



TOWN OF MELBOURNE BEACH

TOWN COMMISSION REGULAR MEETING

AUGUST 17, 2022

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**Town of Melbourne Beach
REGULAR TOWN COMMISSION MEETING
AUGUST 17, 2022 at 6:00 p.m.**

MASNY ROOM – 507 OCEAN AVENUE

**PUBLIC NOTICE
AGENDA**

**The Town Commission will conduct a Regular Town Commission Meeting
on Wednesday, August 17, 2022, in the Masny Room
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 Attorney Clifford Repperger
Interim Town Clerk Amber Brown

Notice: Commission discussion and possible action may occur during any Commissioner Meeting. The following sections of the Agenda are always subject to such discussion and possible action without further motion by the Commission: Changes to the Agenda, Public Hearings, 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 Regular Town Commission Meeting minutes for July 20, 2022
- 7. Public Hearing**
 - A. Second reading of Ordinance 2022-02 Capital Threshold
- 8. Old Business**
 - A. Discussion and approval of the Brewer Paving bid proposal for the Redwood and Cherry project
 - B. Discussion on town sign replacement
- 9. New Business**
 - A. Discussion and approval on tennis court resurface estimates
 - B. Discussion on having town emails for Town Attorney, Town Planner, Town Engineer that would go through the Town server
 - C. Welcome Amber Brown as the new Town Clerk
 - D. Appointment of Conflict Legal Counsel for Brevard Circuit Appeal Matter for the Town of Melbourne Beach 05-2022-AP-025737-XXXX-XX
 - E. Discussion and approval of appointment for Glenn E. Thomas, Esq. of Lewis, Longman, & Walker, P.A for pension plan interpretations
 - F. Consider Town Manager Employment Agreement Terms
 - G. Discussion and approval of new sound system in the Community Center
 - H. Discussion and approval to add an additional yoga class
- 10. 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

11. Town Commission Comments

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

12. Adjournment

Town of Melbourne Beach
REGULAR TOWN COMMISSION MEETING
JULY 20, 2022 at 6:00 p.m.
COMMUNITY CENTER – 509 OCEAN AVENUE

MINUTES

Commission Members:

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

Staff Members:

Town Manager Elizabeth Mascaro
Town Attorney Cliff Repperger
Finance Manager Jennifer Kerr
Building Official Robert Bitgood
Fire Chief Gavin Brown
Police Chief Melanie Griswold
Public Works Director Tom Davis
Interim Town Clerk Amber Brown

1. Call to Order

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

2. Roll Call

Interim Town Clerk Amber Brown conducted roll call

Commission Members Present

Mayor Wyatt Hoover
Vice Mayor Joyce Barton
Commissioner Sherri Quarrie
Commissioner Corey Runte
Commissioner Marivi Walker - Late

Commission Members Absent

None

Staff Members Present

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

3. Pledge of Allegiance and Moment of Silence

Mayor Wyatt Hoover led the Pledge of Allegiance

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.

***Ted Funkhouser
509 Banyan Way***

Ted Funkhouser spoke about 510 Banyan Way being a vacation rental and fitting the description of a resort dwelling which are not allowed east of A1A or adjacent to single family homes, and his communication with Kelli Lane from Debbie Mayfield's office.

Mayor Wyatt Hoover asked Mr. Funkhouser to provide any information he has regarding his communication with Debbie Mayfield's office to the Town for follow-up.

Town Attorney Clifford Repperger spoke about the section of an ordinance Mr. Funkhouser referenced is a County ordinance for unincorporated Brevard County.

Jim Simmons
409 Avenue B

Jim Simmons spoke about Melbourne Water and Brevard County Sewer digging up Avenue B to split the meters on the non-conforming multiuse apartment buildings in violation of the Town's Code. There needs to be a process for those entities to get permission from the Town to make sure the work is allowed and done properly.

Mayor Wyatt Hoover spoke about two issues: how to address Melbourne Water not pulling a permit, and how to ensure the end product is of acceptable quality.

Building Official Robert Bitgood spoke about a permit being pulled to hook up the sewer and water as a tie-in. Then that resident connected it to the other properties which was then red-tagged as a stop work order.

NEW ACTION ITEM: List and Evaluate Patched Sections of the Road

Jeff Saraka
508 Banyan Way

Jeff Saraka spoke about vacation rentals and what limit is there, and sewer and water is a health thing with blanket permission to do work.

Mayor Wyatt Hoover spoke about the State removing the ability to manage vacation rentals at a local level other than the application process.

Commissioner Corey Runte spoke about the Town not having anything in place to restrict or eliminate the ability to operate a vacation rental prior to the preemptive action by the Governor, so we are stuck with what we had.

Mike Harris
207 Fir Ave

Mike Harris spoke about having a vacation rental and not getting any complaints.

Melissa Garrity
507 Banyan Way

Melissa Garrity spoke about reiterating the other resident's concerns about vacation rentals.

5. Approval of the Agenda

Commissioner Corey Runte moved to approve the Agenda; Commissioner Marivi Walker seconded; Motion carried 5-0.

6. Presentation

7. Consent Agenda

- A. Approval of Town Commission Workshop Meeting minutes for June 8, 2022
- B. Approval of Regular Town Commission Meeting minutes for June 15, 2022

Vice Mayor Joyce Barton moved to approve the Consent Agenda; Commissioner Marivi Walker seconded; Motion carried 5-0.

8. Old Business

9. New Business

- A. Discussion and approval for stormwater drain cover repairs

Public Works Director Tom Davis spoke about six storm water drain covers that are severely damaged of which at least four present a safety hazard. He asked for a single source approval as he is having a hard time finding companies to come out and provide a quote to replace the six.

Further discussion ensued

Commissioner Corey Runte spoke about why this should be approved and the three bid requirement be waived.

Kelly Austin
517 Sunset Blvd

Kelly Austin asked if the quote was to replace or repair them.

Public Works Director Tom Davis spoke about this quote being for replacement as they are too far gone to repair.

Commissioner Sherri Quarrie asked where the money is coming from.

Town Manager Elizabeth Mascaro spoke about the money coming from stormwater.

Vice Mayor Joyce Barton made a motion to proceed with the stormwater drain cover order from Greystone Concrete for repairs of six drain covers in the amount of \$14,100.00 and to waive the requirement for three bids; Commissioner Marivi Walker seconded; Motion carried 5-0.

- B. Discussion and approval for town sign replacement

Public Works Director Tom Davis spoke about the estimate from FastSigns to create the same type of sign we currently have, and additional designs that were presented by a Commissioner and asked how they would like to proceed.

Further discussion ensued

Mike Harris
207 Fir

Mike Harris spoke about having the design portion be a competition for the Gemini students.

Dan Brunger
400 Sixth Ave

Dan Brunger asked if the Commission would be open to suggestions from the audience emailing in designs.

Several Commissioners stated of course.

Steve Walters
Sixth Ave

Steve Walters spoke about letting the signs live out their lifetime whether they match or not because he doesn't think that's how taxpayer money should be spent.

Kelly Austin
517 Sunset Blvd

Kelly Austin spoke about another option is 3D printing which is very cheap, and getting all of the community involved in the design.

Commissioner Corey Runte spoke about continuing the research and discuss it again next month.

C. Discussion and approval for soil enrichment plan

Public Works Director Tom Davis spoke about soil enrichment. Still waiting for the written report from the soil test. Tom met with Jim Shellenback from AMP Surfactants who taught him a lot about protein systems and how to rebuild them.

Mayor Wyatt Hoover spoke about his concerns being run off, difference from spraying fertilizer and other composts.

Jim Shellenback spoke about the liquid nutritional products from his company and how they work.

Commissioner Sherri Quarrie asked about the cost and frequency of the application.

Jim Shellenback spoke about the minimum would be six applications per year, but that would depend on how fast or slow it takes everything to build up. He recommends three monthly applications then every other month.

Tom Davis spoke about there being about five and a half acres to cover including Ryckman Park, Bicentennial Park, Ocean Park, Sunset Blvd, and the other small

areas around town. The ease of application would not be labor intensive. The cost for the first application would cost about \$385.00 for all of the areas mentioned.

Commissioner Corey Runte spoke about his main concerns being the impacts on the environment and stormwater runoff. He mentioned getting the opinion of the EAB and Marine Resource Council and starting with a test area that is away from the lagoon.

Commissioner Sherri Quarrie spoke about doing the test area at Bicentennial and what the cost would be for the six applications.

Jim Shellenback spoke about the cost being about \$12.50 for 2 quarts which would cover one acre.

Mike Harris
207 Fir

Mike Harris asked about regulations and fertilizer bans during the wet season does this product fall outside of that and if there are any independent studies done.

Jim Shellenback spoke about the fertilizer ban being in effect right now, so the products he presented are not part of the ban. The products are DEP-approved organic carbon-based products with zero phosphates. The only time they use phosphorus is if a soil sample comes back that the soil has too little or no phosphorus. His company works with UF and Waters Ag Lab.

Kelly Austin
517 Sunset Blvd

Kelly Austin spoke about really liking the product and will use it at her place.

Mayor Wyatt Hoover spoke about running it by the Environmental Advisory Board and Marine Resource council.

Commissioner Corey Runte made a motion to provide a conditional approval for the soil enrichment plan subject to the approval by the Environmental Advisory Board and Marine Resource Council for a cost under \$350.00 for use in Bicentennial Park as a test area for six months; Vice Mayor Joyce Barton seconded; Motion carried 5-0.

D. Resolution 2022-06 Vacation Rental Fee Schedule

Building Official Robert Bitgood spoke about the updated fee schedule for vacation rentals due to the extensive amount of time that goes into the inspections. Most of the fees did not change. The ones that did are the initial and annual inspection went from \$85.00 to \$150.00, the first re-inspection went from \$25.00 to \$85.00, the second and each subsequent inspection went from \$25.00 to \$150.00, the late fee for annual renewal went from \$100.00 to \$200.00, and the penalty for operating without registration went from \$125.00 to \$250.00.

Mike Harris
207 Fir

Mike Harris spoke about his vacation rental not having any issues so the inspection was quick and easy. If the Town is having issues with a few people don't penalize the ones that are doing it right penalize the people who are causing the issues. The initial inspection even at \$85.00 is too much. Mike Harris asked if the Town goes to the County or the State to recoup any of the taxes that vacation rentals have to pay.

Building Official Robert Bitgood spoke about the original fee amounts not covering even the minimum expenses for inspections.

Steve Walters
Sixth Ave

Steve Walters asked how many vacation rentals have registered because the Town has spent over \$15,000.00 in attorney fees just to do the ordinances for this. Fees keep being raised first the building department now vacation rentals.

Several individuals stated seventeen.

Further discussion ensued

Kim Collins
402 Sunset Blvd

Kim Collins asked if there has been any effort to track down people that are operating without a license and how is the fee assessed when they operate without being registered with the Town.

Town Manager Elizabeth Mascaro spoke about the Town Clerk taking the applications, Code Enforcement searching VRBO and Airbnb, and the building department finding out through inspections or from the contractors.

Commissioner Corey Runte Spoke about the fees for operating without being registered would be \$250.00 plus any fees assessed by Code Enforcement.

Further discussion ensued

Vice Mayor Joyce Barton made a motion to accept resolution number 2022-06 with the price adjustments on the vacation rental fee schedule; Commissioner Marivi Walker seconded; Motion carried 5-0.

E. Second reading of Ordinance 2022-01 Low-Speed Vehicles

Mayor Wyatt Hoover spoke about any low-speed vehicle that is approved by the State, meaning it has a license plate, then this ordinance does not apply to you and

those individuals do not have to do anything additional. This ordinance is only for the low-speed vehicles that are not street legal to allow them to go through a process locally to get them permitted within the Town of Melbourne Beach and soon Indialantic.

Town Attorney Clifford Repperger second reading of Ordinance 2022-01 an Ordinance of the Town of Melbourne Beach, Brevard County, Florida, relating to the traffic code of the town; making findings; creating sections 30-100 through 30-109, Town Code of Ordinances

Town Attorney Clifford Repperger stated this is the second reading of ordinance 2022-01 an ordinance of the Town of Melbourne Beach, Brevard County, Florida relating to the traffic code of the town; making findings; creating sections 30-100 through 30-109, Town Code of Ordinances, authorizing the operation of low speed vehicles within the town; providing legislative intent and definition; providing for authorized use and operation of low speed vehicles; providing for permits, applications, decals, inspection, and permit revocation; setting forth required equipment; providing for waiver of claims; setting forth unlawful conduct and prohibitions; providing parking regulations; creating provisions for enforcement; providing for reciprocity with the Town of Indialantic; providing for severability; providing for repeal of conflicting ordinances and resolutions; providing an effective date; and providing an adoption schedule.

Town Attorney Clifford Repperger spoke about the changes made since the first reading which are highlighted in yellow.

DEFINITION PROHIBITED STREETS. The phrase “prohibited streets” means Highway A1A within the jurisdictional limits of the Town south of First Avenue.

DEFINITION STREETS. The word “streets” means, for purposes of this Article, all paved surfaces (excluding sidewalks) of streets and roads within the jurisdictional limits of the Town that are not prohibited streets.

§ 30-104. Added (d) The provisions of this section do not apply to low-speed vehicles with a license plate issued by the State of Florida pursuant to Fla. Stat. Sec. 320.0847.

§ 30-105. Added (d) The provisions of subsection (a) and (c) of this section do not apply to low-speed vehicles with a license plate issued by the State of Florida pursuant to Fla. Stat. Sec. 320.0847.

Further discussion ensued

Mark Collins
402 Sunset Blvd

Mark Collins spoke about having a gem and wanted to make sure he can go on A1A anywhere the speed limit is 35MPH or less and was wondering if there is any concern with having vehicles on the road without a license plate.

Mayor Wyatt Hoover spoke about low-speed vehicles that are currently street legal will not have to do anything different. A few years ago this was brought up in Melbourne Beach and it was decided to wait for other municipalities to test it out. Since then the other municipalities have not had any significant issues. Insurance is still required and you must have a driver's license to drive the low-speed vehicle.

Dan Brunger
400 Sixth Ave

Dan Brunger asked for clarification on where in the ordinance it specifically addresses that licensed low-speed vehicles do not need to do this.

Mayor Wyatt Hoover spoke about § 30-104. which addresses that.

Mary Allgood
Sixth Ave

Mary Allgood asked if the people that are already good to drive on the roads need the decal including in Indialantic and asked for clarification on the retail parking lots section.

Mayor Wyatt Hoover spoke about low-speed vehicles that have a license plate are good to drive anywhere that the speed limit is 35MPH or less without regard to any local ordinances. This Ordinance does not allow you to go on private property without their consent.

Town Attorney Clifford Repperger spoke about § 30-101. (c) does not entitle you to drive or park on private property if the owners do not allow it.

Commissioner Corey Runte made a motion to approve the second reading of Ordinance 2022-01 regarding low-speed vehicles with the changes; Vice Mayor Joyce Barton seconded; Motion carried 5-0.

