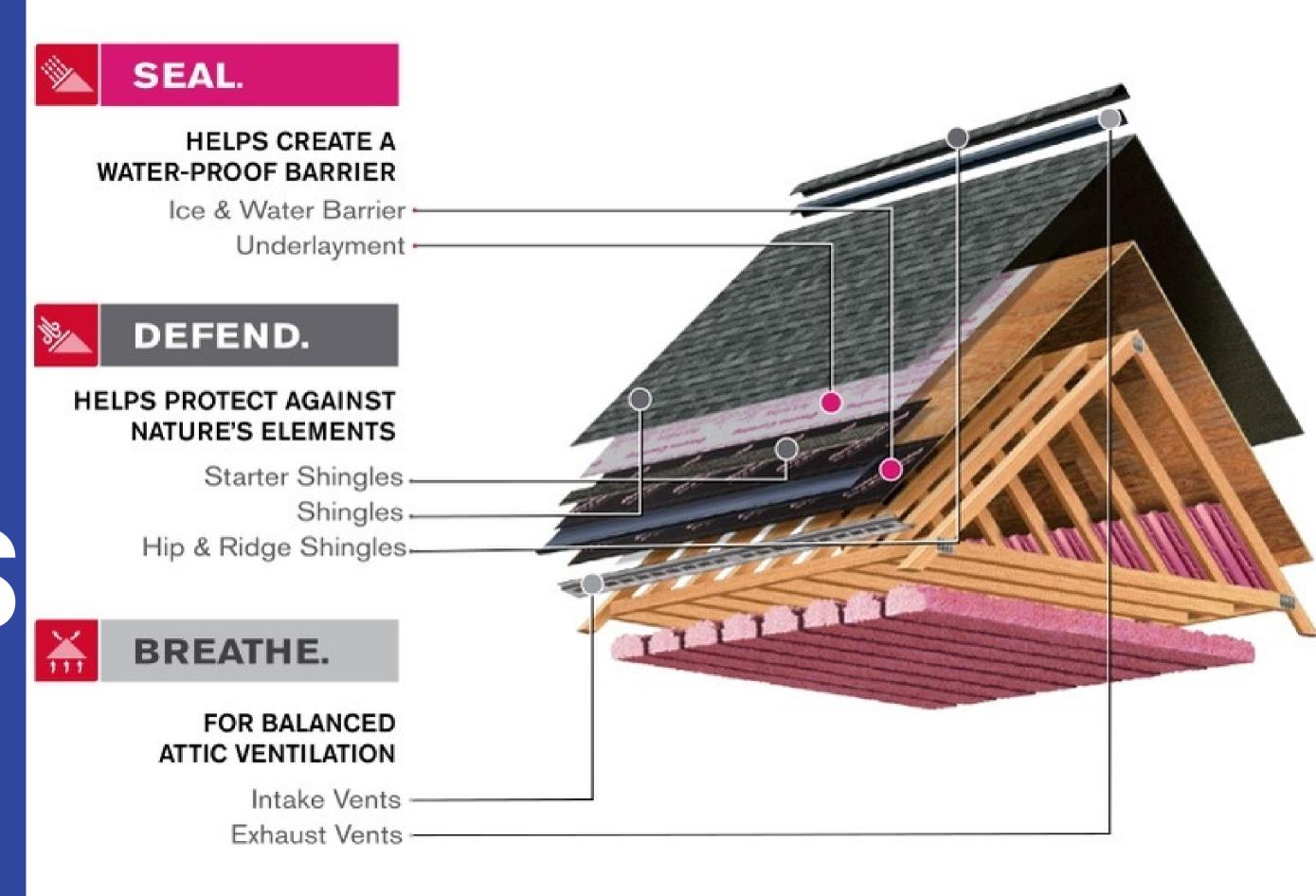
The ACORD name and logo are registered marks of ACORD

REST ASSURED. WERE INSURED.

OUR \$1,000,000 POLICY

YOUR ROOF WORKS

THERE ARE
MANY LAYERS
TO YOUR ROOF





QUALITY WORKMANSHIP

A good roof contractor who is committed to providing quality workmanship will watch out for tiny details, such as ensuring the plywood deck is fastened securely to the rafter framing, the underlayment is properly installed, the shingles are nailed down properly and nails are not popping out, and that the flashings direct water away from critical areas of the roof.

QUALITY MATERIALS

We use only brands that deliver state-ofthe-art performance and are dedicated to providing the industry with reliable, highquality roofing that offers long-term beauty and value. As a result, we are able to help our homeowners build better, safer, more comfortable homes.



CLIENT TESTIMONIALS

"Immediate action following

distress call for leaking roof.

Covered quickly with tarp,

"Thank you for the amazing job you have done on our garage roofs! We are very impressed with your high level of professionalism and the way you supervised and completed our project.

Workmanship, quality of product & warranty could not be better."

CARMEL C

Came out and spoke to insurance adjustor. Job was scheduled and finished in record time. Great looking. The roofing crew couldn't have been more thorough in checking for nails afterwards. We would highly recommend."

CYNTHIA R

"They were on time and did everything they could to get everything approved by my insurance company, even came out with the insurance adjuster. I probably wouldn't have gotten the claim approved if it had not been for them. They also cleaned up after the job and left nothing behind. "

JOHN CAMPBELL

PHASE 1

Sign Contract. Pull permit. Order materials.

PHASE 2

Materials delivered and checked in.

PHASE 3

Tear off. Replace damaged decking if needed. Dry in roof. (Nail decking, apply underlayment, replace drip edge.) Call out inspector for approval.

PHASE 4

After inspector approval, install starter, shingles and accessories. Your property is cleaned. Call back inspector for final approval. Enjoy your new roof!

Sales process timeline



CALL TODAY FOR A FREE ESTIMATE!

ROCKLEDGE, FL 32955

ESTIMATE

Hippo Roofing, LLC 2774 N. Harbor City Blvd, Suite 102 Melbourne, FL 32935 (321) 951-2500 Sales Representative Peller Alwill (321) 536-5340

peller@hipporoof.com



Tom Davis 509 Ocean Avenue Melbourne Beach, FL 32951 Estimate # 1860

Date 3/8/2022

Item	Description
Permitting	Pull & Post Permit & File Notice of Commencement - Follow all Federal, State & Local Building Codes. Call In all Inspections
Roof Preparation- Metal	Tear off standard roof covering and re-nail deck to code,Install High Temperature self adhered peel and stick metal roof underlayment- Following all current FL Building Code
Debris Removal	Haul away all debris and complete final clean up. Roll Magnetic Roller to pick up nails.
Retail - Defender	Install Hippo 5-V Crimp Aluminum Exposed cap fastener roofing system. Install all flashings, boots, goosenecks and ventilation to FL Building code. Color Included to match Fire station.
Wood Repair -Premium	Replace UNLIMITED ROTTED WOOD decking or 40 LF of Fascia. See terms & conditions
Warranty MetalRoof	*Limited Warranty by MFG for Labor and Materials *See specific product warranty for details
Wind Mitigation	Complete Inspection and Provide Report Once Job is Paid In Full. Handled by a 3rd Party Company
Chimney Flash- W Stucco	OLD FLASHING-METAL
Discount- Yard Sign	Commercial Advertisement- \$1000
Discount - Cash	Cash/ Check/ No Finance Discount -3% = -\$

*Terms & Conditions Apply *Deposit Required 50% - Balance due day of completion

If this estimate is for insurance related job it may or may not include any exact insurance pricing, adjustments, supplements, upgrades, depreciation, oversights or paid when incurred items that will be invoiced to you if applicable. If this estimate is for retail work it is subject to any correction necessary as a result of errors and omissions, upgrades, change order or building code requirements irrespective of benefit to the client or company.

Sub Total	\$44,693.00
Total	\$44,693.00

SPECIAL INSTRUCTIONS

This Estimate is valid for 7 days and includes all applicable discounts and promotions. During the next 7 days the Estimate is subject to change or revocation by Contractor without notice.

ESTIMATE

Hippo Roofing, LLC 2774 N. Harbor City Blvd, Suite 102 Melbourne, FL 32935 (321) 951-2500 **Sales Representative** Peller Alwill

peller@hipporoof.com

(321) 536-5340



Tom Davis 509 Ocean Avenue Melbourne Beach, FL 32951

Estimate #	1859
Date	3/8/2022

Item	Description
Permitting	Pull & Post Permit & File Notice of Commencement - Follow all Federal, State & Local Building Codes. Call In all Inspections
Roof Preparation- Metal	Tear off standard roof covering and re-nail deck to code, Install High Temperature self adhered peel and stick metal roof underlayment- Following all current FL Building Code
Debris Removal	Haul away all debris and complete final clean up. Roll Magnetic Roller to pick up nails.
Retail - Defender	Install Hippo 5-V Crimp, 26G, Metal Exposed STAINLESS cap fastener galvalume roofing system. Install all flashings, boots, goosenecks and ventilation to FL Building code. To match additional buildings on property. Color may be added for additional cost*
Wood Repair -Premium	Replace UNLIMITED ROTTED WOOD decking or 40 LF of Fascia. See terms & conditions
Warranty MetalRoof	*Limited Warranty by MFG for Labor and Materials *See specific product warranty for details
Wind Mitigation	Complete Inspection and Provide Report Once Job is Paid In Full. Handled by a 3rd Party Company
Chimney Flash-	OLD CHIMNEY FLASH/ METAL
Discount- Yard Sign	Commercial Advertisement sign -\$1000
Discount - Cash	Cash/Check. No Finance- Discount -3% = -\$850

*Terms & Conditions Apply *Deposit Required 50% - Balance due day of completion

If this estimate is for insurance related job it may or may not include any exact insurance pricing, adjustments, supplements, upgrades, depreciation, oversights or paid when incurred items that will be invoiced to you if applicable. If this estimate is for retail work it is subject to any correction necessary as a result of errors and omissions, upgrades, change order or building code requirements irrespective of benefit to the client or company.

Sub Total	\$26,563.50
Total	\$26,563.50

SPECIAL INSTRUCTIONS

EXPOSED WOOD TOUNGE & GROOVE.

154

This Estimate is valid for 7 days and **includes** all applicable **discounts and promotions**. During the next 7 days the Estimate is subject to change or revocation by Contractor without notice.

155 Of WELBOURN

Town Manager Memo

- Software conversion continues on time and as agreed. The Go Live implementation is April 11, 2022. BS&A will be in Town Hall the week of March 21st for the Go Live set up and final data extraction.
- 2. Attended Managers Meeting in Satellite Beach. Bart Gaetjens from FPL spoke to the group about the continued implementation of tree trimming and line hardening.
- 3. Code Enforcement Officer, Bob Schaefer attended the turtle lighting seminar in Satellite Beach.
- 4. Attended P&Z meeting with Building Official. Two building plans passed. One of the Board Member asked me to engage the Town Attorney is obtaining the definition of spa/hot tub. There is a dispute regarding a neighbors hot tub as to whether or not the hot tub is subject to set backs. The Building Official has inspected the site and determined the hot tub is not subject to the setbacks since the hot tub can be moved. The electrical outlet can be disconnected from the hot tub, the water drained and the hot tub removed. No further action is required at this time.
- 5. Attended the South Beaches Coalition meeting. Low speed vehicles were discussed.
- 6. Attended the Historic Preservation Advisory Board meeting. Dayle Hinman-Farrell discussed the extensive research she had completed on the history of the Town and its residents. The information was taken from newspaper articles and other documented sources. The HPAB would like to publish a docent's (all footnoted) guide to the Town's history. This is a project I fully support since the Town has no official, non- biased history of the Town. The HPAB and the Parks Board will both be interviewing and recording longtime residents to obtain their perspective of life in Melbourne Beach. These recording will be transcribed and hopefully bound for additional historic preservation.
- 7. Met with Neal Thompkins to discuss the next phase of the S.E.A. plans. As suggested by a BOA member, the Town will have a booth at Founders Day. The booth provide concepts and pictures of the Town's vision. Residents will also be asked what their vision of the Town. A date (TBD) for a public meeting will be provided during Founders Day.
- 8. Tom Davis and I met with Scott Glaubitz and Ana Saunders of BSE to finalize the areas of priority for stormwater projects. Project selection will be provided to the Commission during the next regular Town Commission Meeting.
- 9. The Brevard Zoo installed their oyster reefs last week. 30 pallets of oyster were installed, with over 25 volunteers each day.
- 10. The Town's Annual Finance Audit begins on Monday, March 14th and continues throughout the week.
- 11. Corporal/Detective Jason Sadler was promoted to a temporary Sergeant on March 8th along with Officer Zachary Martin's promotion to Corporal. These promotions are a result of the resignation of Sergeant Steve Kino,
- 12. I have requested the Town Attorney review the Town's lease with the Brevard County for the Old Town Hall property. The original lease was for 25 years with a 5 year renewal clause. I have asked Attorney Repperger to provide information about additional renewals, ownership of the building and if the Town can legally move the building, if necessary.

Building Department Report

February 2022

- 51 permits issued
- Construction Value of the 51 permits totaled \$793,603.00
- Total Permit fees \$10,685.31
- 152 inspections completed
- 73 plans reviewed
- 2 Site Plan review for P&Z
- 2 BTR reviews
- 1 Vacation Rental inspections
- 0 New homes

Permit	Description	Issue	Company	Address
MB21_630	FENCE AND GATE(S), INSTALL	2/9/2022		402 SURF RD
MB21_636	HVAC, REPLACE	2/15/2022 Service Experts, LLC		413 MAGNOLIA AVE
MB21_655	DIRECTIONAL BORE - FPL	2/2/2022		507 OCEAN AVE T.H&PD
MB21_660	NEW POOL	2/14/2022 PMCI Pools & Spas		204 RIVERSIDE DR
MB22_016	SHED, INSTALL	2/4/2022 Lowe's Home Centers		611 CITRUS CT
MB22_022	FENCE, INSTALL	0/4/2022 CURERIOR FENCE 8	DAIL OF DDEVADD COUNTY INC	F00 AV/FNIUF A
MB22_025	ELECTRIC, REPLACE	2/1/2022 SUPERIOR FENCE &	RAIL OF BREVARD COUNTY INC	523 AVENUE A
		2/4/2022 Durham & Sons Inc		201 SIXTH AVE D
MB22_027	ELECTRIC, REPLACE	2/15/2022 APOLLO ELECTRIC II	NC.	305 BANYAN WAY
MB22_028	MECHANICAL, REPLACE	2/24/2022 American Air & Heat o	f Brevard	311 FOURTH AVE
MB22_029	MECHANICAL, REPLACE			
		2/1/2022 Brevard Cooling and H	leating Inc	300 THIRD AVE
MB22_030	RE ROOF, GARAGE	2/2/2022 CCC HOLDING COMF	PANY INC	417 SUNSET BLVD
MB22_032	NEW POOL			
MB22_035	GARAGE DOOR, REPLACE	2/14/2022 PINEAPPLE POOLS (OF FLORIDA, LLC	515 MAGNOLIA AVE
		2/3/2022 PRECISION DOOR SE	ERVICES OF BREVARD	401 CORAL AVE
MB22_036	DOOR REPLACE			

		2/4/2022 Lowe's Home Centers	611 CITRUS CT
MB22 037	MECHANICAL, REPLACE		
_		0//4/2000 0	4000 OF DARLIN
		2/14/2022 Complete Air & Heat Inc	1902 CEDAR LN
MB22_038	REMODEL, INTERIOIR	2/22/2022 Windows Building Commence	240 THIRD AVE
14022 020	DE DOOF	2/23/2022 Windward Building Company	319 THIRD AVE
MB22_039	RE ROOF		
		2/4/2022 G&G ROOFING CONSTRUCTION INC	416 OCEAN AVE
MB22_040	MECHANICAL, REPLACE		
		2/2/2022 ABLE AIR, INC	701 ATLANTIC ST
MB22 041	WINDOWS, REPLACE		7017112711111001
MD22_041	WINDOWS, NET EACE		
		2/8/2022 Window World of Central Florida Inc	406 CORAL AVE
MB22_042	SHED INSTALL		
		2/7/2022 TUFF SHED, INC	214 SIXTH AVE
MB22_043	GAS TANK AND LINE INSTALL	0/0/0000 AMEDICAG PROPANE L P	040 EID AVE
		2/2/2022 AMERIGAS PROPANE, L P	213 FIR AVE
MB22_044	RE ROOF FLAT ONLY	2/2/2022 Florida Top Shield Roofing Inc	228 SIXTH AVE
14022 046	DEMORE, BATUROOM	2/2/2022 Florida Top Shield Rooling Inc	220 SIXTH AVE
MB22_046	REMODEL, BATHROOM	2/16/2022	608 CITRUS CT
MB22_047	FENCE	2110/2022	000 0111100 01
MD22_047	LINCE		
		2/4/2022 SUPERIOR FENCE & RAIL OF BREVARD COUNTY INC	312 AVENUE A
MB22_049	POOL RESURFACE		
		2/4/2022 DOUBLE ACTION PLASTERING INC	438 SANDY KEY
MB22_050	ELECTRIC		
	-		
		2/28/2022 NELSON ROMERO ELECTRIC CORP	220 SIXTH AVE
$MB22_051$	POOL DOCTOR OF BREVARD		