F. First reading of Ordinance 2022-02 Capital Threshold

Town Attorney Clifford Repperger first reading of Ordinance 2022-02 an ordinance of the Town of Melbourne Beach, Brevard County, Florida, relating to purchasing; making findings; amending section 15-10 capital outlay defined; amending section 15-22, town purchasing agent to increase the spending authority of the Town Manager to \$5,000.00; amending section 15-24, purchase orders; providing for severability; providing for repeal of conflicting ordinances and resolutions; providing an effective date; and providing an adoption schedule.

Finance Manager Jennifer Kerr spoke about chapter 5 of the Florida Government Finance Officers Association Basic Governmental Resource Manual which states capital threshold should not be less than \$5,000.00. Ours is currently at \$500.00, and our CPA suggested the increase as well.

Town Attorney Clifford Repperger spoke about keeping everything the same across the board so this ordinance also increases the spending authority of the Town Manager to \$5,000.00.

Vice Mayor Joyce Barton made a motion to approve Ordinance 2022-02 first reading of capital threshold changes; Commissioner Marivi Walker seconded; Motion carried 5-0.

G. Legislative intent/authorization for amendment to accessory structures Sec. 7A-57

Town Attorney Clifford Repperger spoke about wanting authorization of draft Ordinance to amend Sec. 7A-57 to exempt foundational components such as sidewalks, driveways, patios, slabs, and walkways from setback requirements. Correct the Agenda Item Memo at the end where it says “from permitting requirements” it should say from setback requirements. These elements would still need to be included in lot coverage, permitted, and be included on site plans. Another issue this amendment will make more clear is 7A-57(d) utility sheds.

Further discussion ensued

***Greg Wilson
526 Sunset Blvd***

Greg Wilson asked if he can then put a driveway and sidewalk from one side of his property to the other.

Mayor Wyatt Hoover stated there are requirements for lot coverage and pervious surfaces.

Commissioner Corey Runte made a motion to approve the authorization for legislative intent for an amendment to accessory structures Sec. 7A-57 as presented; Commissioner Marivi Walker seconded; Motion carried 5-0.

10. Staff Reports

A. Town Attorney Report

Town Attorney Clifford Repperger spoke about Attorney Morris Richardson who was appointed the new attorney for Brevard County, so he will not be able to handle the Code Enforcement appeal case. There is nothing to do right now until the initial brief is filed. He will look into some other attorneys to take over the case. He worked with the Police Department regarding a Risk Protection Order which allows law enforcement to petition the court to have an individual's weapons seized temporarily. The court allowed the police department to take custody of any weapons and the final hearing is coming.

B. Town Manager Report

Town Manager Elizabeth Mascaro spoke about Brewer Paving being the only one that showed up for the pre-bid meeting today, the S.E.A workshop has been scheduled.

Further discussion ensued

C. Town Clerk Report

No Report

D. Departmental Reports

1. Building Department

Building Official Robert Bitgood spoke about there being an uptick in permits, several houses received demo permits, issued two certificates of occupancies, and red tags continue to be an issue.

2. Public Works Department

Public Works Director Tom Davis spoke about some items being pushed due to a leak in the public works building that needed extensive repairs.

Further discussion ensued

3. Code Enforcement

No additions to the report

4. Police Department

No additions to the report

5. Fire Department

Fire Chief Gavin Brown spoke about a house on Sunset that was donated by a resident for the department to train in.

6. Finance Department

Vice Mayor Joyce Barton moved to approve the Finance Report as presented; Commissioner Sherri Quarrie seconded; Motion carried 5-0.

11. Town Commission Comments

A. Review of Commission Action Item List

Updated

- **Dog Park Research:** Town Manager Elizabeth Mascaro spoke with Indialantic who just finished their six-month trial period and so far so good so they will be renewing it - September
- **Permanent Tree Lighting:** The in-the-ground one was the best – next month
- **Community Center Audio:** Interim Town Clerk spoke about still collecting a couple more items - next month
- **S.E.A. Project:** The workshop is scheduled for August 24th at 6:30 pm. - September

B. General Comments

None

12. Adjournment

Commissioner Corey Runte moved to adjourn; Commissioner Marivi Walker seconded; Motion carried 5-0.

Meeting adjourned at 9:15 p.m.

ATTEST:

Wyatt Hoover, Mayor

Amber Brown, Interim Town Clerk

Town Commission Agenda Item

Section: Public Hearing

Meeting Date: August 17, 2022

Subject: Second Reading of Ordinance 2022-02 (Capital Threshold)

Submitted By: Town Attorney Repperger

Background Information:

Chapter 5 of the Florida Government Finance Officers Association (FGFOA) Basic Governmental Resource Manual states that capitalization thresholds should not be set at less than \$5,000.00 for any individual item.

Per Section 15-10 of the Town Code, the Town's capital outlay unit value has been defined as including fixed assets with a unit value of \$500 or greater since 1992.

During the prior year audit process, James Moore, CPA Zach Chalifour brought the issue to the Town's attention (See attached email dialog).

The proposed Ordinance raises the definition of capital outlay to fixed assets with a unit value of \$5,000.00 or greater for consistency with the FGFOA Guidelines and raises the Town Manager and Purchase Order threshold to match that amount.

Note threshold amount amendment has been made to apply to Section 15-27, after first reading.

Recommendation:

Approve/Pass Ordinance 2022-02 on Second Reading.

Attachments:

- Draft Ordinance 2022-02.
- Chapter 5, (FGFOA) Basic Governmental Resource Manual.
- Email dialog with James Moore CPA, Zach Chalifour

ORDINANCE NO. 2022-02

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, RELATING TO PURCHASING; MAKING FINDINGS; AMENDING SECTION 15-10, CAPITAL OUTLAY DEFINED; AMENDING SECTION 15-22, TOWN PURCHASING AGENT TO INCREASE THE SPENDING AUTHORITY OF THE TOWN MANAGER TO \$5,000.00; AMENDING SECTION 15-24, PURCHASE ORDERS; AMENDING SECTION 15-27, FORMAL COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, the Town's capital outlay unit value has been defined as including fixed assets with a unit value of \$500 or greater since 1992; and,

WHEREAS, Chapter 5 of the Florida Government Finance Officers Association Basic Governmental Resource Manual states that capitalization thresholds should not be set at less than \$5,000.00 for any individual item; and,

WHEREAS, the Town desires to increase the Town Manager's purchase authority and the Town's purchase order thresholds to match the applicable asset capitalization threshold; and

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

SECTION 1. Recitals and findings. The foregoing recitals ("WHEREAS" clauses) are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the Town Commission of the Town of Melbourne Beach.

SECTION 2. That Section 15-10 of the Code of Ordinances of the Town of Melbourne Beach is hereby amended to read as follows:

§ 15-10. CAPITAL OUTLAY DEFINED.

Capital outlay shall include capital purchases for the acquisition of, or additions to, fixed assets with a unit value of \$5,000.00 or greater.

SECTION 3. That Section 15-22 of the Code of Ordinances of the Town of Melbourne Beach is hereby amended to read as follows:

§ 15-22. TOWN PURCHASING AGENT.

* * *

(3) The Town Manager is authorized to purchase budgeted supplies, services, or professional services when the purchase amount does not exceed ~~\$4,000~~ \$5,000.00. The Town Manager may negotiate, enter into, and execute appropriate purchase orders or contracts for the purchase of said supplies, services, or professional services not exceeding ~~\$4,000~~ \$5,000.00 without Town Commission approval. Additional expenditures exceeding the ~~\$4,000~~ \$5,000.00 threshold must be approved by the Town Commission.

(4) The Town Manager is authorized to negotiate the purchase of supplies, services, or professional services for amounts in excess of ~~\$4,000~~ \$5,000.00; provided that no purchase order shall be issued or contract executed committing the Town to said purchase. A purchase order may be issued, or contract executed, by the Town Manager, at such time as: (i) sufficient funds have been appropriated by the Town Commission or funds exist in the budget category from which funds to pay for said supplies, services, or professional services would come from; and (ii) if a standard Town purchase order is to be used, the actual purchase has been approved by the Town Commission, or if other than a standard Town purchase order is to be used, the actual contract for the purchase of services, supplies, or professional services has been approved by the Town Commission. Purchase orders, contracts, and approvals for appropriation, involving purchase of supplies, services, or professional services in an amount of less than \$25,000 may be routinely approved by placement on the Town Commission's consent agenda.

* * *

SECTION 4. That Section 15-24 of the Code of Ordinances of the Town of Melbourne Beach is hereby amended to read as follows:

§ 15-24. PURCHASE ORDERS.

Unless otherwise authorized by Resolution of the Town Commission, ~~All~~ purchases in excess of \$5,000.00 shall be made by purchase order issued by the Finance Clerk. A purchase order system shall be established by the Town Manager. All using agencies and vendors shall be made aware of this system and adhere thereto.

SECTION 5. That Section 15-27 of the Code of Ordinances of the Town of Melbourne Beach is hereby amended to read as follows:

§ 15-27. FORMAL COMPETITIVE BIDDING PROCEDURES.

(a) Minimum threshold for competitive bidding.

(1) All supplies and services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$45,000, shall be purchased by formal, written contract and/or purchase order from the lowest responsible bidder, after due notice inviting bids under the procedures described below. All sales of public property (except trade-in public property) which has become obsolete and unusable, when the estimated value shall exceed \$45,000, shall be accomplished by formal contract to the highest responsible bidder, after legal notice inviting proposals has been published as required by law. All bid solicitations shall be based upon bid specifications as prepared by the town prior to the solicitation of bids for a supply or service.

(2) Prohibition against subdivision. No contract or purchase shall be subdivided solely to avoid the requirements of this section

(b) Notice inviting bids.

(1) Newspaper. Notice inviting bids shall be published once in one official newspaper of general circulation, as defined by Sections 50.011 and 50.031, Florida Statutes, and at least five working days preceding the last day set for the receipt of bids. The newspaper notice required hereby shall include a general description of the items to be purchased or sold, shall state where bid blanks and bid specifications may be secured, and the time and place for opening bids.

(2) Bidder's list. Sealed bids shall also be solicited from at least five responsible prospective suppliers as determined from professional journals, industry directories, and similar publications and those who have requested their names to be added to a bidder's list which the Town shall maintain, by sending them a copy of such newspaper notice or such other notice as will acquaint them with the proposed purchase or sale. This requirement shall be waived to the extent that the Town Manager, or said Town Manager's designee, is unable after good faith inquiry to ascertain that there are five responsible suppliers for a service or supplies. In any case, invitations sent to the vendors on the bidder's list shall be limited to supplies or services that are similar in character and ordinarily handled by the trade group to which the invitations are sent.

(3) Bulletin board. All pending bid purchases or sales shall also be advertised by notice on the public bulletin board at Town Hall.

(c) Bid deposits. When deemed necessary by the Town Manager, or the Town Manager's designee, bid deposits shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be entitled to return of surety where the Town Manager has required such. A successful bidder shall forfeit any surety required by the Town Manager upon failure on his part to enter a contract with the Town within ten days after the award.

(d) Bid opening procedures.

(1) Sealed. Sealed bids shall be submitted to the Town Clerk and shall be identified as bids on the outside of the envelope.

(2) Opening. Bids shall be opened by the Town Manager or the Town Manager's designee in public at the time and place stated in the public notices and shall be witnessed and recorded by appropriate written record.

(3) Tabulations. A tabulation of all bids received shall be made and shall be available for public inspection.

(e) Rejection of bids. The Town Manager shall have the authority to reject all bids when the purchase amount is \$45,000 or less, or when the public interest will be served thereby. The Town Commission may reject all bids when the public interest will be served thereby. The Town Commission shall not accept the bid of a contractor who is in default on payment of taxes, licenses or other monies, due the Town.

(f) Award of contract. When a purchase is bid, all contracts, when the sum is \$45,000 or less, may be awarded by the Town Manager to the lowest responsible bidder. When the amount of a contract is in excess of \$45,000, the Town Commission may award the contract to the lowest responsible bidder, or may delegate to the Town Manager the power to award said contract to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, the bid and the bidder shall meet the following requirements, unless otherwise waived by the Town:

(1) The bidder has the ability, capacity and skill to perform the contract.

(2) The quality, availability and adaptability of the bidder's supplies or services to the particular use required comply with commercially acceptable standards in effect in east central Florida and comply with the bid specifications.

(3) That the bidder has the ability to provide future maintenance and service for the use of the subject of the contract.

(4) That the bidder has a sufficiency of the financial resources and ability to perform the contract.

(5) That the bidder can perform the contract within the time specified in the bid specifications, without delay or interference.

(6) That the person or other entity submitting the bid is a responsible bidder meaning that the bidder has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

(7) That the bidder has satisfactorily performed substantially similar contracts, as to type of supply or service or as to amount of supply or service, with the Town or other governmental entities in the past and is not at the time of submission or award of the bid or time of contracting for the provision of the bid service or supply to the Town otherwise debarred or limited from submitting bids to the Federal or state government.

(8) That the bidder has complied with laws and ordinances relating to the contract.

(9) That the bid is responsive in that the bid submitted conforms in all material respects to the invitation for bids and bid specifications.

(g) Award to other than lowest bidder. When the award is recommended not to be given to the lowest bidder for purchase of \$45,000 or less, a full and complete statement of the reasons for placing the order elsewhere shall be prepared for or by the Town Manager and approved by the Town Manager prior to the award of contract.

(h) Equal bids.

(1) Local vendors. If low bids received are for the same total amount or unit price, quality and service being equal, the preference shall be given in order to vendors whose principal place of business is in the Town first and in Brevard County second. In the purchase of, or contract for, supplies and services, the town may give a preference in an amount not to exceed three percent of the bid price go local persons, firms, or corporations; provided however, that:

(A) The local person, firm or corporation first agrees to match the low bid of the lowest responsible non-local bidder; and

(B) This section in no way prohibits the right of the Town Commission to compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids. For the purpose of this provision, the term “local persons, firms, or corporations” shall be defined as those whose principal place of business is located within the municipal boundaries of the Town or of Brevard County. Nothing contained herein shall authorize the Town to specify a single source of supplies or services.

(2) Outside vendors; tie bids. If low bids received are for the same total amount or unit price, quality and service being equal, and there is no local bidder, the bid award shall be given to the bid certifying a drug-free workplace has been implemented as provided in Section 287.087, Florida Statutes. If two or more, or none, of the equal responses from other than local bidders are received certifying that a drug-free workplace has been implemented, the Town Manager shall award the contract to one of the bidders by drawing lots in public.

(i) Performance or payment bonds. The Town Manager or Town Commission shall have the authority to require a performance or payment bond, before entering a contract, in such amount as shall reasonably be necessary to protect the best interests of the Town; provided that said requirement of a performance or payment bond shall have been included in the bid specifications.

(j) Special purchases.

(1) The Town Manager may determine to make any purchases in excess of \$45,000 without formal bid to procure supplies and services which are the subject of contracts with another governmental agency, if the price and conditions of purchase for the Town are no less favorable

than those obtainable by said governmental agency. Notwithstanding the foregoing, the actual purchase order or contract must be pre-approved by the Town Commission.

(2) The Town Commission may use contracts or bids from another governmental entity, where such contracts or formal bids followed formal bid procedures of sealed written bids, public openings, and legal advertisements, at least as stringent as those contained in this article and such other contracts or bids called for the same supplies or services in the same or similar quantities under like conditions of purchase.