		2/16/2022 POOL DOCTOR OF BREVARD INC	507 HARLAND AVE
MB22_052	POOL RESURFACE		
		2/16/2022 POOL DOCTOR OF BREVARD INC	509 HARLAND AVE
MB22_053	GENERATOR/TRANSFER SWITCH		
		2/3/2022 Gladiator Electric Inc	506 COLONY ST
MB22_054	ELECTRIC, REPLACE		
		2/10/2022 CHERRY BOMB ELECTRIC	442 SANDY KEY
MB22_055	ELECTRIC, OVERHEAD TO UNDERGROUND	2/40/2022	440 AVENUE D
MD22 057	DEMODEL INTERIOR	2/18/2022	413 AVENUE B
MB22_057	REMODEL, INTERIOR	2/23/2022	403 HIBISCUS TRL
MB22_058	WINDOWS AND DOORS, REPLACE		
_		2/15/2022 FOUR SEASONS IMPACT WINDOWS AND DOORS LLC	1712 ATI ANTIC ST 6A
MB22 059	FLAT RE ROOF	2/15/2022 FOUR SEASONS IMPACT WINDOWS AND DOORS LLC	1712 ATLANTIC ST OA
MD22_039	TEATRE ROOF		
		2/16/2022 G&G ROOFING CONSTRUCTION INC	1905 REDWOOD AVE
MB22_061	MECHANICAL, HVAC		
		2/15/2022 Service Star Air Conditioning & Heat Inc	320 BANYAN WAY
MB22_063	FENCE REPLACE		
		2/23/2022	526 SUNSET BLVD
MB22_064	RE ROOF	2/17/2022 R & R Roofing of Brevard Inc	402 ANCHOR KEY
MB22_065	WINDOWS, REPLACE	21772022 TO A TOOMING OF BIOVAID INC	402 / WOLLOW MET
MB22_000			
		2/16/2022 THE HOME DEPOT USA	210 ASH AVE
MB22_067	RE ROOF W/SKYLIGHT	2/23/2022 CCC HOLDING COMPANY INC	410 SURF RD
MB22_068	RE ROOF		
		0/00/0000 0 0 1 5 5 0 1	507 DANIMANI MAN
		2/23/2022 Sun Coast Roofing Services, Inc	507 BANYAN WAY

MB22_073	RE ROOF W/FLAT	2/23/2022 CCC HOLDING COMPANY INC	418 FIFTH AVE
MB22_075	MECHANICAL, REPLACE		
		2/23/2022 Island Air & Heat Inc	2101 ATLANTIC ST 523
MB22_076	ELECTRIC REPLACE	a/aa/aaaa CUEDDV DOMD ELECTRIC	400 CUDE DD
MB22 077	REMODEL/RENOVATION	2/22/2022 CHERRY BOMB ELECTRIC	402 SURF RD
WD22_077	NEW DELINE WATTON	2/24/2022 RAMSEY CONSTRUCTION	405 THIRD AVE
MB22_078	FENCE AND GATE, INSTALL		
		2/24/2022 SECURE FENCE AND RAIL LLC	307 AVENUE B
MB22_083	FOUNDATION, REPAIR		
		2/23/2022 FOUNDATION REPAIR SERVICES	422 THIRD AVE
MB22_084	MECHANICAL, REPLACE	2/23/2022 Extreme Air & Electric Inc.	503 HIBISCUS TRL
MB22 087	MECHANICAL, REPLACE	ZIZUIZUZZ EXIIGING AN & LIGUNO INC.	303 FIIBISCOO FILE
_	·	2/23/2022 ABLE AIR, INC	1350 ATLANTIC ST 2N
MB22_088	MECHANICAL, REPLACE		
		2/24/2022 Extreme Air & Electric Inc.	419 OCEAN AVE 404
MB22_089	WINDOWS AND DOORS, REPLACE	2/24/2022	312 SECOND AVE
MB22 090	MECHANICAL, REPLACE	LIZTIZOZZ	312 SECOND AVE
	,	2/25/2022 Complete Air & Heat Inc	205 SURF RD

Public Works Activities

February 2022

- Completed shower deck with all new hardware at Ocean Park
- Exterminated wasp by school zone light ocean
- Mounted solar light at ocean park
- Replaced all curb stops at ocean park turnaround
- Mulched all 26 oak trees on oak
- Completely rebuilt First Ave. crossover to composite
- Mounted new bike racks Ryckman, community center and ocean park
- Toilet repair OP restroom
- Moved speed trailer for PD multiple times
- Repair to boards and cables on pier
- Removed some cabinets Community Center replaced counter tops contracted out floors
- 2 new employees completed 2 day stormwater cert program
- Assisted with wheelchair garage OP
- Repaired stop sign Acacia an Oak
- Mounted hanger rack and board PD
- Constructed planter unit entrance to OP
- Replaced light on OP turnaround flagpole
- Replaced 6 picnic tables Ryckman and OP
- Installed 2 swings at OP
- Completed total rebuild overlook at OP to include roof
- Moved 2 large planters from Town Hall to OP

CODE ENFORCEMENT MONTHLY REPORT: Febuary, 2022

NEW CASES FOR TH	ΗE	MONTH Of Fe	bruary		
CASE NUMBER DATE		ADDRESS	CODE VIOLATION	DATE CLOSED	<u>STATUS</u>
2022-CE-014	2/3/2022	437 Riverview Land	e 2 Boats in Drive Way	2/6/2022	02/06/22 Both boats have been m
2022-CE-015	2/9/2022	2015 Oak Street	Tree branches over sidwalk	2/13/2022	02/13/2022 Tree Had been Trimm
2022-CE-016	2/13/2022	411 Anchor Key	Boat in drive tree cut. In street	2/19/2022	Sending NOV For Boat and Tree cu
2022-CE-017	2/16/2022	409 Pelican Key	Tree3 cuttings in street	2/19/2022	Sending NOV for tree Cuttings. 02,
2022-CE-018	2/23/2022	506 Banyan Way	Boat and trailer in drive	X	Talked to owner will move next da
2022=CE-019	2/22/2022	2005 Oak Street	Tree branches over sidwalk	X	Talked to Owner will trim this wee

OPEN/ACTIVE CASES FROM PRIOR MONTHS

CASE NUMBER 1021-CE-063 2020-CE-198 2021-CE-125	DATE ADDRESS 6/9/2021 409 Third Avenue 11/20/2020 303 Beau Jean 9/16/2021 400 Avenue B	VIOLATION Yard overgrown shed witout permit Failed Short term insp.	ACTION X X X	Waiting on special Majistrate Waiting on special Majistrate Waiting on fire insp. Insp. Comple
	ES CLOSED IN February	. a.ica s.isi e esim map.	-	Traiting on the hispitalist comple
2022-CE-006	1/10/2022 441 Sandy Key	Trailer in drivwe	2/13/2022	02/13/22 trailer was gone Case Clo
2022-CE-009	1/20/2022 212 Fir Avenue	Jet Ski in drive	2/2/2022	Jet Ski moved to side of home Cas
2022-CE-010	1/26/2022 201 Fir Avenue	Basket ball hoop on Vacant Lt.	2/13/2022	02/13/2022 Basket ball hoop was
2022-CE-013	1/31/2022 511 Riverside Driv	ve Tailer parked in front of home	2/13/2022	02/13/2022 trailer was gone Case

NUMBER OF CASES OPEN THIS MONTH	6
NUMBER OF CASES CLOSED THIS MONTH	8
NUMBER OF CASES OPEN AND CLOSED SAME MONTH	4
TOTAL NUMBER OF CASES STILL OPEN	2
NUMBER OF CASES THAT WENT TO Hearing	0

PREPARED BY Robert Schaefer, CODE ENFORCEMENT OFFICER,



Melbourne Beach Police Department Monthly Report February 2022



In February, we had a total of 2 arrests ranging from Battery, Domestic Violence, and Violation of Probation. 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 7 animal complaints/calls this month consisting of;

- 2 Loose dogs
- 3 Dogs on the beach
- 1 Service Dog on the beach
- 1 Dog bite

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.

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

PD News

- Movies in The Park March 18, 2022, 7:30 pm. "Clifford The Big Red Dog" in Ryckman Park with Free Popcorn and Snowcones.
- All officers have successfully requalified at the gun range as per FDLE requirements.
- We assisted with the opening ceremony for Space Coast Little League Parade.

SRO Dovale meets with the Threat Assessment Team regarding pre-post-action plans on fire drills and various scenarios.

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

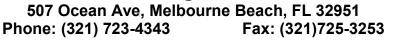
Please see the attachments:

• Sergeant's monthly reports

Stay Safe, Chief Melanie Griswold



MELBOURNE BEACH POLICE DEPARTMENT Jason Hinchman Sergeant





Monthly Report February 2022

- 02/07: Verbal domestic in the 800 block of Pine Street between son and mother. Only verbal in nature.
- 02/14: Criminal mischief in the 900 block of Oak Street. The unknown suspect graffitied the trash can at the location. This case remains open, pending further investigation.
- 02/15: Traffic crash in the 1100 block of Atlantic Street. Two vehicles were involved. Both vehicles had minor damage, and no injuries were reported on scene. Both vehicles were removed from the scene by their drivers.
- 02/21: Dog Bite in the 500 block of Andrews Drive. Male victim had minor laceration to his forearm. Brevard County Animal Control arrived on scene and took the case over.
- 02/22: Criminal mischief in the 300 block Ocean Avenue. Several areas on the back of the building had graffiti. The owner of the building signed a decline to prosecute.
- 02/22: Traffic Crash at Ocean Avenue and Oak Street. Two vehicles were involved. Both
 vehicles had minor damage, and no injuries were reported on scene. The driver at fault was
 issued a traffic citation.



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: February Monthly Call Report

DATE: 02/28/2022

- **2/2-** Fraud in the 300 block of Ocean Ave. An unknown person cashed two fraudulent checks from a business. The case is still open, pending further investigation.
- **2/3-** A Baker Act in the 300 block of Orange St. A W/M sent a text message advising he wanted to harm himself. He was transported to COC without incident.
- **2/8-** Single vehicle traffic crash in the area of Fourth Ave and Oak St. No injuries and the motorcycle was towed away from the scene.
- **2/9-** Juvenile Violation of Probation in the 800 block of Ocean Ave. The juvenile was transported to JDC.
- **2/10-** Hit and run in the area of Oak St. and Acacia Blvd. An unknown vehicle hit a stop sign and knocked it over. No other damage in the area.
- **2/17-** Traffic crash in the 300 block of Ocean Ave. No injuries or roadblocks. A short form was completed with a citation issued to the driver of V1.
- **2/18-** Battery in the 500 block of Third Ave. A Capias request was filed on both individuals involved due to both parties claiming to be a victim and both having minor injury.
- **2/24-** Trespass in the 900 block of Oak St. A male was trespassed from a business without incident.

2/24- Traffic crash in Ocean Ave. and Oak St. No injuries and no roadblocks. Citation to the driver of V1.

2/26- Domestic disturbance in the 800 block of Atlantic St. W/M was arrested for Battery DV.



Melbourne Beach Police Department



							 220	
	FEB	JAN						YTD
Total Calls for Service	937	940						1877
Total Felonies	5	5						10
Total Misdemeanors	3	7						10
Total Capias Requests	2	1						3
Total Traffic Arrests	0	0						0
Total Other Arrests	2	4						6
911 Investigation	17	14						31
Alarm Business	1	4						5
Alarm Residence	3	0						3
Aggravated Assault	0	1						1
Animal Complaint	7	10						17
AOA Fire	3	0						3
AOA LEO	19	22						41
Assist Citizen	9	5						14
Assist DCF	1	0						1
Assist Motorist	1	0						1
Attempt To Contact	3	5						8
Baker Act	1	1						2
Battery	2	0						2
Burglary - Vehicle	0	1						1
Civil Matter	2	2						4
Crash	8	2						10
Criminal Mischief	2	0						2
Disturbance	2	0						2
Disturbance Domestic	2	1						3
Disturbance Domestic Battery	0	1						1
Disturbance Noise	0	1						1
Fraud/Forgery	1	0						1
House Checks	66	92						158
Illegal Parking	68	39						107
Information	15	8						23
Injured/III Person	18	17						35
Intoxicated Driver	0	1						1
Intoxicated Person	0	1						1



Melbourne Beach Police Department



					•	 •	т —	
	FEB	JAN						YTD
Investigation	1	2						3
Narcotics	1	0						1
Open Door	5	5						10
Parking Citations	79	50						129
Patrol Area	86	80						166
Patrol Area Business	170	169						339
Patrol Area Residential	226	320						546
Patrol Area School	44	38						82
Property Confiscated	1	0						1
Property Found	3	0						3
Property Lost	1	0						1
Reckless Driving	6	6						12
Shooting in the Area	0	1						1
Soliciting	1	0						1
Special Detail	0	1						1
Standby-Keep the Peace	0	1						1
Suspicious Incident	8	7						15
Suspicious Person	9	3						12
Suspicious Vehicle	19	13						32
Theft	0	1						1
Traffic Citations	28	25						53
Traffic Complaint	1	2						3
Traffic Enforcement	105	83						188
Traffic Stop	110	102						212
Trespass	1	0						1
Vehicle Inspection	3	2						5
Vehicle Mileage								
Car 360	511	379						890
Car 361	774	872						1646
Car 363	1047	885						1932
Car 364	94	86						180
Car 366	908	978						1886
Car 367	901	1354						2255
ATV 1	0	0						0
ATV 2	0	8						8



Melbourne Beach Vol. Fire Department

507 Ocean Avenue Melbourne Beach, FL 32951 (321)724-1736

FireChief@MelbourneBeachFL.org

FIRE DEPARTMENT MONTHLY REPORT February 2022

Incident Response

For the month of February 2022, the Melbourne Beach Volunteer Fire Department responded to 16 calls for service. The average number of responding volunteer personnel per paged out call for the month was 11.

Breakdown:

- 7 Fire/Rescue 911 Calls (paged out)
- 4 Public Service/Assists
- 1 Special Event Coverage
- 1 Assist Other Agency (FDEP)
- 2 EMS Assists
- 1 MVC traffic assist (first on scene, no injuries)

Notable Incidents

- 02/08/2022 Motorcycle Accident w/ minor injuries at Oak & 4th. 1 victim was transported to a local hospital by BCFR in stable condition.
- 2/17/2022 Sealed unmarked drum full of unidentified liquid washed up on the beach near Ave B beach access. MBVFD & MBPD secured the scene and coordinated with the US Coast Guard and Florida Dept. of Environmental Protection for testing of substance and safe removal/disposal.

Department Membership

• Certified Firefighters: 20

Support Services Personnel: 6Administrative Personnel: 2Probationary Personnel: 1

Notable Events

The Fire Department supported the South Beach Little League with its children's parade for opening day. The parade ran smoothly with no issues.

The beach fire program concluded for the 2021/2022 season on February 28th. All feedback regarding the program has been extremely positive and no problems have been identified so far. The program will open back up for the 2022/2023 season on November 1st 2022.

The Fire Department held interviews with potential candidates for open volunteer positions. 6 candidates were selected to move forward with the Department's 30 day orientation process. Candidates are evaluated during the 30 day orientation and those who excel are offered probationary membership with the Department.

Chief Brown along with the Town Manager attended a meeting with the other beachside municipal managers as well as fire & police agencies to discuss the possibility of a joint fire/police training center in Indian Harbor Beach. Further discussions will be held in March to investigate the feasibility.

Chief Brown attended a meeting in Indialantic with other local emergency responders regarding right whale preservation and regulations.

Grant Updates

The Fire Department completed and submitted the FY21 FEMA Assistance to Firefighters Grant in December 2021. The purpose of the grant is to assist in offsetting the cost of purchasing new radios. At this time we are still awaiting a response back from FEMA.

The Fire Department in partnership with the Firefighters Association continue to investigate possible grant opportunities available for a dock and boat lift for Marine-58 (rescue boat).

Melboน่าหือ Beach VFD

Melbourne Beach, FL

This report was generated on 3/10/2022 6:27:32 PM



Personnel Count per Incident for Date Range

Start Date: 02/01/2022 | End Date: 02/28/2022

INCIDENT			NU	MBER OF PEOPL	E	
NUMBER	DATE	INCIDENT TYPE	FDID	ON APPARATUS	NOT ON APPARATUS	TOTAL
** 2022-5	2/1/2022 19:03:44	735 - Alarm system sounded due to malfunction	19112	6	9	15
** 2022-6	2/8/2022 12:01:12	322 - Motor vehicle accident with injuries	19112	5	6	11
** 2022-7	2/8/2022 21:47:09	743 - Smoke detector activation, no fire - unintentional	19112	6	4	10
2022-8	2/9/2022 08:31:24	553 - Public service	19112	1	0	1
2022-9	2/9/2022 10:53:59	553 - Public service	19112	1	0	1
2022-10	2/11/2022 08:34:21	553 - Public service	19112	1	0	1
** 2022-11	2/16/2022 15:07:36	342 - Search for person in water	19112	1	12	13
** 2022-12	2/17/2022 07:24:34	421 - Chemical hazard (no spill or leak)	19112	5	2	7
2022-13	2/17/2022 09:55:24	551 - Assist police or other governmental agency	19112	1	0	1
2022-14	2/18/2022 13:47:28	321 - EMS call, excluding vehicle accident with injury	19112	3	0	3
2022-15	2/18/2022 18:44:43	321 - EMS call, excluding vehicle accident with injury	19112	1	0	1
** 2022-16	2/20/2022 10:03:19	744 - Detector activation, no fire - unintentional	19112	4	8	12
2022-17	2/22/2022 20:50:42	324 - Motor vehicle accident with no injuries.	19112	1	0	1
2022-18	2/26/2022 15:41:42	553 - Public service	19112	9	0	9
2022-19	2/27/2022 12:47:25	553 - Public service	19112	1	0	1
** 2022-20	2/27/2022 18:45:53	142 - Brush or brush-and-grass mixture fire	19112	6	2	8