(3) The Town Commission shall have the authority to waive the formal bidding procedures described in § 15-27 when due to a need for supplies or services there is insufficient time to utilize the bidding, in the event of emergency circumstances, or when the Town Manager, or the Town Commission, as the case may be determined that it is in the best interest of the Town.

(k) Single source. Supplies or services available only from a single source are excepted from the provisions of this article. However, if the estimated purchase amount exceeds \$45,000, the Town Commission must make a specific finding at a Town meeting that only one source exists to provide the supplies or services.

(l) Insufficient bids. If less than two responsive bids are received in response to an invitation for bid, the Town Commission may authorize the Town Manager to negotiate the purchase of the needed supplies or services on the best terms available, and this provision shall be deemed to be an implicit part of all Town bid specifications.

SECTION 6. Severability.

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

SECTION 7. Ordinances and Resolutions in Conflict. All ordinances or resolutions or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. Effective Date.

This Ordinance shall become effective immediately upon adoption.

SECTION 9. Adoption Schedule.

PASSED by the Town Commission of the Town of Melbourne Beach on first reading on the 20th day of July, 2022, and ADOPTED by the Town Commission of the Town of Melbourne Beach, Florida, on final reading on the 17th day of August, 2022.

TOWN OF MELBOURNE BEACH, FLORIDA

ATTEST:

Amber Brown,
Interim Town Clerk

By: _____
WYATT HOOVER, Mayor

(TOWN SEAL)

Section 5 – Capital Assets

Overview

Generally, capital assets are the largest asset of a local government. Capital assets are tangible and intangible assets acquired for use in operations that will benefit the local government for more than a single fiscal period. Typical examples of capital assets include land, land improvements, construction-in-progress, infrastructure/improvements, buildings, furniture, motor vehicles, audio-visual and software. As a general rule, local governments should report only those capital assets that they own. For capital leases, although title to the financed asset does not pass to the lessee until the end of the lease term, the lessee does assume the risk of ownership. Therefore, it is reported as Property under Capital Lease.

Statutory Requirements

Chapter [274](#), F.S., governs the administration of tangible personal property owned by certain local governments. Section [274.01](#), F.S., defines “governmental units” for purposes of the requirements as the governing board, commission or authority of a county or taxing district of the State or the sheriff of the county. Section [274.02](#), F.S., defines “property” as fixtures and other tangible personal property of a nonconsumable nature and requires the State’s Chief Financial Officer to establish, by rule, the requirements for the recording of property. DFS [Rule 69I-73](#), F.A.C., prescribes requirements for recording and inventorying tangible personal property, marking of property items, and disposing of property items.

Capital Asset Valuation

Capital assets should be reported at their historical cost, which can include: (1) all charges to place the asset in its intended location (for example, freight); (2) all charges to place the asset in its intended condition for use (for example, installation or site preparation); and, (3) subsequent additions or improvements that enhances a capital asset’s functionality or extends its expected useful life. Expenditures for repairs are generally not included in historical cost. If historical cost information is not available, estimated historical cost may be used. Donated capital assets should be reported at their fair value on the date the donation is made. Typical donated capital assets include land, buildings, furniture, fixtures, and equipment.

Capital Asset Capitalization and Accountability

Any asset that benefits more than one fiscal period potentially could be classified as a capital asset. As a practical matter, not all items that meet the definition of a capital asset should be capitalized for reporting purposes. Local government officials should establish a dollar value or capitalization threshold that capital assets must exceed if they are to be capitalized. Other considerations, as recommended by the GFOA, include:

- Items capitalized should have an estimated useful life of at least two years from the date of acquisition;
- Capitalization thresholds are best applied to individual items rather than to groups of similar items unless the effect of doing so would be to eliminate a significant portion of total capital assets (e.g., books of a library district)
- Capitalization thresholds should not be set at less than \$5,000 for any individual item; and,
- Governments that are recipients of Federal awards should be aware of Federal requirements that prevent the use of capitalization thresholds in excess of certain specified maximum amounts (currently \$5,000) for purposes of Federal reimbursement.

When capital assets are not capitalized, governments should still ensure that adequate control and accountability is maintained, especially in certain circumstances, such as:

- For those local governments subject to ch. [274](#), F.S., and DFS Rules, tangible personal property with a value or cost of \$1,000 or more and a projected useful life of one year is required to be recorded for inventory purposes.
- Assets that pose a risk to public safety and could be the source of potential liability.
- Assets that must be accounted for pursuant to a legal or contractual provision.
- Assets that are easily transportable and readily marketable or easily diverted to personal use.

Many governments use a perpetual inventory system to maintain effective control over capital assets. Such a system is constantly updated for additions and deletions of the capital assets inventory. Periodic verification is still required to ensure adequate control and accuracy of the government's inventory. GFOA recommends that governments inventory its tangible capital assets, at least on a test basis, no less than every five years. For those local governments subject to ch. [274](#), F.S., and DFS Rules, an inventory is required for property with a cost or value of \$1,000 annually or whenever there is a change in custody.

Capital Asset Maintenance and Replacement

Local governments should establish a system for assessing the condition of capital assets and develop a plan and budget for capital asset maintenance and replacement. Assessing the condition of capital assets can be done in conjunction with the inventory process. GFOA issued best practice recommendations for this process in its *Capital Asset Assessment, Maintenance and Replacement Policy* (see link in reference section).

Depreciation

Depreciation is the systematic and rational allocation of the cost of a capital asset over its estimated useful life. Land and construction-in-progress are typically not depreciated. Local government officials need to establish the useful life and depreciation method for each class of capital asset. Straight-line depreciation is the most common method. The composite depreciation method is applied to a certain type of capital asset rather than to an individual capital asset.

Past experience should be used to determine the estimated useful life of an asset. When the government has no past experience to rely upon, the experiences of other governments can be useful. However, when depending on others' experiences, the government should take into consideration differences in quality of materials that comprise the asset, differences in the extent of use or the intended uses of the asset, and environmental differences between assets held by others and those acquired by the government. Once established, estimated useful lives should be periodically compared to actual experiences to make adjustments as necessary.

Capital Assets Reporting

Governmental Accounting Standards Board, Statement 34, requires capital assets to be reported on the government-wide Statement of Net Position and in the Notes to Financial Statements. Each local government must make four distinctions:

- Capital assets related to governmental activities that must be reported separately from those related to business-type activities.
- Different major classes of capital assets
- Capital assets that are not being depreciated.
- Accumulated depreciation that must be reported separately for each major class of depreciable capital assets.

In addition, the following must also be reported:

- The historical cost of capital assets (or their fair value at the time of donation).
- Accumulated depreciation.
- Additions during the period.
- Deletions during the period.

The format of the disclosure must demonstrate the change between the beginning and ending book values.

References

Florida Department of Financial Services, Bureau of Local Government –
www.myfloridacfo.com/aadir/localgov/

Chapter 274 Tangible Personal Property Owned by Local Governments, Florida Statutes – Statutes regarding tangible personal property for certain local governments – <http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes>

Florida Department of Financial Services Rule 69I-73 Tangible Personal Property Owned by Local Governments, Florida Administrative Code – <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=69I-73>

Governmental Accounting, Auditing, and Financial Reporting (Blue Book) by Stephen J. Gauthier (<http://www.gfoa.org/>)

Accounting for Capital Assets: A Guide for State and Local Governments (2008 Edition) – <http://www.gfoa.org/accounting-capital-assets-guide-state-and-local-governments>

GFOA Best Practices and Advisories:

- *Establishing Appropriate Capitalization Thresholds for Capital Assets* – <http://www.gfoa.org/establishing-capitalization-thresholds-capital-assets>
- *Establishing the Estimated Useful Lives of Capital Assets* – <http://www.gfoa.org/canadian-best-practice/establishing-estimated-useful-lives-capital-assets>
- *Ensuring Control over Noncapitalized Items* – <http://www.gfoa.org/search/node/%E2%80%A2%09Ensuring%20Control%20over%20Noncapitalized%20Items>
- *Capital Asset Assessment, Maintenance and Replacement Policy* – <http://www.gfoa.org/asset-maintenance-and-replacement>
- *The Need for Periodic Inventories of Tangible Capital Assets* – <http://www.gfoa.org/periodic-inventories-tangible-capital-assets>
- *Role of the Finance Director in Capital Asset Management* - <http://www.gfoa.org/role-finance-director-capital-asset-management>
- *Capital Project Monitoring and Reporting* - <http://www.gfoa.org/capital-project-monitoring-and-reporting>

Financial Policy Examples - Capital Asset Management - <http://www.gfoa.org/financial-policy-examples-capital-asset-management>

Capital Confusion: 12 Misunderstandings about Accounting for Capital Assets - <http://www.gfoa.org/capital-confusion-12-misunderstandings-about-accounting-capital-assets>

From: Zach Chalifour <Zach.Chalifour@JMCo.com>
Sent: Thursday, March 24, 2022 10:14 PM
To: Melbourne Beach Town Manager <TownManager@melbournebeachfl.org>
Cc: Melbourne Beach Finance <Finance@melbournebeachfl.org>; Josh Van Zandt <Josh.VanZandt@jmco.com>
Subject: RE: Increase Capital Item Threshold

Hi Elizabeth,

So this isn't so much something that we are formally recommending (since in theory either threshold is correct) but suggesting folks consider due to the state generally increasing, so I don't think it would be appropriate for us to formally "recommend" such a change. Aside from making everyone's life easier by not spending time calculating depreciation on insignificant assets, our main reason for suggesting consideration of it is that the state's and GFOA guidance has generally been reflected in recent years saying that \$5K is generally a best practice – I've included a link below from the FGFOA which may be useful for you to reference instead – see the top of Page 2 where they list out the best practices for capitalization policies from the GFOA.

<http://fgfoa.org/docs/default-source/on-line-manual/section-5---capital-assets.pdf?sfvrsn=0>

Thanks!
Zach

Zach Chalifour, CPA



*New Year. New Look. Same **James Moore.** [Learn More](#)*

Ph: 386-257-4100

Email: Zach.Chalifour@JMCo.com

Website: www.jmco.com



Sign up for Insights by [James Moore](#)

From: Melbourne Beach Town Manager <TownManager@melbournebeachfl.org>
Sent: Thursday, March 24, 2022 9:41 AM
To: Zach Chalifour <Zach.Chalifour@JMCo.com>
Cc: Melbourne Beach Finance <Finance@melbournebeachfl.org>; Josh Van Zandt <Josh.VanZandt@jmco.com>
Subject: Increase Capital Item Threshold

WARNING --- This email originated outside of JMCo. Please review the sender's email address. Report any suspicious attachments, links, or requests to the Help Desk.

Hi Zach,
Jennifer Kerr mentioned that Josh suggested the Town increase the threshold for capital items to \$5,000 due to rising costs.
I will need a letter of recommendation from you so that I may present this to the Commission for approval.

Thank you,

Elizabeth Mascaro
Town Manager

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

Your parking fees help us maintain our parks.
Thank you!



Brevard County's Oldest Beach Community – Established 1883

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Town Commission Meeting

Section: Old Business
Meeting Date: August 17, 2022
From: Elizabeth Mascaro, Town Manager
Subject: Bid for Work on Redwood & Cherry

Background Information:

The Town issued an RFP for infrastructure improvements to Redwood Avenue and Cherry Drive.

One (1) company, Brewer Paving, came to the mandatory pre-bid meeting. Brewer's bid was submitted on August 3rd for consideration. Their project cost is \$424,295 which is very close to the \$400,000 estimate provided by BSE Consultants.

Brewer Paving is the same company the Town used for the Orange Street Project and the project on Andrews.

Recommendation: Please review the attached bid proposal from Brewer Paving. If you decide not to use Brewer for this project then we will put the project back out for bid.

Attachments: Bid Package from Brewer Paving.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Brewer Paving & Development, LLC
3190 Grissom Parkway
Cocoa, FL 32926

SURETY:

(Name, legal status and principal place of business)
Argonaut Insurance Company
PO Box 469011
San Antonio, TX 78246

OWNER:

(Name, legal status and address)
Town of Melbourne Beach
507 Ocean Avenue
Melbourne Beach, FL 32951

BOND AMOUNT: *** FIVE PERCENT OF AMOUNT BID *** (5%)

PROJECT:

(Name, location or address, and Project number, if any)
Infrastructure Improvements Redwood Avenue/Cherry Drive
Town of Melbourne Beach, FL

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.


Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of August, 2022


(Witness)


(Witness)

Guignard Company/Inquiries (407) 834-0022

Brewer Paving & Development, LLC

(Principal)

(Title)

Argonaut Insurance Company

(Surety)

(Title) Jennifer L. Hindley, Attorney-in-Fact & Licensed Resident Agent State of Florida

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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06/11/10

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Bryce R. Guignard, Margie L. Morris, Paul J. Ciambriello, M. Gary Francis, Jennifer L. Hindley, April L. Lively, Christine A. Morton, Kelly Phelan,
Allyson Foss Wing

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by:

[Signature]

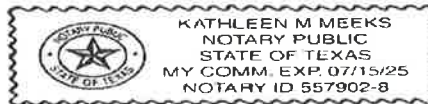
Gary E. Grose, President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 3rd day of August, 2022.



[Signature]

Austin W. King, Secretary

AGREEMENT FOR PROFESSIONAL SERVICES

**Infrastructure Improvements
Redwood Avenue/Cherry Drive
(BSE #11440.19.01)**

Pursuant to Section 287.135 (3) (b), Florida Statutes, this contract allows for the termination at the option of the Town of Melbourne Beach, if Brewer Paving & Development, LLC is found to have been placed on the Scrutinized Companies List that Boycott Israel or is engaged in a boycott of Israel.

Brewer Paving & Development, LLC complies with the provisions of Section 287.135, and certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and it does not have business operations in Cuba or Syria.

Dated on: August 3, 2022

Certified By:

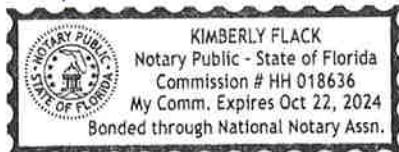
Name: Shane Brewer



Title: Manager

Company: Brewer Paving & Development, LLC

On this 3rd day of August, 2022, I attest that the preceding document is a true, exact, complete, and unaltered photocopy made by me of the AGREEMENT FOR PROFESSIONAL SERVICES presented to me by the document's custodian, and, to the best of my knowledge, that the photocopied document is neither a public record nor a publicly recordable document, certified copies of which are not available from an official source other than a notary public.


NOTARY PUBLIC AT LARGE

Seal/Stamp/Commission #

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certified under oath that the information provided herein is true and sufficiently complete so as not to be misleading:

Submitted to: Town of Melbourne Beach

Address: 507 Ocean Avenue

Submitted by: Brewer Paving and Development LLC.

Name: _____

Address: 3190 Grissom Parkway, Cocoa, Florida 32926

Principal office: Same as above

Check one: ☐ Corporation ☐ Partnership ☐ Individual ☐ Joint Venture ☒ Other

Name of Project (if applicable): Infrastructure Improvements Redwood Ave./Cherry Dr.