TOTAL # OF INCIDENTS: 16

AVERAGES:

3.3

2.7

5.9

** Without EMS Assist or Service Calls: (Paged out calls only)

4.7

6.1

10.9

Melboน่าหือ Beach VFD

Melbourne Beach, FL

This report was generated on 3/10/2022 6:26:39 PM

MARINE RESCUE

Incident Address and Type for Date Range (Landscape)

Incident Status(s): All Incident Statuses | Start Date: 02/01/2022 | End Date: 02/28/2022

INCIDENT #	DATE	LOCATION TYPE	ADDRESS	INCIDENT TYPE	ALARM	CLEARED SCENE
2022-5	02/01/2022		508 Hibiscus TRL , Melbourne Beach, FL, 32951	Alarm system sounded due to malfunction	02/01/2022 19:03	02/01/2022 19:13
2022-6	02/08/2022	Intersection	Oak ST / 4th Ave, Melbourne Beach, FL, 32951	Motor vehicle accident with injuries	02/08/2022 12:01	02/08/2022 12:21
2022-7	02/08/2022		201 Ocean AVE , Melbourne Beach, FL, 32951	Smoke detector activation, no fire - unintentional	02/08/2022 21:47	02/08/2022 22:32
2022-8	02/09/2022		2100 Oak ST , Melbourne Beach, FL, 32951	Public service	02/09/2022 08:31	02/09/2022 08:54
2022-9	02/09/2022		227 5th AVE , Melbourne Beach, FL, 32951	Public service	02/09/2022 10:53	02/09/2022 11:24
2022-10	02/11/2022		2100 Oak ST , Melbourne Beach, FL, 32951	Public service	02/11/2022 08:34	02/11/2022 09:11
2022-11	02/16/2022		Melbourne Causeway , Indialantic, FL, 32903	Search for person in water	02/16/2022 15:07	02/16/2022 15:16
2022-12	02/17/2022		100 Avenue B , Melbourne Beach, FL, 32951	Chemical hazard (no spill or leak)	02/17/2022 07:24	02/17/2022 09:13
2022-13	02/17/2022		400 Avenue B , Melbourne Beach, FL, 32951	Assist police or other governmental agency	02/17/2022 09:55	02/17/2022 10:40
2022-14	02/18/2022		510 3rd AVE , Melbourne Beach, FL, 32951	EMS call, excluding vehicle accident with injury	02/18/2022 13:47	02/18/2022 15:34
2022-15	02/18/2022		190 Ocean AVE , Melbourne Beach, FL, 32951	EMS call, excluding vehicle accident with injury	02/18/2022 18:44	02/18/2022 18:52
2022-16	02/20/2022		2203 Atlantic ST , Melbourne Beach, FL, 329513295	Detector activation, no fire - unintentional	02/20/2022 10:03	02/20/2022 10:29
2022-17	02/22/2022	Intersection	Oak ST / Ocean Ave, Melbourne Beach, FL, 32951	Motor vehicle accident with no injuries.	02/22/2022 20:50	02/22/2022 20:59
2022-18	02/26/2022		1805 Oak ST , Melbourne Beach, FL, 32951	Public service	02/26/2022 15:41	02/26/2022 16:32
2022-19	02/27/2022		509 Ocean AVE , Melbourne Beach, FL, 32951	Public service	02/27/2022 12:47	02/27/2022 12:49
2022-20	02/27/2022		410 Atlantic , Melbourne Beach, FL, 329513295	Brush or brush-and-grass mixture fire	02/27/2022 18:45	02/27/2022 19:25

Memo

To: Mayor, Vice Mayor and Commissioners

From: Jennifer Kerr, Finance Manager

Date: March 09, 2022 Re: February 2022

We are in the fifth month of our fiscal year 2022. The target expenditure rate for February is 41.7%. All departments are managing their expenditures even though several 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. All 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 39.9%. The Departmental expenditure rate breakdown is as follows:

Legislative: 37.5% Executive: 31.1% Finance: 36.5% 31.0% Legal: Comp & Plan: 29.7% **General Services:** 35.9% Law Enforcement: 36.9% Fire: 29.8% Code: 38.6% **Public Works:** 35.7% Parks: 48.4%

Discussion Items:

The Town received Parking Revenue for February in the amount of \$13,666.42. I attended a Grant Writing class provided by Osceola County Sheriff's Department. I attended two virtual meetings with BS&A preparing for the transition over to the new software. Preparing for the FY21 Audit which will begin March 14, 2022.

For the Period: 10/01/2021 to 2/28/2022

Target Rate: 41,7%

Fund: 001 - General Fund

Expenditures	Original Bud	Amended Bud.	VTD Actual	UnencBal	% Bud
Expenditures	Original Bud.	AIIIEIIUEU DUU.	I I D ACIUAI	Oliciicodi	/o Duu
Dept: 11 Legislative					
500.11.00 Executive Salaries	16,200.00	16,200.00	6,749.95	9,450.05	
500.12.00 Regular Salaries	60,705.00	60,705.00	23,376.78	37,328.22	
500.21.00 FICA Taxes - Employer Portion	4,644.00	4,644.00	2,293.30	2,350.70	
500.22.20 Retirement Town Employees	6,568.00	6,568.00	2,421.18	4,146.82	
500.23.01 Health Insurance	8,568.00	8,568.00	4,282.56	4,285.44	
500.23.02 Life Insurance	70.00	70.00	33.78	36.22	
500.25.00 Unemployment Compensation	194.00	194.00	29.14	164.86	
510.31.00 Professional Services	250.00	250.00	0.00	250.00	
510.40.00 Travel & Meetings 510.40.10 Travel & Meetings - Staff	3,640.00 2,788.00	3,640.00 2,788.00	70.00 0.00	3,570.00 2,788.00	
510.47.00 Printing	5,015.00	5,015.00	1,570.19	3,444.81	31.3
510.47.20 Public Records Printing	0.00	0.00	34.65	-34.65	
510.48.00 Promotional Activities	600.00	600.00	60.98	539.02	
510.48.40 Legal Notices	10,000.00	10,000.00	3,312.18	6,687.82	
510.49.50 Election Expense	2,500.00	2,500.00	0.00	2,500.00	
510.54.00 Dues & Subscriptions	875.00	875.00	510.00	365.00	
510.54.10 Training & Schools	4,410.00	4,410.00	0.00	4,410.00	
510.64.00 Machinery & Equipment	2,000.00	2,000.00	0.00	2,000.00	
543.00.00 Licenses & Fees	7,421.00	7,421.00	6,470.39	950.61	
	•	•	,		37.5
	Original Bud	Amended Bud.	VTD Actual	UnencBal	% Bud
Dept: 12 Executive	Original Buu.	Ameriaea baa.	TTD Actual	Offericbai	/0 Duu
500.12.00 Regular Salaries	121,960.00	121,960.00	39,183.72	82,776.28	32.1
500.21.00 FICA Taxes - Employer Portion	9,330.00	9,330.00	3,386.33	5,943.67	
500.22.01 Retirement - ICMA	10,820.00	10,820.00	4,068.23	6,751.77	
500.22.20 Retirement Town Employees	2,376.00	2,376.00	0.00	2,376.00	
500.23.01 Health Insurance	25,697.00	25,697.00	6,031.32	19,665.68	
500.23.02 Life Insurance	735.00	735.00	340.50	394.50	46.3
500.25.00 Unemployment Compensation	390.00	390.00	47.63	342.37	12.2
510.40.00 Travel & Meetings	1,320.00	1,320.00	316.14	1,003.86	24.0
510.52.50 Gas & Oil	2,400.00	2,400.00	1,000.00	1,400.00	41.7
510.54.00 Dues & Subscriptions	895.00	895.00	546.00	349.00	
510.54.10 Training & Schools	450.00	450.00	0.00	450.00	
					31.1
	Original Bud.	Amended Bud.	YTD Actual	UnencBal	% Bud
Dept: 13 Finance	04 004 00	04 004 00	00 574 04	07.000.00	20.5
500.12.00 Regular Salaries	61,234.00	61,234.00	23,571.61	37,662.39	38.5
500.21.00 FICA Taxes - Employer Portion	4,684.00	4,684.00	1,752.74	2,931.26	
500.22.20 Retirement Town Employees	6,626.00	6,626.00	2,442.26	4,183.74	
500.23.01 Health Insurance	7,835.00	7,835.00	3,913.02	3,921.98	
500.23.02 Life Insurance	70.00 196.00	70.00 196.00	33.78 29.33	36.22 166.67	
500.25.00 Unemployment Compensation 510.31.00 Professional Services	7,000.00	7,000.00	5,633.53	1,366.47	
510.32.00 Auditing Services	23,000.00	23,000.00	4,500.00	18,500.00	
510.32.90 Additing Services 510.32.90 Banking Fees	4,700.00	4,700.00	1,013.40	3,686.60	
510.32.95 IPS BANKING FEE	3,708.00	3,708.00	659.72	3,048.28	
510.40.00 Travel & Meetings	2,100.00	2,100.00	142.76	1,957.24	
510.41.15 IPS Communication Fee	660.00	660.00	575.94	84.06	
510.47.00 Printing	180.00	180.00	130.98	49.02	
510.54.00 Dues & Subscriptions	60.00	60.00	0.00	60.00	
510.54.10 Training & Schools	800.00	800.00	455.00	345.00	
764.10.00 Filing Fee Clerk-Parking Ticke	150.00	150.00	0.00	150.00	
1					-

	176	Original Bud	Amended Bud.	VTD Actual	UnencBal	% Bud
Dont: 14	Logal Councel	Original Buu.	Amended Bud.	I I D Actual	Ullelicbai	∕₀ Buu
-	Legal Counsel	00 000 00	00 000 00	00 000 00	07 440 70	20.4
	Professional Services	96,000.00	96,000.00	28,886.30		
510.31.01	Code Enforcement Attorney	2,250.00	2,250.00	1,538.99	711.01	
						31.0
		Original Bud.	Amended Bud.	YTD Actual	UnencBal	% Bud
Dept: 15	Comprehensive Planning					
	Professional Services	20,000.00	20,000.00	5,937.50	14,062.50	29.7
		•	,	•	,	29.7
						20.7
		Original Bud	Amended Bud.	VTD Actual	UnencBal	0/ Dud
Dont: 10	Canaral Samiana	Original Buu.	Amended bud.	T I D Actual	Ullelicbai	% Bud
	General Services	2 520 00	2 520 00	2 520 00	0.00	100.0
	Workers Compensation	2,520.00	2,520.00	2,520.00		
	Professional Services	4,020.00	4,020.00	1,550.00		
510.31.11	•	2,300.00	2,300.00	0.00	,	
	Janitorial Services	15,108.00	15,108.00	6,295.00		
	Pre-Employment Exp	135.00	135.00	269.00		
510.41.00	Telephone	10,992.00	10,992.00	4,285.75	6,706.25	
510.41.10	Communication Services	43,608.00	43,608.00	22,082.78	21,525.22	50.6
510.43.00	Street Lights	46,000.00	46,000.00	15,346.25	30,653.75	33.4
510.43.10	Electricity	28,704.00	28,704.00	8,338.52	20,365.48	29.1
510.43.20	Water & Sewer	1,560.00	1,560.00	1,091.92	468.08	70.0
	Waste Tax Service	2,807.00	2,807.00	2,185.75		
	General Liability Insurance	68,412.00	68,412.00	36,470.00		
	Flood Insurance	3,751.00	3,751.00	0.00		
	Property Insurance	50,920.00	50,920.00	29,483.50	•	
	Auto Insurance	7,788.00	7,788.00	3,763.00		
	Office Equipment Maintenance	4,232.00	4,232.00	1,582.31	2,649.69	
	Equipment Maintenance	14,500.00	14,500.00	318.75	•	
	Pest Control	3,000.00	3,000.00	1,177.90		
	Mowing Contract	22,410.00	22,410.00	11,990.00		
510.47.00		600.00	600.00	481.63		
	Env. Boards Expense	3,420.00	3,420.00	2,560.56	859.44	
	Contingency	30,000.00	16,562.80	0.00	16,562.80	0.0
510.49.99	Miscellaneous	300.00	300.00	28.00	272.00	
510.51.00	Office Supplies	9,000.00	9,000.00	3,880.31	5,119.69	43.1
510.51.10	Postage	1,200.00	1,200.00	867.85	332.15	72.3
510.52.10	Janitorial Supplies	3,000.00	3,000.00	1,546.63	1,453.37	51.6
	Dues & Subscriptions	320.00	320.00	0.00	320.00	0.0
	Capital Outlay	174,261.00	174,261.00	35,343.00	138,918.00	20.3
	Licenses & Fees	17,521.00	17,521.00	7,328.96		
010.00.00		11,021.00	,021.00	7,020.00	10,102.01	35.9
						33.3
		Original Bud	Amondod Dd	VTD Actual	HnonoPol	۵/ ۵۰۰۰۱
Do::4: 04	Low Enforcement	Original Bud.	Amended Bud.	I I D Actual	UnencBal	% Bud
-	Law Enforcement	E70 004 00	600 004 00	000 057 75	440 000 05	05.0
	Regular Salaries	570,664.00	632,664.00	222,657.75		
	Holiday Pay	19,000.00	19,000.00	19,253.06		
	Salaries Overtime	30,300.00	30,300.00	7,053.45		
	Hurricane Pay	17,950.00	17,950.00	0.00	•	
500.15.00	Education Incentive Pay	6,600.00	6,600.00	3,401.43	3,198.57	51.5
500.15.01	First Responder	7,920.00	7,920.00	2,881.43	5,038.57	36.4
500.21.00	FICA Taxes - Employer Portion	50,856.00	50,856.00	18,822.08	32,033.92	37.0
	Police Pension	232,807.00	232,807.00	52,000.00		
	Retirement Town Employees	3,813.00	3,813.00	1,405.58		
	Health Insurance	83,152.00	83,152.00	44,377.56		
	Life Insurance	2,500.00	2,500.00	1,291.75		
	Statutory AD&D	1,000.00	1,000.00	1,000.00		
	Workers Compensation	14,438.00	14,438.00	12,611.00		
ECCC				17 011 1111	10// 111	07.3
	•					
500.25.00	Unemployment Compensation Professional Services	2,127.00 725.00	2,127.00 725.00	318.04 250.00	1,808.96	15.0

520.34.40	Dispatching Services	17,785.00	17,785.00	17,785.00	0.00	100.0
520.40.00	Travel & Meetings	2,240.00	2,240.00	518.65	1,721.35	23.2
520.41.10	Communication Services	4,488.00	4,488.00	1,000.22	3,487.78	22.3
520.46.10	Office Equipment Maintenance	5,500.00	5,500.00	815.84	4,684.16	14.8
520.46.15	Equipment Maintenance	2,000.00	2,000.00	124.91	1,875.09	6.2
520.46.16	Radar Calibration	700.00	700.00	100.00	600.00	14.3
520.46.20	Vehicle Maintenance	12,000.00	12,000.00	5,670.86	6,329.14	47.3
520.48.00	Promotional Activities	1,200.00	1,200.00	288.96	911.04	24.1
520.48.50	Crime Prevention	1,100.00	1,100.00	641.81	458.19	58.3
520.49.99	Miscellaneous	100.00	100.00	0.00	100.00	0.0
520.51.10	Postage	350.00	350.00	0.00	350.00	0.0
520.52.00	Uniforms	6,600.00	6,600.00	1,383.95	5,216.05	21.0
520.52.05	Protective Gear	8,328.00	8,328.00	1,333.50	6,994.50	16.0
520.52.50	Gas & Oil	13,000.00	13,000.00	6,386.14	6,613.86	49.1
520.52.70	Medical	600.00	600.00	12.99	587.01	2.2
520.52.90	Operating Supplies	3,720.00	3,720.00	1,071.51	2,648.49	28.8
520.54.00	Dues & Subscriptions	1,955.00	1,955.00	742.83	1,212.17	38.0
520.54.10	Training & Schools	5,400.00	5,400.00	882.00	4,518.00	16.3
520.64.01	Capital Outlay	58,795.00	58,795.00	32,518.00	26,277.00	55.3
543.00.00	Licenses & Fees	14,738.00	14,738.00	8,208.17	6,529.83	55.7
						36.9
		Original Bud.	Amended Bud.	YTD Actual	UnencBal	% Bud