Type of Work (file separate form for each Classification of Work):

☐ General Construction

☐ Plumbing

☐ Electrical

☒ Other Site Work

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? _____
21 Years

1.2 How many years has your organization been in business under its present business name? _____
21 Years

1.2.1 Under what other or former names has your organization operated?
N / A

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation _____ N/A

1.3.2 State of incorporation _____ N/A

1.3.3 President's name _____ N/A

1.3.4 Vice President's name _____ N/A

1.3.5 Secretary's name _____ N/A

1.3.6 Treasurer's name _____ N/A

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization _____ N/A

1.4.2 Type of partnership (if applicable) _____ N/A

1.4.3 Name(s) of general partner(s) _____ N/A

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization _____ N/A

1.5.2 Name of owner _____ N/A

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals.

Limited Liability Corporation

Billy Joe Brewer - Managing Member

Shane Brewer - Manager

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

State of Florida CUC 1224133

- 2.2 List jurisdiction in which your organization's partnership or trade name is filed.

State of Florida

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

Mass Excavation, Mass Grading, Pavement

Subgrade & Base Installation, Pavement & Misc.

Demolition & Removals, Underground Utilities

- 3.2 Claims and Suits – If the answer to any of the questions below is yes, please attach details.

- 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

N/A

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

3.4 List major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date. (No more than 5.)

See Attached

3.4.1 State total worth or work in progress and under contract.

See Attached

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five (5) years:

See Attached

- 3.6 List the construction experience and present commitments of the key individuals of your organization.

Billy Joe Brewer-Managing Member-53 Years

Shane Brewer-Manager-31 Years

Russ Dix-Superintendent-21 Years

Brian Scott-Estimator/Project Manager-39 Years

Philip Stiffler -Estimator/Project Manager-38 Years

4. REFERENCES

4.1 Trade References

VA Paving - Debra Mallard (321) 636-2565

County Materials - Rick Bollinger (772) 453-1103

Rojo Enterprises - John Filipowicz (321) 863-0168

4.2 Bank References

Bank of America - (321) 216-3228

800-707-7415

4.3 Surety

4.3.1 Name of bonding company

Guignard Company

4.3.2 Name and address of agent

Bryce Guignard

1904 Booth Circle Longwood, Florida 32750

Ph. (407) 834-0022

5. FINANCING

5.1 Financial Statement

- 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other liabilities (e.g., capital, capital stock, authorized and outstanding shares, par values, earned surplus and retained earnings)

5.1.2 Name and address of firm prepared attached financial statement, and date thereof Rhonda Hinds, CPA.
160 McCleod Street
Merritt Island, Florida 32953

5.1.3 Is the attached financial statement for the identical organization named on page one? Yes

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary). _____

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction? Yes

6. SIGNATURE

6.1 Dated this 3rd day of August, 20 22.

Name of Organization: Brewer Paving & Development LLC

By: 

Title: Manger

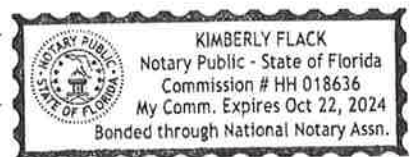
6.2 Shane Brewer being
Printed Name

duly sworn deposes and says that the information herein in true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 3rd day of August, 20 22.

Notary Public: 

My Commission Expires: 10/22/2024



PROPOSAL

INFRASTRUCTURE IMPROVEMENTS REDWOOD AVENUE/CHERRY DRIVE

Full Name of Bidder: Brewer Paving and Development LLC.


Main Business Address: 3190 Grissom Parkway, Cocoa, Florida 32926

Place of Business: 3190 Grissom Parkway, Cocoa, Florida 32926

State Contractor's License: CUC1224133

TO: **Town of Melbourne Beach** (hereinafter called the **Owner**)

The undersigned, as Bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

Addendum Number	Date Issued	Contractor's Initials
<u>N/A</u>	<u>N/A</u>	
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

He proposes, and agrees if this Proposal is accepted, that he will contract with the Town of Melbourne Beach in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed, and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that he will take full payment the sums set forth in the following bid schedule.

Upon receipt or written notice of the conditional acceptance of this bid, bidder will execute the formal Contract attached and deliver the insurance within 15 days as required by the Contract Documents.

If awarded a contract under this Proposal, the Undersigned proposes to start work at the site within 14 calendar days after the receipt from the Owner of a written Notice to Proceed. The Undersigned further agrees to fully complete all work covered per the following schedule. All dates shown represent consecutive calendar days from and including the date of receipt from the Owner of a written Notice to Proceed.

Contract Time Substantial Completion

60 days

Final Completion

90 days

Bid Security

Accompanying this Bid is a Certified or a Cashier's Check or a Bid Bond in the amount of \$ 21,214.75 ^{5% of total bid amount}, made payable to the Owner which may be forfeited as liquidated damages if, in the event this proposal is accepted, the undersigned fails to execute the Agreement, provide insurance certificate(s) and furnish and pay for the required performance and payment bonds for the Owner within fifteen (15) days after acceptance of the Bid; otherwise said Certified or Cashier's Check or Bid Bond will be returned to the undersigned.

Award of Bid

Bidder acknowledges that Owner may not award the Contract immediately. Bidder acknowledges that all prices quoted within the proposal are valid for a period of ninety (90) days after bid opening. If the Contract is not awarded within ninety (90) days, Bidder may adjust the unit prices proposed; however, Owner retains the right to reject all bids and rebid the project.

Respectfully Submitted:

State of Florida

County of Brevard

Shane Brewer, being first duly sworn on oath deposes and says that the Bidder on the above Proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

Shane Brewer, also deposes and says that he has examined and carefully prepared his Bid Proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

(a) Corporation

The bidder is a corporation organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its officers are as follows:

President _____

Secretary _____

Treasurer _____

Manager _____ Shane Brewer



and it (does) or (does not) have a corporate seal. The Manager is authorized to sign construction proposals and contracts for the company ~~by action of its Board of Directors taken _____, a certified copy of which is hereto attached (Strike out this last sentence if not applicable).~~

(b) Co-Partnership

The Bidder is a co-partnership consisting of individual partners whose full names are as follows:

_____	_____
_____	_____
_____	_____
_____	_____

The co-partnership does business under the legal name of: _____

(c) Individual

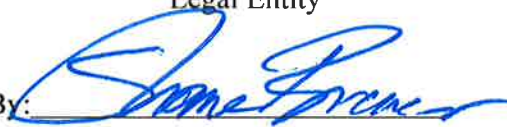
The bidder is an individual whose full name is, _____, and if operating under a trade name, said trade name is _____.

Dated _____, 2022.

Brewer Paving & Development LLC.

Legal Entity

(Seal - If Corporation)
(Sign Here)

By: 

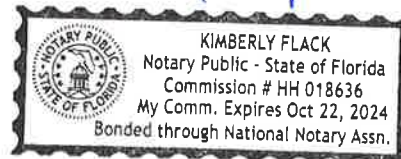
Telephone No. (321) 636-4645

Subscribed and sworn to before me this 3rd day of August, 2022.


Notary Public

My Commission Expires:

10/22/2024



TRENCH SAFETY AFFIDAVIT - UNIT PRICE

ORANGE STREET DRAINAGE IMPROVEMENTS

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the project.

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Unit Quantity	Units of Measure (LF, SY)	Unit Cost	Extended Cost
BASED BID ITEMS				
A. N/A	N/A	N/A	N/A	N/A
B.				
C.				
D.				
E.				
F.				
TOTAL				N/A

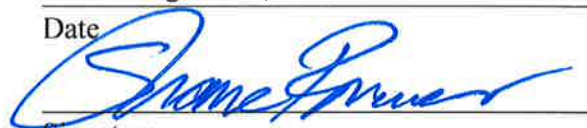
FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

Brewer Paving & Development LLC
Company Name

August 3rd, 2022

Date

Signature



LIST OF SUBCONTRACTORS/SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Owner through the Engineer.

Subcontractor and Address

Class of Work to be performed or Type of Material to be Supplied

(1) ROJO Enterprises
7105 Hundred Acre Drive
Cocoa, Florida 32927

Striping & Signage

(2) Brevard Concrete Paving, Inc.
P.O. Box 920
Cape Canaveral, Florida 32920

Concrete Curbing

(3) VA Paving, Inc.
P.O. Box 1046
Cocoa, Florida 32923-1046

Asphalt Paving

(4) _____

(5) _____

(6) _____

(7) _____

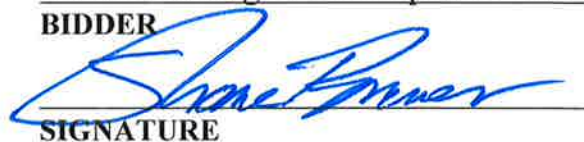
*Attach additional sheets as necessary.

August 3, 2022

DATE

Brewer Paving & Development LLC

BIDDER



SIGNATURE

BID FORM

PROJECT IDENTIFICATION: Infrastructure Improvements Redwood Avenue/Cherry Drive

CONTRACT IDENTIFICATION AND NUMBER: B.S.E. #11440.19.01

THIS BID IS SUBMITTED TO:

Town Manager
Town of Melbourne Beach
507 Ocean Avenue
Melbourne Beach, FL 32951
(321) 724-5860 Telephone
Email: townmanager@melbournebeachfl.org

1. The undersigned **BIDDER** proposes and agrees, if the **BID** is accepted, to enter into an Agreement with **OWNER** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. **BIDDER** accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for ninety (90) calendar days after the day of Bid opening. **BIDDER** will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen calendar days after the date of **OWNER**'s Notice of Award.
3. In submitting this Bid, **BIDDER** represents, as more fully set forth in the Agreement, that:
 - (a) **BIDDER** has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
N/A	N/A
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Invitation to Bid and the Instruction to Bidders;

- (b) **BIDDER** has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), including disposal of cleared material and the conditions affecting cost, progress or performance for the Work and has made such independent investigations as **BIDDER** deems necessary;
- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over **OWNER**; and

4. **BIDDER** will complete the Work for the following Lump Sum price(s):
Four Hundred Twenty-Four Thousand Two Hundred Ninety-Five Dollars and No Cents

CONTRACT PRICE: _____ **DOLLARS,**
(\$ 424,295.00 _____). (Inclusive of a performance and payment bond which may be subsequently waived by the Town.

The cost of the Contract is based on the estimated quantities shown on the Bid Schedule which is \$ 424,295.00 _____.

- 5. **BIDDER** acknowledges that a separate Notice to Proceed will be issued and the possible impacts of such have been considered within the Bid.
- 6. **BIDDER** agrees that the individual stages of the Work will be substantially completed per the following schedule, such days reflecting the time after the date when the Contract Time commences to run.

Substantial Completion
60 Days

Full Completion
90 Days

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

- 7. The following document is attached to and made a condition of this Bid:
 - (a) A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.
 - (b) Exhibit A — Estimated Quantity Forms

8. The attached estimated quantities are included only for the assistance of the Bidder and for establishing unit prices for individual items.


9. Communications concerning this Bid shall be addressed to:

Mr. Scott M. Glaubitz, P.E., P.L.S.
B.S.E. Consultants, Inc.
312 South Harbor City Blvd., Suite 4
Melbourne, FL 32901
(321) 725-3674 Telephone
Email: sglaubitz@bseconsult.com

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as a part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON August 3rd . **2022.**

Name of Firm: Brewer Paving and Development, LLC.

Signature: 

Title: Manager

(Seal)

Attest: 

Business Address: 3190 Grissom Parkway, Cocoa, Florida 32926

Phone No.: (321)636-4645

IMPORTANT:

Note: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the Corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

TOWN OF MELBOURNE BEACH - INFRASTRUCTURE IMPROVEMENTS REDWOOD AVENUE/CHRRY DRIVE

BID FORM

BSE #11440.19.01

Note: Bids shall include sales tax and other applicable taxes and fees

ITEM	UNIT	ENGINEER'S QUANTITIES	CONTRACTOR'S QUANTITIES	UNIT PRICE	TOTAL PRICE
PART 1 - EARTHWORK, PAVING AND DRAINAGE					
MOBILIZATION	LS		1	\$ 24,375.00	\$ 24,375.00
TESTING	LS		1	\$ 7,800.00	\$ 7,800.00
EROSION CONTROL-SILT FENCE TYPE III	LF		755	\$ 6.00	\$ 4,530.00
SAWCUT & REMOVE EXISTING ASPHALT & BASE AREAS	SY		200	\$ 128.00	\$ 25,600.00
RECONSTRUCT ASPHALT PAVEMENT AREAS THAT WERE REMOVED	SY		200	\$ 178.00	\$ 35,600.00
ROADWAY MILLING (1/2")	SY		3,100	\$ 8.45	\$ 26,195.00
TACK COAT	SY		3,100	\$ 2.00	\$ 6,200.00
ASPHALT (1-1/2") SP 9.5 (52-28)	SY		3,100	\$ 23.55	\$ 73,005.00
REMOVAL OF CURB	LF		755	\$ 32.55	\$ 24,575.25
NEW RIBBON CURB	LF		755	\$ 48.95	\$ 36,957.25
STRIP GRASS PRIOR TO EXCAVATING SWALE	SY		1,950	\$ 17.20	\$ 33,540.00
SWALE EXCAVATION & GRADING	SY		1,950	\$ 29.10	\$ 56,745.00
MAINTENANCE OF TRAFFIC (MOT)	LS		1	\$ 37,910.00	\$ 37,910.00
TOTAL PART 1					\$ 393,032.50
PART 2 - LANDSCAPE					
BAHIA SOD	SY		1,950	\$ 4.55	\$ 8,872.50
TOTAL PART 2					\$ 8,872.50
PART 3 - MISCELLANEOUS					
REMOVE AND REPLACE MAILBOX	EA		14	\$ 435.00	\$ 6,090.00
REMOVE AND RESET STOP SIGNS	EA		4	\$ 225.00	\$ 900.00
BID BOND	LS		1	\$ 2,000.00	\$ 2,000.00
PERFORMANCE & PAYMENT BOND	LS		1	\$ 13,400.00	\$ 13,400.00
TOTAL PART 3					\$ 22,390.00
Total					\$ 424,295.00
CONTINGENCY ITEMS IF NEEDED					
SURVEY/LAYOUT	LS		1	\$ 10,000.00	\$ 10,000.00
REFLECTIVE PAVEMENT MARKER (RPM)	EA		TBD	\$ 17.00	TBD
24" STOP BAR STRIPING (TEMPORARY AND THERMOPLASTIC)	EA		TBD	\$ 450.00	TBD
MANHOLE RISER ADJUSTMENTS	EA		TBD	\$ 1,400.00	TBD
VALVE BOX RISER ADJUSTMENTS	EA		TBD	\$ 1,000.00	TBD

NOTES:

1. Bids shall include sales tax and other applicable taxes and fees.

****BREWER PAVING & DEVELOPMENT NOTE: THE REFLECTIVE CRACKING IN THE EXISTING ASPHALT, DUE TO THE CONDITION OF THE SOIL CEMENT BASE WILL CONTINUE TO PERSIST THROUGH THE NEW PAVEMENT SURFACE AND IS OUT OF BREWER PAVING & DEVELOPMENT'S CONTROL. WE DO NOT HAVE REMOVAL & REPLACEMENT OF DECORATIVE MAILBOXES INCLUDED IN OUR PROPOSAL.**

Brewer Paving & Development, LLC

AUDITED FINANCIAL STATEMENTS

December 31, 2021

Rhonda L. Hinds & Associates, CPA, PA

Certified Public Accountant

160 McLeod Street

Merritt Island, Florida 32953

(321) 454 - 2266



INDEPENDENT AUDITOR'S REPORT

March 30, 2022

To the Board of Directors
of Brewer Paving & Development, LLC

Opinion

We have audited the accompanying financial statements of Brewer Paving & Development, LLC (a Florida Limited Liability Company), which comprise the balance sheet as of December 31, 2021, and the related statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Brewer Paving & Development, LLC as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Brewer Paving & Development, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Brewer Paving & Development LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Brewer Paving & Development LLC's internal control. Accordingly, no such opinion is expressed.



Rhonda L. Hinds & Associates, CPA, PA



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Rhonda L. Hinds, CPA

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Brewer Paving & Development LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedules on pages 14-18 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rhonda L. Hinds & Associates CPA PA

Rhonda L. Hinds & Associates, CPA, PA
Merritt Island, FL
March 30, 2022

Brewer Paving & Development, LLC
Balance Sheet
December 31, 2021

Assets

Current Assets	
Cash	\$ 443,012
Contract Receivables	3,352,926
Costs & Estimated Earnings in Excess of Billings on Uncompleted Contracts	64,855
Prepaid Expenses	<u>14,178</u>
Total Current Assets	3,874,971
Property and Equipment, Net	3,704,860
Other Assets	
Deposits	600
Intangible Assets, Net	<u>1,231</u>
Total Other Assets	<u>1,831</u>
Total Assets	<u><u>\$ 7,581,662</u></u>

Liabilities and Members' Equity

Current Liabilities	
Accounts Payable	\$ 1,261,973
Accrued Expenses	66,682
Payroll Liabilities	17,979
Billings in Excess of Costs & Estimated Earnings on Uncompleted Contracts	1,463,408
Current Portion Long Term Debt	<u>561,995</u>
Total Current Liabilities	3,372,037
Long Term Liabilities	
Notes Payable, Long Term Portion	<u>818,463</u>
Total Liabilities	4,190,500
Members' Equity	
Members' Equity	80,000
Retained Earnings	<u>3,311,162</u>
Total Members' Equity	<u>3,391,162</u>
Total Liabilities and Members' Equity	<u><u>\$ 7,581,662</u></u>

See Accompanying Notes and Auditor's Report

Balance Sheet

As of March 31, 2022

	Mar 31, 22
ASSETS	
Current Assets	
Checking/Savings	
Bank of America Checking	654,004.18
Bank of America Savings	49,432.35
Total Checking/Savings	703,436.53
Accounts Receivable	
Accounts Receivable	1,357,298.44
Total Accounts Receivable	1,357,298.44
Other Current Assets	
Earnings in Excess of Billings	64,856.00
Prepaid Expenses	14,176.67
Retainage Receivable	1,535,513.75
Total Other Current Assets	1,614,546.42
Total Current Assets	3,675,281.39
Fixed Assets	
Leasehold Improvements	366,971.07
Machinery & Equipment	5,804,201.21
Office Equip	97,937.44
Signs	20,718.53
Vehicle	150,604.93
xLess Accum Depreciation	(2,735,827.26)
Total Fixed Assets	3,704,605.92
Other Assets	
Intangible Assets	
Organizational Costs	260.00
Software	7,573.50
xAccum Amortization	(6,602.37)
Total Intangible Assets	1,231.13
Security Deposits	600.00
Total Other Assets	1,831.13
TOTAL ASSETS	7,381,718.44

Balance Sheet

As of March 31, 2022

Mar 31, 22

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

Accounts Payable

894,462.68

Total Accounts Payable

894,462.68

Credit Cards

BOA Company Master/Card

Bank of America CC 5508 BJB

40,651.80

Bank of America CC 6185 Debbie

6,291.03

Bank of America CC 2545 Rose

9,443.60

Bank of America CC 2147 Shane

8,483.44

BOA Company Master/Card - Other

(61,460.68)

Total BOA Company Master/Card

3,409.19

Total Credit Cards

3,409.19

Other Current Liabilities

N/P-CAT(001-70061942)\$11,192.65

466,102.45

Accrued Expenses

29,850.60

Accrued Payroll Liabilities

2,895.57

Accrued Wages

33,935.39

B of A Business Line of Credit

(28.13)

Billings in Excess of Earnings

1,463,408.00

Payroll Liabilities

16,053.30

Total Other Current Liabilities

2,012,217.18

Total Current Liabilities

2,910,089.05

Long Term Liabilities

N/P-CAT(001-70023565)\$4363.01

96,255.94

N/P-Ameris(103) \$23,819.72

345,560.19

N/P-CAT (1019970-000) \$7,779.31

192,642.80

N/P-CAT (1019970-001) \$4,109.57

125,197.29

Total Long Term Liabilities

759,656.22

Total Liabilities

3,669,745.27

9:15 AM
05/27/22
Accrual Basis

BREWER PAVING & DEVELOPMENT, LLC.

Balance Sheet

As of March 31, 2022

	Mar 31, 22
Equity	
Distributions- Billy Joe Brewer	(1,237,379.16)
Distributions - Debbie Brewer	(425,000.00)
Distributions - Shane Brewer	(754,500.00)
Member's Equity	80,000.00
Retained Earnings	5,689,588.89
Net Income	359,263.44
Total Equity	3,711,973.17
TOTAL LIABILITIES & EQUITY	7,381,718.44

Brewer Paving & Development, LLC
Statement of Operations and Retained Earnings
For the Year Ended December 31, 2021

Contract revenues earned	\$ 17,835,995
Costs of revenues earned	<u>14,053,519</u>
Gross Profit	3,782,476
Operating Expenses	
General & Administrative	1,920,016
Amortization Expense	13,295
Depreciation Expense	<u>868,992</u>
Total Expenses	<u>2,802,303</u>
Net Income From Continuing Operations	980,173
Other Income (Loss)	
Interest Income	132
Loss on Disposal of Assets	(59,193)
PPP Loan Forgiveness	<u>1,358,977</u>
Total Other Income (Loss)	1,299,916
Net Income (Loss)	\$ 2,280,089
Retained Earnings, Beginning of Period	3,406,967
Distributions	<u>(2,375,894)</u>
Retained Earnings, End of Period	<u><u>\$ 3,311,162</u></u>

See Accompanying Notes and Auditor's Report

Brewer Paving & Development, LLC
Statement of Cash Flows
For the Year Ended December 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES	
Net Income	\$ 2,280,089
Adjustments to reconcile net income(loss) to net cash provided by operating activities	
Depreciation & Amortization	882,287
(Gain)Loss on Disposal of Assets	59,193
(Increase) Decrease in:	
Contract Receivables	(996,584)
Estimated earnings in excess of billings	(56,323)
Prepaid Expenses	(10,765)
Increase (Decrease) in:	
Accounts Payable	299,690
Retainage Payable	(6,750)
Accrued Expenses	24,378
Billings in excess of estimated earnings	469,166
Payroll Taxes Payable	<u>(2,824)</u>
Net Cash Provided by Operating Activities	2,941,557
CASH FLOWS FROM INVESTING ACTIVITIES	
Note Receivable	49,073
Purchase of Property and Equipment	(1,310,469)
Proceeds from Property and Equipment	<u>102,500</u>
Net Cash Used by Investing Activities	(1,158,896)
CASH FLOWS FROM FINANCING ACTIVITIES	
Distributions to Members	(2,375,894)
Proceeds from Notes Payable	1,324,998
Repayments to Notes Payable	<u>(2,133,888)</u>
Net Cash Used by Financing Activities	<u>(3,184,784)</u>
Net Increase in Cash	(1,402,123)
Cash at Beginning of Period	<u>1,845,135</u>
Cash at End of Period	<u>\$ 443,012</u>
SUPPLEMENTAL DISCLOSURES:	
Income Taxes, paid	\$ <u>-</u>
Interest paid	<u>\$ 81,381</u>

See Accompanying Notes and Auditor's Report

Brewer Paving & Development, LLC
Notes to Financial Statements
December 31, 2021

Note 1 – Summary of Significant Accounting Policies

Business Activity

Brewer Paving & Development, LLC is engaged in road and commercial property grading and excavating in the state of Florida. The work is performed primarily under fixed-price contracts. The lengths of the contracts vary but are typically less than one year in duration.

Use of Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Cash and Cash Equivalents

The Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

The Company maintains its cash balances in financial institutions that are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to \$250,000 per depositor. From time to time, the Company's cash balances in these institutions may be in excess of the FDIC insured limit. At December 31, 2021 Brewer Paving & Development, LLC's uninsured cash balances totaled \$324,198.

Loans

Loans are stated at unpaid principal balances, less the allowance for loan losses and net deferred loan fees and unearned discounts.

Unearned discounts on installment loans are recognized as interest income over the term of the loans, using a method that approximates the interest method.

Loan origination and commitment fees, as well as certain direct origination costs, are deferred and amortized as a yield adjustment over the lives of the related loans using the interest method. Amortization of deferred loan fees is discontinued when a loan is placed on nonaccrual status.

Interest income generally is not recognized on specific impaired loans unless the likelihood of further loss is remote. Interest payments received on such loans are applied as a reduction of the loan principal balance. Interest income on other impaired loans is recognized only to the extent of interest payments received.

Contract Receivables

Contract receivables are recorded when invoices are issued and are presented in the balance sheet net of the allowance for doubtful accounts. Contract receivables are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of its customers.

Brewer Paving & Development, LLC
Notes to Financial Statements
December 31, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

Revenue and Cost Recognition

The construction of roads and commercial property grading and excavating is a single performance obligation that is satisfied over time. Payment is also due over time in installments, based on project phases as specified in the contract, with a final payment due at the time the project is completed and ready for occupancy and the customer accepts the property.

The Company recognizes revenues from fixed-price and modified fixed-price construction contracts using the cost-to-cost input method, which measures progress toward completion based on the percentage of cost incurred to date to estimated total cost for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that estimates used will change within the near term.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Costs of inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are generally recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from variable consideration (such as incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications/change orders in which the scope of modification has been approved, but the price has not been determined or approved) are accounted for as changes in estimates in the current period, but limited to an amount that will not result in a significant reversal of revenue in future periods.

The Company warrants its work for one year after the date of acceptance. Warranty costs for the year ended December 31, 2021 were immaterial.

The contract asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The contract liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Statement of Assets, Liabilities and Equity Classification

The Company includes in current assets and liabilities retainage amounts receivable and payable under construction contracts, which may extend beyond one year. A one-year time period is used as the basis for classifying all other current assets and liabilities.

Property and Construction Equipment

Property and construction equipment are stated at cost. Construction equipment under capital leases is stated at the present value of minimum lease payments at the inception of the lease.

Depreciation on construction equipment is calculated using the straight line method over the estimated useful lives of the assets which range from 5 to 39 years. Construction equipment held under capital leases are amortized using the straight-line method over the shorter of the lease term or estimated useful life of the asset. Leasehold improvements and closing costs are amortized using the straight-line method over the shorter of the useful life of the related assets or the lease term.

Brewer Paving & Development, LLC
Notes to Financial Statements
December 31, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

S Corporation – Income Taxes

Brewer Paving & Development, LLC made an election under Internal Revenue Code effective August 20, 1999 to be taxed as an S-Corporation. As an S-Corporation, the Company passes income and expenses to the stockholders each year as earned, and thus pays no federal corporate income tax itself. Income is recognized in different periods for tax purposes than for financial statement purposes.

The Company's income tax filings are subject to audit by various taxing authorities. The Company's open audit periods are 2018, 2019, 2020, and 2021.

Leases

The Company leases an office space and certain pieces of equipment. The determination of whether an arrangement is a lease is made at the lease's inception. Under ASC 842, a contract is (or contains) a lease if it conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Control is defined under the standard as having both the right to obtain substantially all of the economic benefits from use of the asset and the right to direct the use of the asset. Management only reassesses its determination if the terms and conditions of the contract are changed.

Finance leases are included in property and equipment, other current liabilities, and other long-term liabilities on the balance sheet. Leases with an initial term of 12 months or less are not recorded on the balance sheet. Lease expense is recognized for these leases on a straight-line basis over the lease term. The company did not have any operating leases with terms lasting longer than twelve consecutive months for the year ended December 31, 2021.

The Company has lease agreements with lease and non-lease components, which are generally accounted for separately with amounts allocated to the lease and non-lease components based on stand-alone prices. For certain equipment leases, like vehicles, the Company accounts for the lease and non-lease components as a single lease.

Advertising Expenses

Advertising expenses consist of media and other costs related to advertising and other direct marketing activities. All advertising costs are expensed as incurred, or upon the release of the initial advertisement. Total advertising expenses for Brewer Paving & Development, LLC were \$10,901.

Note 2 – Contract Receivables

Contract receivables consist of:

	<u>2021</u>
Billed	
Completed Contracts	\$ 300,457
Contracts in Progress	1,915,649
Retainage-In Progress	1,136,820
Retainage-Completed	0
Unbilled	<u>0</u>
Total Contract Receivables	<u>\$ 3,352,926</u>

Contract Receivables from The Viera Company represent 55% and receivables from TrimCor Construction of Florida, LLC represent 23% of the total contract receivables. The Company follows the practice of filing statutory liens on all projects where collection problems are anticipated. The liens serve as collateral for contract receivables.

Brewer Paving & Development, LLC
Notes to Financial Statements
December 31, 2021

Note 3 – Property and Equipment

Property and equipment as of December 31, 2021 consisted of the following:

Equipment	\$ 5,922,808
Vehicles	150,605
Leasehold Improvements	367,274
Less Accumulated Depreciation	<u>(2,735,827)</u>
Property & Equipment, Net	<u>\$ 3,704,860</u>

Property and equipment are depreciated using the straight-line method over the estimated useful lives of the assets. Depreciation expense amounted to \$868,992 for the year ended December 31, 2021.

Note 4 – Uncompleted Contracts

Costs, estimated earnings, and billings on uncompleted contracts are summarized as follows:

Costs incurred on uncompleted contracts	\$ 8,258,514
Estimated Earnings	<u>1,761,509</u>
	10,020,023
Less Billings to date	<u>(11,418,576)</u>
	<u>\$ (1,398,553)</u>

Included in the accompanying balance sheet for the year ending December 31, 2021 under the following captions:

Earnings in Excess of Billings on Uncompleted Contracts	\$ 64,855
Billings in Excess of Earnings on Uncompleted Contracts	<u>(1,463,408)</u>
	<u>\$ (1,398,553)</u>

Note 5 – Backlog

Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts signed and entered into through December 31, 2021, both in progress and not yet started. The following is a reconciliation of backlog representing signed contracts in existence at December 31, 2021:

Balance, December 31, 2020	\$ 19,420,978
New Contracts and Adjustments	<u>20,179,286</u>
	39,600,264
Less: Contract revenue earned for the Year ended December 31, 2021	<u>(17,835,995)</u>
Balance, December 31, 2021	<u>\$ 21,764,269</u>

Note 6 – Accounts Payable

Accounts payable consists of the following:

Construction Costs	\$ 1,227,919
General and Administrative	13,856
Credit Card Payable	<u>20,198</u>
Total	<u>\$ 1,261,973</u>

Brewer Paving & Development, LLC
Notes to Financial Statements
December 31, 2021

Note 7 – Related Party Transactions

The members may, from time-to-time advance funds to the corporation as needed. The note is due on demand, with no stated interest. The December 31, 2021 balance of this note payable to the shareholder was \$0.