						7.5 - 5. 5.
Dept: 22	Fire Control					
500.12.00	Regular Salaries	85,610.00	85,610.00	20,586.79	65,023.21	24.0
500.14.50	Stipend Payroll	55,040.00	55,040.00	18,444.03	36,595.97	33.5
500.21.00	FICA Taxes - Employer Portion	7,643.00	7,643.00	3,345.71	4,297.29	43.8
500.22.01	Retirement - ICMA	6,562.00	6,562.00	2,485.30	4,076.70	37.9
500.23.01	Health Insurance	4,968.00	4,968.00	2,483.46	2,484.54	50.0
500.23.02	Life Insurance	162.00	162.00	33.78	128.22_	20.9
500.23.10	Statutory AD&D	180.00	180.00	129.00	51.00	71.7
500.24.00	Workers Compensation	7,920.00	7,920.00	0.00	7,920.00	0.0
500.25.00	Unemployment Compensation	194.00	194.00	35.88	158.12	18.5
520.31.00	Professional Services	5,000.00	5,000.00	703.13	4,296.87	14.1
520.34.40	Dispatching Services	5,200.00	5,200.00	1,300.00	3,900.00	25.0
520.35.00	Pre-Employment Expense	1,225.00	1,225.00	28.00	1,197.00	2.3
520.40.00	Travel & Meetings	500.00	500.00	307.92	192.08	61.6
520.41.10	Communication Services	1,260.00	1,260.00	741.50	518.50	58.8
520.46.15	Equipment Maintenance	8,665.00	8,665.00	5,657.16	3,007.84	65.3
520.46.20	Vehicle Maintenance	22,950.00	40,950.00	12,414.07	28,535.93	30.3
520.46.30	Building Maintenance	1,000.00	1,000.00	152.72	847.28	15.3
520.48.55	Fire Prevention	4,536.00	4,536.00	1,832.29	2,703.71	40.4
520.51.00	Office Supplies	400.00	400.00	127.84	272.16	32.0
520.52.00	Uniforms	6,225.00	7,075.00	188.24	6,886.76	2.7
520.52.02	S.C.B.A.	1,850.00	1,850.00	1,826.48	23.52	98.7
520.52.05	Protective Gear	2,505.00	2,505.00	0.00	2,505.00	0.0
520.52.10	Janitorial Supplies	1,000.00	1,000.00	10.97	989.03	1.1
520.52.20	Tools & Hardware	1,500.00	1,500.00	18.50	1,481.50	1.2
520.52.50	Gas & Oil	2,450.00	2,450.00	1,523.08	926.92	62.2
520.52.70	Medical	1,370.00	1,370.00	464.00	906.00	33.9
520.54.00	Dues & Subscriptions	265.00	265.00	410.00	-145.00	154.7
520.54.10	Training & Schools	6,650.00	6,650.00	1,800.50	4,849.50	27.1
520.54.12	Training Materials	1,920.00	1,920.00	802.32	1,117.68	41.8
520.64.01	Capital Outlay	36,777.00	66,777.00	0.00	66,777.00_	0.0
	Principal Retired	29,734.00	29,734.00	31,324.47	-1,590.47	105.3
520.72.00	Interest Expense	3,267.00	3,267.00	1,675.85	1,591.15	51.3
543.00.00	Licenses & Fees	11,537.00	11,537.00	905.90	10,631.10	7.9
						29.8
					-	

Original Bud. Amended Bud. YTD Actual UnencBal % Bud **Dept: 29 Code Enforcement** 500.12.00 Regular Salaries 14,054.00 14,054.00 5,832.22 8,221.78 41.5 500.21.00 FICA Taxes - Employer Portion 1,075.00 1,075.00 446.14 628.86 41.5

500.22.20	Retirement Town Employees	1,521.00	1,521.00	522.86	998.14	34.4
500.23.10	Statutory &D&D	100.00	100.00	0.00	100.00	0.0
500.24.00	Worker's Compensation	200.00	200.00	0.00	200.00	0.0
500.25.00	Unemployment Compensation	45.00	45.00	6.26	38.74	13.9
520.40.00	Travel & Meetings	35.00	35.00	0.00	35.00	0.0
520.45.03	Auto Insurance	124.00	124.00	0.00	124.00	0.0
520.46.12	Maintenance Supplies	50.00	50.00	0.00	50.00	0.0
520.46.20	Vehicle Maintenance	150.00	150.00	0.00	150.00	0.0
520.51.00	Office Supplies	50.00	50.00	0.00	50.00	0.0
520.51.10	Postage	350.00	350.00	77.45	272.55	22.1
520.51.20	Recording Costs	120.00	120.00	0.00	120.00	0.0
520.52.00	Uniforms	75.00	75.00	130.25	-55.25	173.7
520.52.50	Gas & Oil	150.00	150.00	0.00	150.00	0.0
520.54.10	Training & Schools	75.00	75.00	0.00	75.00	0.0
						38.6

Original Bud. Amended Bud. YTD Actual UnencBal

% Bud

	Public Works					
500.12.00	Regular Salaries	191,283.00	191,283.00	74,085.51	117,197.49	38.7
500.14.00	Salaries Overtime	4,000.00	4,000.00	811.53	3,188.47	20.3
500.21.00	FICA Taxes - Employer Portion	14,633.00	14,633.00	5,895.81	8,737.19	40.3
500.22.20	Retirement Town Employees	20,697.00	20,697.00	7,551.51	13,145.49	36.5
500.23.01	Health Insurance	21,840.00	21,840.00	8,846.18	12,993.82	40.5
	Life Insurance	236.00	236.00	151.98	84.02	64.4
500.23.10	Statutory AD&D	200.00	200.00	0.00	200.00	0.0
500.24.00	Workers Compensation	2,750.00	2,750.00	0.00	2,750.00	0.0
500.25.00	Unemployment Compensation	612.00	612.00	94.65	517.35	15.5
530.31.00	Professional Services	25,000.00	25,000.00	0.00	25,000.00	0.0
	Landscaping	6,500.00	6,500.00	4,756.81	1,743.19	73.2
	Travel & Meetings	200.00	200.00	0.00	200.00	0.0
530.43.10	Electricity	0.00	0.00	1,416.55	-1,416.55	0.0
530.43.15	Electric - Williams Building	5,000.00	5,000.00	1,198.01	3,801.99	24.0
530.43.50	Dump Service	2,000.00	2,000.00	0.00	2,000.00	0.0
530.46.12	Maintenance Supplies	3,000.00	3,000.00	2,659.34	340.66	88.6
530.46.15	Equipment Maintenance	2,500.00	2,500.00	1,395.57	1,104.43	55.8
530.46.20	Vehicle Maintenance	9,500.00	9,500.00	3,926.42	5,573.58	41.3
530.46.30	Building Maintenance	6,500.00	6,500.00	3,592.87	2,907.13	55.3
	Maintenance Old Town Hall	500.00	500.00	344.05	155.95	68.8
530.46.34	Maintenance Ryckman Park	500.00	500.00	0.00	500.00	0.0
530.46.35	Pier Maintenance	500.00	500.00	356.52	143.48_	71.3
	Grounds Maintenance	7,000.00	7,000.00	5,970.80	1,029.20	85.3
530.46.43	Tree Expense	3,500.00	3,500.00	1,225.00	2,275.00	35.0
530.52.00	Uniforms	2,100.00	2,100.00	418.84	1,681.16	19.9
530.52.05	Protective Gear	1,000.00	1,000.00	670.13	329.87	67.0
	Tools & Hardware	4,000.00	4,000.00	2,605.20	1,394.80	65.1
530.52.25	TOOL RENTALS	3,500.00	3,500.00	1,249.46	2,250.54	35.7
530.52.50	Gas & Oil	3,600.00	3,600.00	1,483.85	2,116.15	41.2
530.53.10	Street Repair	7,500.00	7,500.00	2,709.15	4,790.85	36.1
530.53.15	Parking Lot Maintenance	2,500.00	2,500.00	0.00	2,500.00	0.0
530.53.20	Street Signs	10,000.00	10,000.00	4,170.84	5,829.16	41.7
530.54.10	Training & Schools	1,500.00	1,500.00	438.00	1,062.00	29.2
530.57.25	<u> </u>	500.00	500.00	0.00	500.00	0.0
530.64.01	Capital Outlay	46,000.00	46,000.00	8,538.20	37,461.80_	18.6
						35.7
					_	

		Original Bud.	Amended Bud.	YTD Actual	UnencBal	% Bud
Dept: 72	Parks & Recreation					
570.48.10	Founder's Day	6,000.00	6,000.00	0.00	6,000.00	0.0
570.48.50	Movies In The Park	1,800.00	1,800.00	497.94	1,302.06	27.7
570.48.52	Fourth of July	1,000.00	1,000.00	0.00	1,000.00	0.0
570.48.53	Christmas Decorations Park	1,500.00	1,733.00	2,483.84	-750.84	143.3
570.48.60	Easter Egg Hunt	50.00	50.00	0.00	50.00	0.0
570.48.90	Recreation Programs	13,000.00	13,000.00	1,872.87	11,127.13	14.4

570.63.01	Tennis Court Expeditures	350.00	350.00	-14.00	364.00	-4.0
570.63.02	BBall & Ball Courts Bocce Court Expenditures	200.00	200.00	0.00	200.00	0.0
570.63.05	Bocce Court Expenditures	200.00	200.00	0.00	200.00	0.0
570.64.01	Capital Outlay	0.00	13,437.20	13,437.20	0.00	100.0
						48.4

Overall Expenditure Rate:

39.9

For the Period: 10/1/2021 to 2/28/2022

Target Rate: 41,7%0

Fund: 172 - OCEAN PARK PARKING FUND

Expenditures	Original Bud.	Amended Bud.	YTD Actual	UnencBal	% Bud
Dept: 75 Town Parks					
575.31.02 Lifeguard Contract	19,950.00	19,950.00	0.00	19,950.00	0.0
575.32.90 Banking Fees	2,000.00	2,000.00	0.00	2,000.00	
575.34.10 Janitorial Cleaning	1,800.00	1,800.00	750.00	1,050.00	41.7
575.34.91 Landscaping	5,000.00	5,000.00	120.00	4,880.00	2.4
575.41.10 IPS Communications Fee	1,200.00	1,200.00	916.81	283.19	76.4
575.43.10 Electricity	1,584.00	1,584.00	684.44	899.56	43.2
575.43.20 Water & Sewer	1,500.00	1,500.00	422.87	1,077.13	28.2
575.43.50 Dump Service	660.00	660.00	0.00	660.00	0.0
575.46.12 Maintenance Supplies	1,000.00	1,000.00	994.52	5.48	99.5
575.46.15 Equipment Maintenance	0.00	0.00	877.00	-877.00	0.0
575.46.30 Building Maintenance	2,200.00	2,200.00	0.00	2,200.00	0.0
575.46.31 Building Maint Restrooms	0.00	0.00	103.78	-103.78	0.0
575.46.40 Grounds Maintenance	1,800.00	1,800.00	4,106.50	-2,306.50	228.1
575.46.41 Mowing Contract	11,205.00	11,205.00	2,018.35	9,186.65	18.0
575.46.43 Tree Expense	1,000.00	1,000.00	0.00	1,000.00	0.0
575.52.10 Janitorial Supplies	350.00	350.00	5.30	344.70	1.5
575.52.25 TOOL RENTAL	0.00	0.00	2,725.81	-2,725.81	0.0
575.53.15 Parking Lot Repairs	3,000.00	3,000.00	0.00	3,000.00	0.0
575.53.20 Signs	300.00	300.00	304.89	-4.89	101.6
575.63.03 Volleyball Court	1,000.00	1,000.00	0.00	1,000.00	0.0
764.10.00 Filing Fee Clerk-Parking Ticke	120.00	120.00	0.00	120.00	0.0
-					25.2

For the Period: 10/1/2021 to 2/28/2022

Target Rate: 41,6% 1

Fund: 125 - Building Dept

Expenditures	Original Bud.	Amended Bud.	YTD Actual	UnencBal	% Bud
Dept: 24 Protective Inspections					
500.12.00 Regular Salaries	75,116.00	75,116.00	27,571.22	47,544.78	36.7
500.14.00 Salaries Overtime	817.52	817.52	101.35	716.17	12.4
500.21.00 FICA Taxes - Employer Portion	5,746.00	5,746.00	1,967.30	3,778.70	34.2
500.22.20 Retirement Town Employees	7,512.00	7,512.00	2,777.79	4,734.21	37.0
500.23.01 Health Insurance	18,144.00	18,144.00	9,116.22	9,027.78	50.2
500.23.02 Life Insurance	136.00	136.00	67.56	68.44	49.7
500.25.00 Unemployment Compensation	240.00	240.00	33.40	206.60	13.9
520.31.00 Professional Services	55,703.54	55,703.54	21,139.50	34,564.04	38.0
520.51.00 Office Supplies	266.00	266.00	891.01	-625.01	335.0
520.52.20 Tools & Hardware	46.91	46.91	0.00	46.91	0.0
520.54.00 Dues & Subscriptions	95.00	95.00	0.00	95.00	0.0
520.54.10 Training & Schools	80.00	80.00	0.00	80.00	0.0
					38.8

ITEM CLOSED	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO		
Research golf cart parking and bike rack installation	12/15/2021		2/16/2022	Commission	Public Works		
DATE	DIRECTION/NOT	ES					
2/16/2022	Bike racks are ou	it and signage fo	or golf cart parking is	being erected –	ITEM CLOSED		
1/17/2022	Public Works Director Davis asked for input on areas for golf cart parking and offered ideas for picnic table placement. Update at February RTCM.						
12/15/2021	Added to Action Items						
ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO		
Research permanent tree lighting (up lighting) along Ocean Ave, nicer street signs & new trash cans	2/16/2022	3/16/2022		Commissioner Walker	Town Manager/Public Works		
DATE	DIRECTION/NOT	ES		1	1		
2/16/2022	Added to Action	Items - Update	in March				
ITEM	OPENED	DUE DATE	CLOSED	REQUESTER	ASSIGNED TO		
Evaluate audio equipment in the Community Center	1/17/2022	3/16/2022		Mayor Hoover	Town Clerk		
Date	Directions/Note:	S	<u> </u>	1			
2/16/2022	Estimate for audio replacement discussed. The Commission would like to get an estimate on two large-screen TV monitors. Research what company IHB uses. Contact RB Communications.						
1/17/2022	Action Item Crea	ted					

ITEM	OPENED	DUE DATE	CLOSED	REQUESTER	ASSIGNED TO				
S.E.A. PROJECT	2/17/2021	3/16/2022		Mayor Hoover	Town Manager				
Date	Directions/No	tes	_ I						
2/16/2022	plan – she will	Town Manager Mascaro has met with the resident volunteer and they are currently working on the plan – she will provide another update again in March. Mayor Hoover suggested researching FDOT funding for Bicentennial Park and making it an entrance to the Town with a more impressive sign.							
1/17/2022	Vision stateme	nt was approved	. An update will be	given at February I	RTCM.				
12/15/2021	Update at Janu	ary RTCM with D	oix Height information	on.					
10/20/2021	Discussed duri	ng meeting in de	pth. Update at Nov.	RTCM					
9/15/21	•	-	ardening services an	•	next RTCM as an agenda item.				
8/18/2021	Added landsca	ping of Parks to A	Action item – and di	scussed RFP for lar	ndscaping services				
7/21/2021	Check in with S	Susan (include VN	И Barton) and upda	te at August RTCM					
6/16/2021	Commission w	ill no longer purs	ue FDOT grant but v	will continue resea	rch of other funding and grants.				
4/21/2021	Commission ap	proved increasir	ng payment. Grant v	vill be awarded in J	lune. Update July RTCM				
3/17/2021			ndscape grant. Com esigner. Discuss at A		\$5,000 to begin landscape design RTCM.				
2/17/2021	Explore grants,	, etc. Discuss at T	CW on March 3, 20	21					
12/2/2020	owners, startin	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 — an then meet again to discuss in February. Plan for workshops with business owners and PNZ involveme							
12/16/2020	of wireless mic	. 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).							

ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
Research golf cart/low-speed vehicle certification process and the idea of a beachside "g-pass"	2/16/2022	3/16/2022		Commission	Town Manager
DATE	DIRECTION/NOT	ES	•		
2/16/2022					at the SBC meeting and share n certification process.
ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
Research the term multi- generational in terms of building code and its use in other municipalities, aka "Granny Suites."	1/17/2022	3/16/2022		Commission	Town Manager
DATE	DIRECTION/NOT	ES	I		
2/16/2022	Town Attorney a RTCM.	nd Town Manag	ger will discuss "gran	ny suites" and br	ing their findings to the next
1/17/2022	The Town Comm in relation to "gr		the Town Manager to	o research the us	e of the term multi-generational
7/21/2021	Update at Augus	t RTCM			
6/16/2021	PWD will ask FD	OT if subcontrac	tor (who is restriping	g cross walks) can	also paint stanchions
5/19/2021	PWD update at J	une RTCM			

ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO					
Research Charging Stations	11/20/20	6/15/2022		Simmons	Town Manager/PWD					
DATE	DIRECTION/NO	DIRECTION/NOTES								
12/15/2021		TM said new charging companies are coming out and installing their own stations with incentives and it may be a good idea to wait and see what they are. Rapid charge is 3-4 times the cost.								
10/20/2021	Commissioner	Runte reached ou	ut to two vendors he	works with upda	ate Nov. 2021					
9/15/2021			ommissioner Runte e pdate next month	xplained the con	npanies are hard to reach or non-					
8/18/2021	Update at Sep	tember RTCM								
7/21/2021	Update at Aug	ust RTCM								
6/16/2021	Follow up on "	Electrify" a compa	any that leases charg	ing stations						
5/19/2021	Update at June	e RTCM								
4/21/2021	Town Manage	r was given a list k	y Commissioner Rur	nte to evaluate a	nd update again at May RTCM.					
1/20/2021	Update again a	at April RTCM								
12/16/2020	_		ere is a lot to unders ain at January 2021 I		charging stations that effect cost					
11/18/2020	Commission a	dvised to keep this	s item open until the	stations are inst	alled					
10/21/2020		•	•		dor contacts from Comm. Runte					
8/19/2020		ker box must be ro	•	.000-\$4,000.Com	nmission asked TM to find					
7/15/2020		back in August wi	_	•	00. TM is looking at other options If to look for similar offers and/or					
6/17/2020	Electricians scl	neduled Wed. Pari	king spot for bikes ar	nd two for chargi	ng 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. Tobe discussed again at May TCW.									
6/3/2020	Commission as	Commission asked TM to contact Tesla to see what they have to offer. Update June RTCM.								