Note 8 - Compensated Absences

Employees of the company are entitled to paid vacation and paid sick days, depending on job classification, length of service, and other factors. It is impracticable to estimate the amount of compensation for future absences, and accordingly, no liability has been recorded in the accompanying financial statements. The company's policy is to recognize the costs of compensated absences when actually paid to employees.

Note 9- Line of Credit

The Company has a \$125,000 credit line. Interest is payable monthly at 3.986% interest. This note is collateralized by assets of the Company. At December 31, 2021, this line of credit had an outstanding balance of \$0.

Note 10 – Short- Term Leasing Agreements

The company rents equipment under month-to-month short-term leases. In addition, the Company leases office space under a month-to-month short-term lease from a limited liability company. The company leased various pieces of construction equipment under short-term leases that expired at various dates through 2021. Total rent expense was \$1,435,112 for the equipment for the year ending December 31, 2021. The remaining lease terms do not exceed one year.

Note 11 –Lease Activities

Other than short-term leases, the Company is a party to two financing leases. Both leases are equipment leases. As of December 31, 2021 the leases have remaining lease terms of 14 months.

The following summarizes the line items in the balance sheets which include amounts for finance leases as of December 31:

	<u>2021</u>
Property and equipment	\$ 566,635
Accumulated depreciation	<u>(165,000)</u>
Property and equipment, net	<u>\$ 401,635</u>
Other current liabilities	\$ 118,123
Other long-term liabilities	<u>235,316</u>
Total finance lease liabilities	<u>\$ 353,439</u>

Brewer Paving & Development, LLC
Notes to Financial Statements
December 31, 2021

Note 11 –Lease Activities (Continued)

The following summarizes the weighted average remaining lease term and discount rate as of December 31:

	<u>2021</u>
Weighted Average Remaining Lease Term	
Finance leases	2 years
Weighted Average Discount Rate	
Finance leases	7.7%

The maturities of finance lease liabilities as of December 31, 2021 were as follows:

Year Ending December 31:	
2022	\$ 118,123
2023	<u>235,316</u>
Total lease payments	353,439
Less: interest	<u>(27,177)</u>
Present value of lease liabilities	<u>\$ 326,262</u>

The following summarizes the line items in the income statements which include the components of lease expense for the year ended December 31:

	<u>2021</u>
Finance lease costs:	
Amortization of lease assets included in depreciation	
And amortization expense	\$ 80,948
Interest on lease liabilities included in interest expense	<u>29,697</u>
Total finance lease costs	<u>\$ 110,645</u>

The following summarizes cash flow information related to leases for the year ended December 31:

	<u>2021</u>
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from finance leases	\$ 29,697
Financing cash flows from finance leases	<u>112,697</u>
	<u>\$ 142,394</u>

Brewer Paving & Development, LLC
Notes to Financial Statements
December 31, 2021

Note 12 – Long Term Debt

Long term debt at December 31, 2021 consists of the following:

Payable To	Collateral	Maturity Date	Interest	Payment	2021 Balance
Caterpillar Financial	Track Type Tractor & 2 Hydraulic Excavators	12/22/2025	3.5%	11,192.65	500,655
Caterpillar Financial	Hydraulic Excavator	02/03/2023	7.804%	7,779	215,913
Caterpillar Financial	CAT Motor Grader	02/03/2023	7.606%	4,110	137,526
Caterpillar Financial	CAT D6K2LGP	01/29/2024	3.29%	4,636	109,345
Ameris Bank	5 pieces of CAT Equipment	06/09/2023	3.48%	23,820	417,019

Total Notes Payable	\$ 1,380,458
Less current portion	<u>(561,995)</u>
Long Term Debt, Less Current Portion	<u>\$ 818,463</u>

Future maturities of long-term debt are as follows:

2022	\$ 561,995
2023	550,974
2024	135,689
2025	131,800
	<u>\$ 1,380,458</u>

In response to the coronavirus (COVID – 19) outbreak in 2020, the US Federal Government enacted the Coronavirus Aid, Relief, and Economic Security Act that, among other economic stimulus measures, established the Paycheck Protection Program (PPP) to provide small business loans. On May 8, 2020, Brewer Paving & Development, LLC received \$693,980 from the Small Business Administration (SBA) as part of the Payroll Protection Program (PPP) with a stated interest rate of 1.0% and matures on May 8, 2022. On March 5, 2021 the Company received \$674,972 in additional PPP funds. The second round of funds also had a stated interest rate of 1.0% and matures March 5, 2024. Under the PPP, the SBA will forgive the proceeds received if eligibility and other criteria are met related to the use of the funds, at which time the Company will recognize the forgiven amount as income. Once the SBA reviews and approves the forgiveness amount, the SBA will have the right to audit the Organization's compliance with the PPP for a period of up to six years.

On November 29, 2021 the Company was notified by the SBA that \$674,990 of the first loan and all accrued interest was forgiven. The remaining balance of \$18,990 was repaid to the SBA. On December 22, 2021 the Company was notified by the SBA that \$674,972 of the second loan and all accrued interest was forgiven. As such, \$1,349,962 of the forgiven PPP loans and \$9,015 in forgiven imputed interest is reported as other income for 2021. The balance of both PPP loans was \$0 on December 31, 2021.

Note 13 – Members' Equity

Brewer Paving & Development, LLC has one member with \$1,729,493 of members' equity and one member with \$1,661,669 of members' equity at December 31, 2021 for a total of \$3,391,162 in members' equity.

Brewer Paving & Development, LLC
Notes to Financial Statements
December 31, 2021

Note 14 – Uncertainties, Contingencies, and Risks

Performance Bonds – The Company is contingently liable to a surety insurance company under a general indemnity agreement. The Company agrees to indemnify the surety for any payments made on contracts on surety ship, guaranty, or indemnity. The Company believes all contingent liabilities will be satisfied by their performance on the specific bonded contracts involved.

Note 15 – Concentrations

Approximately 66% of the Company's revenues were derived from contracts with The Viera Company and approximately 25% of the Company's revenues were derived from contracts with TrimCor Construction of Florida LLC during 2021.

Note 16 – Subsequent Events

The Company has evaluated subsequent events through March 30, 2022, which is the date the financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

Brewer Paving & Development, LLC
Schedule 1 - Earnings From Contracts
For the Year Ended December 31, 2021

	<u>Revenues Earned</u>	<u>Cost of Revenues Earned</u>	<u>Gross Profit (Loss)</u>	<u>Retainages Receivable</u>
Contracts Completed During the Period	\$ 8,155,016	\$ 6,095,005	\$ 2,060,011	\$ -
Contracts in Progress	<u>9,680,979</u>	<u>7,958,514</u>	<u>1,722,465</u>	<u>1,136,820</u>
Total Earnings from Contracts	<u>\$ 17,835,995</u>	<u>\$ 14,053,519</u>	<u>\$ 3,782,476</u>	<u>\$ 1,136,820</u>

See Accompanying Notes and Auditor's Report

Brewer Paving & Development, LLC
SCHEDULE 2 - Contracts Completed
For the Year Ended December 31, 2021

Project	Contract Totals			Through December 31, 2020			Twelve Months Ended December 31, 2021			Retainage Receivable
	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	
Viera Co - Commercial Center	\$ 491,285	389,299	101,986	-	-	-	491,285	389,299	101,986	-
Orange Street Improvements	695,338	564,820	130,518	-	-	-	695,338	564,820	130,518	-
Viera Co.- Bromley Drive Ext Infra	840,035	739,893	100,142	575,514	517,970	57,544	264,521	221,923	42,598	-
Viera Co.- Pineda Blvd Force Main	4,430,971	3,765,290	665,681	4,009,868	3,653,726	356,142	421,103	111,564	309,539	-
Viera Co.- Pineda Ext Phase 3	1,853,177	1,656,472	196,705	560,461	515,096	45,365	1,292,716	1,141,376	151,340	-
Viera Co.- Sendero Cove Phase 2 Infra	5,523,693	4,328,331	1,195,362	2,934,002	2,664,402	269,600	2,589,691	1,663,929	925,762	-
Viera Co.- Sendero Cove Phase 3	1,650,773	1,449,063	201,710	96,369	87,000	9,369	1,554,404	1,362,063	192,341	-
Viera Co.- Stadium Parkway Phase 3	568,325	366,390	201,935	-	-	-	568,325	366,390	201,935	-
Misc Warranty & Repair	277,633	273,641	3,992	-	-	-	277,633	273,641	3,992	-
TOTAL	\$ 16,331,230	\$ 13,533,199	\$ 2,798,031	\$ 8,176,214	\$ 7,438,194	\$ 738,020	\$ 8,155,016	\$ 6,095,005	\$ 2,060,011	\$ -

See Accompanying Notes and Auditor's Report

Brewer Paving Development, LLC
Schedule 3 - Contracts in Progress
For the Year Ended December 31, 2021

	Total Contract				From Inception to December 31, 2021				Before January 1, 2021		
Project	Total Contract Revenues	Total Estimated Cost	Estimated Gross Profit (Loss)	Revenues Earned to Date	Contract Costs to Date	Gross Profit (Loss)	Billed to Date	Estimated Costs to Complete	Revenues Earned	Costs of Revenues	Gross Profit
TrimCor- Cocoa Grand	\$ 7,464,130	\$ 5,514,130	\$ 1,950,000	\$ 4,562,995	\$ 3,370,915	\$ 1,192,080	\$ 5,420,728	\$ 2,143,215	\$ 339,044	\$ 300,000	\$ 39,044
Cirrus Apartments	2,345,536	2,135,536	210,000	517,681	471,332	46,349	531,324	1,664,204	-	-	-
Luna Apartments	734,313	684,313	50,000	324,624	302,520	22,104	410,890	381,793	-	-	-
Nuvision Builders	50,380	30,380	20,000	44,448	26,803	17,645	50,380	3,577	-	-	-
Viera Co.- Aripeka 1	4,525,603	4,075,603	450,000	736,645	663,397	73,248	674,305	3,412,206	-	-	-
Viera Co.- Aripeka Earthwork	2,777,625	2,527,625	250,000	2,232,332	2,031,411	200,921	2,447,788	496,214	-	-	-
Viera Co.- Aripeka 3 & 4	2,071,384	1,851,384	220,000	-	-	-	-	1,851,384	-	-	-
Viera Co.- Ivanho Drive Ext	1,254,017	1,054,017	200,000	891,706	749,490	142,216	922,651	304,527	-	-	-
Viera Co.- Reeling Park North 5	2,370,000	2,070,000	300,000	-	-	-	-	2,070,000	-	-	-
Viera Co.- Reeling Park Stock Pile	219,511	174,511	45,000	2,516	2,000	516	-	172,511	-	-	-
Viera Co.- Viera Town Center 4 Infer	1,642,642	1,477,642	165,000	312,119	280,767	31,352	323,917	1,196,875	-	-	-
Viera Co.- Viera Village Center 2	541,555	491,555	50,000	161,414	146,511	14,903	348,463	345,044	-	-	-
TrimCor- Riverwalk	5,787,596	5,287,596	500,000	233,544	213,368	20,176	288,130	5,074,228	-	-	-
TOTAL	\$ 31,784,292	\$ 27,374,292	\$ 4,410,000	\$ 10,020,023	\$ 8,258,514	\$ 1,761,509	\$ 11,418,576	\$ 19,115,778	\$ 339,044	\$ 300,000	\$ 39,044

See Accompanying Notes and Auditor's Report

Brewer Paving Development, LLC
Schedule 3 - Contracts in Progress
For the Year Ended December 31, 2021

Project	At December 31, 2021		Year Ended December 31, 2021				
	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings	Revenues Earned	Costs of Revenues	Gross Profit (Loss)	Percent Complete	Retainage Receivable
TrimCor- Cocoa Grand	\$ -	857,733	4,223,951	3,070,915	1,153,036	61.1%	\$ 542,073
Cirrus Apartments	-	13,643	517,681	471,332	46,349	22.1%	53,132
Luna Apartments	-	86,266	324,624	302,520	22,104	44.2%	41,089
Nuvision Builders	-	5,932	44,448	26,803	17,645	88.2%	-
Viera Co.- Aripeka 1	62,340	-	736,645	663,397	73,248	16.3%	67,431
Viera Co.- Aripeka Earthwork	-	215,456	2,232,332	2,031,411	200,921	80.4%	244,779
Viera Co.- Aripeka 3 & 4	-	-	-	-	-	0.0%	-
Viera Co.- Ivanho Drive Ext	-	30,945	891,706	749,490	142,216	71.1%	92,265
Viera Co.- Reeling Park North 5	-	-	-	-	-	0.0%	-
Viera Co.- Reeling Park Stock Pile	2,516	-	2,516	2,000	516	1.1%	-
Viera Co.- Viera Town Center 4 Infer	-	11,798	312,119	280,767	31,352	19.0%	32,392
Viera Co.- Viera Village Center 2	-	187,049	161,414	146,511	14,903	29.8%	34,846
TrimCor- Riverwalk	-	54,586	233,544	213,368	20,176	4.0%	28,813
TOTAL	\$ 64,855	\$ 1,463,408	\$ 9,680,979	\$ 7,958,514	\$ 1,722,465		\$ 1,136,820

See Accompanying Notes and Auditor's Report

Brewer Paving & Development, LLC
Schedule 4 - General & Administrative Expenses
For the Year Ended December 31, 2021

Advertising	\$	10,901
Automobile Expense		65,615
Bank Service Charges		1,532
Bid Expenses		14,349
Donations		52,120
Dues and Subscriptions		2,040
Employee Benefits		3,508
Gifts		15,738
Insurance		625,549
Interest Expense		81,381
Miscellaneous		1,053
Office Expenses		18,317
Postage & Delivery		3,999
Professional Fees		139,756
Rent		140,580
Repairs & Maintenance		78,933
Safety & Supplies		100,384
Salaries & Wages		3,740,546
Taxes & Licenses		283,308
Telephone		3,991
Travel		33,973
Utilities		7,477
Less Overhead Allocated to Jobs		(3,505,034)
Total General & Administrative Expenses	\$	<u>1,920,016</u>

See Accompanying Notes and Auditor's Report

Town Commission Meeting

Section: Old Business
Meeting Date: August,17 2022
Subject: Town Signs-New Cost Estimate

Background Information:

The Commission previously looked at replacing the signs that mark the entrance and exit of the Town limits, along with some additional, smaller signage.

I had an opportunity to go to Fast Signs and speak with the owner. We discussed the previous quote. That quote was based on the same thickness the signs currently have, gluing on the letters

Recommendation: Reconsider the estimate from Fast Signs. The new cost would be \$986.57 per large sign with an aluminum panel routed and painted in two colors text and lines. ¼ flat cut painted acrylic with tape mounted with vinyl logo. I asked for the pineapple to be straightened. We could remove it all together if the Commission would prefer.

Attachments: New sign and cost estimate.

Public Works Director Tom Davis inspected and measured the Town of Melbourne Beach signs. The locations and that info are as follows:

Oak and Ocean – (Exxon) and Riverside at the pier – Signs 60” x 68”, the material is aluminum with plastic letters. The faces of the signs themselves are in good condition. The letters have deteriorated and a few are missing. The poles and actual sign frames are in excellent condition.

Riverside (southbound), Bicentennial (southbound), Town limits (Oak southbound), Oak near school, A-1-A (northbound near Breakers)

This group of signs measures 20” x 48” and 3 are made of composite the fourth at Bicentennial material not exactly sure of the material. Three of the signs are in good condition while the Bicentennial sign is showing wear.

Shannon just north of Hibiscus - One 18” x 24” metal sign on a pole and somewhat age faded.



Created Date: 7/28/2022

DESCRIPTION: 1/4" Aluminum Composite Sign with Digital Graphics Applied

Bill To: Town of Melbourne Beach
507 Ocean Ave
Melbourne Beach, FL 32951
US

Pickup At: FASTSIGNS
7640 N Wickham Rd
Ste 115
Melbourne, FL 32940
US

Requested By: Elizabeth Mascaro
Email: townmanager@melbournebeachfl.org
Work Phone: (321) 724-5860
Tax ID: 85-8012646360C-7

Salesperson: Jeremy McCord

NO.	Product Summary	QTY	UNIT PRICE	UNIT PRICE	AMOUNT
1	Design and Fabricate 1/4" Aluminum Composite Sign w/ Digital Graphics Applied 80" x 55" Aluminum panel routed and painted two colors Text and lines - 1/4" Flat cut painted acrylic, Tape mounted to panel Vinyl logo applied	1		\$986.57	\$986.57

Please provide deposit to move forward with your project.

Subtotal:	\$986.57
Taxes:	\$0.00
Grand Total:	\$986.57
Deposit Required:	\$493.29

Thank you for choosing FASTSIGNS for your sign and graphic needs. Estimates are valid 30 days from date printed on this estimate.

This estimate is based on a complete order. Pricing per unit could change with deletion of item or items. All work is custom, customer acknowledges there are no refunds or exchanges on placed orders. Estimated due dates for job completion are based upon current production schedule after we receive your artwork, deposit and all the specifications necessary to complete your job. If a credit card is provided for the deposit, the balance will be charged upon completion. All signage is the property of FASTSIGNS until full payment is received.

Signature: _____ **Date:** _____

80"

5"



FASTSIGNS

More than fast. More

321-307-1

www.fastsigns.

2163@fastsig

7640 N. Wickham Rd
Melbourne, FL

DESCRIPTION

- Qty: 1
- Single Sided
- Full Color Print
- Applied To: 6mm Aluminum Composite
- w/ Lamination

COLORS



ORDER

65281

REVIEW THOROUGHLY BEFORE APPROVING - CHECK: SIZE, QUANTITY, SPELLING, GRAMMER, GENERAL LAYOUT & COLORS
ONCE THIS PROOF IS APPROVED IT WILL MOVE INTO PRODUCTION - IF YOU NEED TO MAKE
A CHANGE AFTER APPROVING THIS PROOF, PLEASE CALL THE STORE IMMEDIATELY



FASTSIGNS
More than fast. More than signs.®

321-307-2400

www.fastsigns.com/2163

2163@fastsigns.com

7640 N. Wickham Rd. Suite 115
Melbourne, FL 32940

DESCRIPTION

- Qty: 1
- Single Sided
- Full Color Print
- Applied To: 6mm Aluminum Composite
- w/ Lamination

COLOR



FULL COLOR CMYK PRINT

ORDER

6521

PLEASE REVIEW THOROUGHLY BEFORE APPROVING - CHECK: SIZE, QUANTITY, SPELLING, GRAMMER, GENERAL LAYOUT & COLORS

ONCE THIS PROOF IS APPROVED IT WILL MOVE INTO PRODUCTION - IF YOU NEED TO MAKE
A CHANGE AFTER APPROVING THIS PROOF, PLEASE CALL THE STORE IMMEDIATELY

Town Commission Meeting

Section: New business

Meeting Date: August 17, 2020

Subject: Resurface tennis courts

Submitted By: Public Works Director Tom Davis

Background Information: Our tennis courts are cracked and have begun to present trip hazards. The entire surface is heavily worn as are our nets.

The request for proposals was posted on sites that are directed to that industry. This action resulted two responses. The proposals received are a part of this request as Attachments A and B.

Recommendation. Consider the proposals presented and plan to move forward after October 1, 2022.

Attachments:

Attachment A – Proposal from ACE

Attachment B – Proposal from Presidential

Ace Courts Incorporated

2421 Kumquat Drive
Edgewater, FL 32141

Estimate

Date	Estimate #
5/5/2022	41

Name / Address
Town of Melbourne Beach Tom Davis

			Project
Description	Qty	Rate	Total
Clean as necessary		0.00	0.00
Machine sand entire surface with 16 grit sandpaper		0.00	0.00
*Patch cracks with acrylic patch material		0.00	0.00
Patch to 1/8" after surrounding areas have dried. (Court must have proper slope 1" every 10ft to allow for proper drainage.		0.00	0.00
Machine sand cracks and patched low areas to court level		0.00	0.00
Apply two coats of acrylic resurfacer to entire surface		0.00	0.00
Apply (2) coats color to entire surface as follows: Winter Green and Red		0.00	0.00
Reline to USTA guidelines		0.00	0.00
Apply two sets of Pickleball lines to Tennis Court. One to each tennis court		26,200.00	26,200.00
		0.00	0.00
* Contractor not responsible for cracks reappearing due to expansion and contraction		Total	\$26,200.00

June 26, 2022

PROPOSAL/AGREEMENT

Attn: Tom Davis 321-403-6626
pwsupervisor@melbournebeachfl.org
Town of Melbourne
Ryckman Park
507 Ocean Ave
Melbourne FL 32951

Agreement made between Sports Surfaces LLC. hereinafter called the Contractor and Town of Melbourne Ryckman Park 507 Ocean Ave Melbourne FL 32951 hereinafter called the Customer for your double tennis court with respect to the following terms and specifications:

TENNIS COURT PREPARATION: Court Size: 120' x 110'

The Contractor will patch depressions greater than 1/8" after 1 hour drying time in sunlight, grind down any ridges as necessary and fill existing cracks as best as possible prior to surfacing. Up to 10 gallons of patching material included.

Contractor will apply fiberglass membrane over the entire court surface using the wet-on-wet method.

Note: court must have a minimum of 1% slope in one plane in order to guarantee removal of water

SURFACING OF TENNIS COURTS:

The Contractor will apply (2) **Coat of Acrylic Resurface** over entire court area to fill voids and provide smooth surface.

The Contractor will apply (2) **Coats of Acrylic Color Concentrate** (two-tone), To provide in depth color over court surface. *Inner court color choice* _____ *Outer court color choice* _____

(Colors may be selected by visiting <http://www.sportsurfaces.com/color-selector/>)

The Contractor will accurately locate, mark, and paint two-inch-wide playing lines.

in accordance with U.S.T.A. regulations using white textured heavy bodied acrylic latex paint.

EQUIPMENT

The Contractor will supply and install (2) Net

The Contractor will supply and install (2) Tennis Net Post Crank green or black Please select color _____

OPTIONS – Please Initial to accept

Option I: The Contractor will supply Windscreens and install 460' x 6' high green or black

Please select color _____

ADD \$ 3,500.00. accepted by: _____

Option II: The Contractor will accurately locate, mark, and paint two-inch-wide Pickleball lines. 1 set

ADD \$ 750.00. accepted by: _____

FEE The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work **** EIGHTEEN THOUSAND NINE HUNDRED DOLLARS (\$ 18,900.00) ****

*All prices are in US Dollars. Prices are subject to change after 14 days. Our bid prices are based upon you providing adequate access and storage areas.

Respectfully submitted by:

Gunter Fabio Kangyal

Sales & Estimator -Sport Surfaces Llc.

Proposal accepted by: _____

Title: _____

June 26, 2022

PROPOSAL/AGREEMENT

Attn: Tom Davis
Town of Melbourne
Ryckman Park
507 Ocean Ave
Melbourne FL 32951

PROVISIONS

The Customer agrees to pay a 33% due upon acceptance of proposal.
The Customer agrees to pay a 33% deposit upon commencement
The Customer agrees to pay balance upon completion of the above-proposed work.

GUARANTEE:

The Contractor guarantees all work against defects in workmanship or materials for a **period of (2) years** from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

TERMS & CONDITIONS

CUSTOMER AGREES THAT BY SIGNING THE BELOW CONTRACT THEY AGREE TO ABIDE BY OUR TERMS AND CONDITIONS WHICH CAN BE FOUND BY CLICKING THIS LINK OR CUTTING AND PASTING THIS LINK ONTO THEIR BROWSER: <https://sportsurfaces.com/terms-and-conditions/>

*All prices are in US Dollars. Prices are subject to change after ninety days. Our bid prices are based upon you providing adequate access and storage areas.

Respectfully submitted by:

Gunter Fabio Kangyal

Sales & Estimator -Sport Surfaces Llc.

Proposal accepted by: _____ Title: _____ Date: _____

Town Commission Meeting

Section: New business

Meeting Date: August 17, 2020

Subject: Town email addresses for Town Attorney, Town Planner, and Town Engineer

Submitted By: Vice Mayor Joyce Barton

Background Information: A resident requested the Commission discuss adding email addresses on the town server for the Town Attorney, Town Planner, and Town Engineer.

Recommendation - Up for discussion

Town Commission Meeting

Section: New Business

Meeting Date: August,17 2022

Subject: Hiring of new Town Clerk, Amber Brown

Background Information:

Amber Brown became the interim Town Clerk on April 13, 2022. Since that time Amber assumed all of the duties of the Town Clerk. Amber has taken it upon herself to reorganize and improve the record keeping in the Clerk's Office. Amber has researched outstanding issues to obtain resolution and she has worked with our new software company to streamline vacation rentals and the BTR's process. Amber has done an excellent job transcribing the minutes, she is also working on making our website more efficient and searchable.

Mrs. Brown is committed to obtaining her CMC certification and has already attended a several day training session in Orlando.

This position was advertised on our website and on our message boards outside of Town Hall.

I am confident that Amber Brown is the absolute right person to become our next Town Clerk. I have found Amber to be an independent worker who is highly motivated, professional, exhibits attention to detail and is dedicate to the Town of Melbourne Beach and its residents.

Please welcome Amber Brown as the new Town Clerk of Melbourne Beach effective Monday, August the 8th.

Elizabeth Mascaro

Town Manager

Town Commission Agenda Item

Section:

Meeting Date: **August 17, 2022**

Subject: Appointment of Conflict Legal Counsel for Brevard Circuit Appeal Matter for the Town of Melbourne Beach 05-2022-AP-025737-XXXX-XX.

Submitted By: Town Attorney

Background Information:

An Order was rendered in Code Enforcement Case 2020-CE-198 on March 30, 2022. The Respondent has filed a Notice of Appeal of the Order in Brevard Circuit Appeal Matter for the Town of Melbourne Beach 05-2022-AP-025737-XXXX-XX. The case involves a property located at 303 Beau Jean Ave., Melbourne Beach, FL 32951. The property is owned by Funoe, LLC.

The Town Attorney's firm (WhiteBird, PLLC) has represented Funoe, LLC and the company's principals on other unrelated matters. Due to the prior representation on unrelated matters, the Town Attorney is conflicted from representation of the Town on the Appeal case.

Morris Richardson served as Appointed Conflict Counsel for the Town on the underlying Code Enforcement Case. Mr. Richardson has recently been appointed as the Attorney for the Brevard County Board of County Commissioners and has advised that he can no longer represent the Town on this matter (see attached letter).

Elizabeth Siano Harris is a Board-certified appellate attorney with an office in Mims, Florida. Ms. Harris has agreed to serve as appellate counsel for the Town if approved by the Town Commission. Services are proposed to be handled at \$350.00/hour. A proposal retainer letter and CV is attached.

Morris Richardson, Attorney at Law

2024 Botanica Circle, West Melbourne, Florida 32904 | (321) 615-7872 | morris.richardson@gmail.com

August 2, 2022

VIA EMAIL (townmanager@melbournebeachfl.org)

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

RE: Melbourne Beach Code Enforcement Case No. 2020-CE-198

Dear Elizabeth:

It has been my pleasure to represent the Town of Melbourne Beach in relation to the above-referenced matter. As Cliff Repperger may have informed you, I have been appointed to serve as the Brevard County Attorney effective September 5, 2022. Regrettably, my duties with Brevard County are such that I cannot continue as conflict counsel on this case.

Pursuant to my engagement agreement with the Town, I hereby tender written notice that I am unable to continue representing the Town. I have prepared a final bill, which I have included along with this letter. I have also included my complete file regarding this matter.

As you know, Funoe, LLC ("Funoe") has filed an appeal of the Code Enforcement Special Magistrate's decision in this matter. The appeal is styled Funoe, LLC v. Town of Melbourne Beach, Appellate Case No. 05-2022-AP-025737-XXXX-XX, in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida. Although I have been served with all pleadings to date, I have not formally filed a notice of appearance on behalf of the Town. I trust that Mr. Repperger will recommend alternate counsel to represent the Town regarding this appeal.

Funoe's initial brief was due on July 7, 2022. On June 27, Funoe's attorney requested an extension of time for filing the initial brief. The court granted Funoe's motion, and the initial brief is now due on or before September 5, 2022. Pursuant to Rule 9.210 of the Florida Rules of Appellate Procedure, the Town will be required to file an answer brief within 30 days after service of the initial brief.

When the Town has retained new appellate counsel, please encourage them to contact me if I can be of any assistance. I will gladly discuss this matter with your new attorney, and will cooperate fully in transferring the case. I will not bill for any time spent transitioning the file to your new counsel.

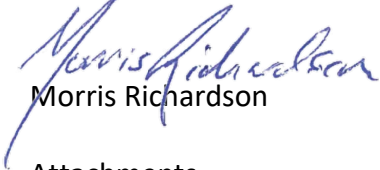
Elizabeth Mascaro

August 2, 2022

Page 2

I truly enjoyed working with you. Please feel free to contact me if you or your commissioners have any questions, or if I may be of any assistance in the future.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Morris Richardson", is written over the printed name.

Morris Richardson

Attachments

cc: Cliff Repperger, Esq. (w/o attachments)



August 11, 2022

Town of Melbourne Beach
c/o Cliff Repperger, Esq.

DELIVERED VIA EMAIL: cliff@whitebirdlaw.com

RE: Funoe, LLC v. Town of Melbourne Beach Richter
Case No: 05-2022-AP-025737-XXXX-XX

Dear Mr. Repperger:

It is my understanding that you wish to retain me to represent the Town of Melbourne Beach on appeal in the above referenced matter. I am willing to accept representation in this matter upon the conditions set forth herein. My representation pursuant to this Agreement shall become effective upon my acceptance of employment.

My hourly rate is \$350.00 for representation in this appeal. Invoices for attorney's fees incurred in this matter must be paid in full immediately upon receipt. All checks should be made payable to Elizabeth Siano Harris, P.A. Any unpaid balance that remains outstanding thirty (30) days after the date of the statement will accrue interest at an annual rate of twelve percent (12%) on the unpaid balance. If my fees are not paid timely, I reserve the right to terminate my services and withdraw from any proceeding or case then pending.

In the event it becomes necessary to institute a formal proceeding against you for the collection of fees or costs advanced by me on your behalf, it is understood that you will pay, in addition to any adjudication for such fees and advanced costs, all additional costs

and expenses necessitated by me having to institute such a proceeding including a reasonable attorney fee.

Further, it is understood that I reserve the right to enter any Attorney's Fees Charging Liens necessary or turn you file over to a collection agency to be submitted to the credit bureau to collect the fees as stated in this agreement. You agree that a lien may be imposed upon any recovery you receive if unpaid fees are owed.

Town of Melbourne Beach
Retainer Agreement



Page 2

As prescribed by the Florida Bar, the following factors will be considered as guides when determining the reasonableness of fees or for legal services, such as the following: (1) the time and labor required, the novelty and difficulty of the questions involved and the skill required to perform the legal service properly; (2) the fee customarily charged in the locality for similar services; (3) the amount involved and the results obtained; (4) the time limitation imposed by you or by the circumstances; (5) the nature and length of the professional relationship with you; (6) the experience, reputation and ability of the attorney's performing the services.

If this letter accurately reflects our understanding, I request that you sign the original and return it to my Titusville office. A copy of this letter is enclosed for you records. Unless and until I receive the signed copy of this letter, along with the initial retainer, I may elect not to undertake any work on your behalf.

I look forward to working with you on this matter. Please do not hesitate to give me a call at any time should you have any comments or questions about our representation.

Very truly yours,

Elizabeth Siano Harris
Elizabeth Siano Harris



ACKNOWLEDGEMENT OF DESIRE TO EMPLOY FIRM

I/We understand and agree to the terms set forth above and do hereby employ your services in accordance with the same and authorize you to use my/our funds held in your trust account for attorney's fees and costs incurred during your representation.

Dated: _____

By: _____

ACCEPTANCE OF EMPLOYMENT BY FIRM

Harris Appellate Law Office

Dated: _____

By: _____
ELIZABETH SIANO HARRIS

ELIZABETH SIANO HARRIS
P.O. Box 371, Mims, FL 32754
321-863-5488
elizabeth@harrisappellatelaw.com

Elizabeth Siano Harris is board certified in appellate practice and has over twenty-eight years of appellate experience, including three years as a law clerk with the Fifth District Court of Appeal for the Honorable John Antoon, now a senior federal judge with the United States District Court for the Middle District of Florida. She is a member of the Florida Bar, the United States United States District Court, Middle District of Florida, and has been admitted to the bar of the United States Court of Appeals, Eleventh Circuit. She has handled both state and federal appeals throughout Florida.

Mrs. Harris consults with trial attorneys, helping them identify and resolve legal issues, develop trial strategy, draft pleadings, briefs, jury instructions.

EDUCATION

- University of South Florida, BA in Mass Communications: Graduated with Honors - 1988
- Florida State University College of Law, J.D., 1991

EMPLOYMENT

2017- present	Harris Appellate Law Office,
2016-2017	Wideman Malek, PL., Appellate Division Chair,
2010- 2016	Law Offices of Elizabeth Siano Harris, P.A. ,
1998-2010	Stadler & Harris, P.A, Of Counsel,
1995-1997	Fifth District Court of Appeal – Staff Attorney for the Honorable John Antoon II
1992-1995	Eighteenth Judicial Circuit, Brevard County – Staff Attorney

EXPERIENCE

Mrs. Harris has handled appeals in many areas including administrative law, business litigation, civil procedure, criminal law, family law, juvenile law, personal injury, probate, and real estate. She has drafted over one hundred appellate briefs, resulting in authored opinions from the United States Court of Appeals Eleventh Circuit, the Florida Supreme Court, and the district courts of Florida. She has participated in over thirty oral arguments, including argument before the Eleventh Circuit Court of Appeals and the Florida Supreme Court. She has also mediated appellate cases in both the districts courts of Florida and the Eleventh Circuit Court of Appeals. Mrs. Harris is rated AV Preeminent by Martindale-Hubbell and was recognized by the Florida Association of Women Lawyers as a 2019 Leader in the Law.

PUBLISHED OPINIONS

Pricher v. Pricher, 45 Fla. L Weekly D1707 (Fla. 5th DCA 2020)(reversal of permanent periodic alimony award).

Erdman v. Erdman, 44 Fla. L. Weekly D2229 (Fla. 5th DCA 2019)(misconduct of a party will not justify unequal distribution of assets)

Piccinini v. State, 275 So. 3d 210 (Fla. 5th DCA 2019)(failure to accept responsibility an impermissible sentencing factor).

M.D. v. D.M., 272 So. 3d 1129 (Fla. 2019)(stepparent adoption under section 63.089, Fla. Stat.)

Lamancusa v. Department of Revenue, 250 So. 3d 812 (Fla. 5th DCA 2018)(modification of out-of-state child support order)

McNulty v. Bowser, 233 So. 3d 1277 (Fla. 5th DCA 2018)(permitting attorney's fee award in paternity actions)

Curtis v. Reinhardt, 243 So. 3d 451 (Fla. 5th DCA 2018)(petition for injunction against sexual violence

Hodge v. Hodge, 227 So. 3d 1284 (Fla. 5th DCA 2017)(calculation of investment income).

FLORIDA BAR CLE PRESENTATIONS

- Appellate Mediation: Where do we begin – January 2020
- Appellate Tips for Trial Attorneys – March 2018
- Understanding Standards of Appellate Review – November 2017
- Appellate Advocacy: What trial lawyers need to know – April 2016
- Avoiding Common Appellate Errors – October 2015
- Basics of Appellate Practice – January 2015

PROFESSIONAL ASSOCIATIONS

- Florida Bar, Appellate Practice Section
- Brevard County Bar Association – Treasurer 2021-2022; Secretary 2020-2021;
Board of Director 2018-2022
- Florida Association of Women Lawyers – Recipient of 2019 Leader in the Law Award
- Brevard County Association of Women Lawyers
- Vassar B. Carlton Inn of Court
- 18th Judicial Circuit Pro Bono Committee
- Veteran's Legal Clinic
- 18th Judicial Circuit Professionalism Panel

Town Commission Agenda Item

Section: New Business

Meeting Date: August 17, 2022

Subject: Engagement of Glenn E. Thomas, Esq. Lewis, Longman & Walker, P.A.
Pension Plan Interpretations

Submitted By: Town Manager Mascaro and Town Attorney Repperger

Background Information:

A member of the Town of Melbourne Beach Police Department has indicated intent to retire in 2022. Section 11-54 of the Town Code governs the Town's Pension Plan. Section 11-54, which was amended in 2012, 2017, and 2020, provides various technical provisions regarding the establishment of retirement benefits. Town Manager Mascaro desires to consult with a labor and employment attorney specialized in pension plan benefits on a limited basis regarding the planned retirement. The Town's Labor and Employment attorney, Louis Wilson, Esq., has recommended Glenn E. Thomas, Esq. of Lewis, Longman, & Walker, P.A. to provide this specialized assistance.

Recommendation:

Approve appointment of Glenn E. Thomas, Esq. of Lewis, Longman, & Walker, P.A

Attachments:

Engagement Proposal

REPLY TO: TALLAHASSEE

August 11, 2022

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

CONFIDENTIAL
ATTORNEY/CLIENT
PRIVILEGED

Re: Legal Representation of Town of Melbourne Beach—Pension Matters

Dear Ms. Mascaro:

On behalf of the law firm of Lewis, Longman & Walker, P.A. (“LLW”), thank you for the opportunity to represent the Town of Melbourne Beach (“Town”) on the above-referenced matter that is further defined in Section 2 of this Engagement Agreement (“Agreement”). The purpose of this Agreement is to document the terms of our professional relationship. A solid attorney-client relationship is built on a clear understanding of the terms of the relationship. Therefore, I ask that you review this letter with care and then either confirm your agreement to these terms or state any different or additional terms that the Town would like us to consider.

1. Client. Unless and until agreed by all parties in writing, LLW’s only client in this matter is the Town of Melbourne Beach, whose primary address is 507 Ocean Avenue, Melbourne Beach, FL 32951.
2. Services. LLW will provide advice and representation to the Town on issues relating to the Town’s pension plans, as requested by the Town. Any additional matters that the Town may ask us to undertake must be covered by a separate Engagement Agreement and will require a separate conflict check.
3. Professional Fees. I will be the shareholder in charge of this matter, and I will be primarily responsible for providing and supervising the legal services required. My hourly rate for public pension matters is \$355.00. I will be responsible for ensuring that this matter is staffed in a manner adequate and appropriate to the requirements of the representation. The

JACKSONVILLE
245 Riverside Ave.
Suite 510
Jacksonville, FL 32202
T: 904.353.6410
F: 904.353.7619

ST. PETERSBURG
100 Second Ave. South
Suite 501-S
St. Petersburg, FL 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE
315 South Calhoun St.
Suite 830
Tallahassee, FL 32301
T: 850.222.5702
F: 850.224.9242

TAMPA
301 West Platt St.
Suite 364
Tampa, FL 33606
T: 813.775.2331

WEST PALM BEACH
360 South Rosemary Ave.
Suite 1100
West Palm Beach, FL 33401
T: 561.640.0820
F: 561.640.8202

Ms. Elizabeth Mascaro

August 11, 2022

Page 2

rates for other LLW attorneys range from \$245.00 to \$355.00 per hour. The rates for paralegals/law clerks range from \$195.00 to \$215.00 per hour. These rates will be in effect through December 2022 and are subject to change in January of each subsequent year. If rates are changed the Town will be notified.

4. Communication and Cooperation. In order for us to serve as the Town's counsel, it is essential that we are able to contact the Town, and that the Town respond to our requests for information or documents as expeditiously and completely as possible. We may also require client personnel be made available to meet with us in relation to representing the Town in this matter.

It is my understanding that Town Attorney Clifford R. Repperger Jr. will be the Town's primary client contact for this matter. I can be reached by telephone at 850-597-0744 or by e-mail at gthomas@llw-law.com. I endeavor to return all telephone calls or e-mails within 24 hours during the business week; however, if the Town is ever unable to reach me, please contact my assistant, Elizabeth, by telephone at 850-222-5702 or by e-mail at esirman@llw-law.com.

5. Costs. LLW will charge the Town for direct costs incurred on the Town's behalf for this representation.

6. Billing and Payment. We will bill the Town on a monthly basis for professional services rendered and expenses incurred in connection with this matter. Our services will be billed in tenth of an hour increments rounded up to the nearest increment, with a minimum entry for the task of one tenth of an hour. The Town agrees to pay the amount of each invoice in full in accordance with Florida's Prompt Payment Act (Section 218.70, etc., Fla. Stat.). Payments received will be applied to the outstanding invoices specified by the payment. If a specific invoice is not specified, the payment will be applied to the oldest outstanding invoice. If you have any questions about an invoice or if the Town disputes any items or any invoice, the Town agrees to notify me in writing within fifteen (15) days of the billing date of the question or concern. If no issues are raised within this time period, the firm will assume the Town does not have any dispute with the invoice.

7. Public Records. LLW will keep and maintain public records required by the Town to perform the service. However, the parties agree that the nature of the retention contemplated herein does not render LLW a "public agency" within the meaning of the term in Chapter 119, Florida Statutes.

Upon request of the Town's custodian of public records, as identified in the next section, LLW will provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

For public records requests that require significant administrative time or the use of technology to fulfill, LLW will prepare an estimate of the cost of fulfilling the public records request and provide same to the Town in writing. If the Town has a policy regarding the manner of calculating charges for significant administrative time or the use of technology, LLW will follow the policy in developing the cost estimate. The Town's policy will be attached hereto upon execution by the Town. If the Town does not have a specific policy for calculating charges for significant administrative time or the use of technology, LLW shall develop the estimate based on LLW's actual cost. Significant administrative time will be considered time in excess of 30 minutes. Labor costs shall be estimated based on 1.25 x the hourly rate of the lowest paid LLW member capable of performing the work. The cost of technology shall be estimated based on actual cost, with no mark-up.

LLW will ensure that public records maintained or created in connection with this representation that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the representation if LLW does not transfer the records to the Town.

Upon completion of the representation, LLW shall transfer, at no cost to the Town, all public records in possession of LLW related to the representation, in the format in which those records were ordinarily kept, provided that all electronic records shall be produced to the Town in a format that is compatible with the Town's information technology systems. If the Town desires the records to be transferred in a format that is different than the above-referenced format, LLW shall prepare a cost estimate for the records conversion upon request and provide the converted records to the Town upon approval of the cost estimate.

LLW shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. LLW may retain duplicate copies of non-exempt and non-confidential public records after the record copies are transferred to the Town.

If the Town receives a public records request for materials the record copies of which are maintained by LLW, the Town shall immediately notify LLW of the request in writing. LLW will provide the records to the Town, or allow the records to be inspected or copied within a reasonable time, as directed by the Town. If the Town desires for LLW to review the records for responsiveness and/or exemption/privilege, the Town shall advise LLW of its desire in writing and LLW shall provide the service at the rates provided herein. If the Town should direct LLW to "certify" a public record, the Town should provide LLW with direction on the desired format of such certification along with the records request.

8. IF LLW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LLW'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, LLW WILL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

321-724-5860

Telephone Number

townclerk@melbournebeachfl.org

E-mail Address

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, FL 32951

Mailing Address

9. Representation of Other Clients; Conflicts. From time to time Lewis, Longman & Walker attorneys represent clients before various governmental entities in zoning, land use, water-related, environmental, short-term rental and other non-retirement matters. It is possible that our attorneys may undertake the representation of clients in future zoning, land use, water-related, environmental, short-term rental or other matters that may involve the Town or come before the Town Commission or Town boards. Neither I nor any attorney who may perform pension work for the Town will be involved in any such matters, and the firm's representation of clients in such matters will not limit the exercise of my independent professional judgment, or that of any other attorney who may work on pension matters, with respect to the matters we will be handling for the Town. Accordingly, the Town agrees that it will not seek to disqualify Lewis, Longman & Walker, P.A. from representing firm clients in zoning, land use, water-related, environmental, short-term rental or other non-pension matters that may involve or come before the Town or its boards. We will notify the Town if a potential conflict should arise with respect to our firm's representation of any clients in the future, and we recognize that the Town reserves the right to terminate our services at any time.

LLW engages in legislative lobbying efforts on behalf of numerous public and private clients, individuals, corporations, local governments and industry associations, including short-term rental entities. Further, while the Firm works to inform all of its clients of its lobbying efforts and does regularly pursue matters that are supportive of local governments, it is understood that the political process inherently produces differences of political opinion. Such political differences may not amount to a conflict of interest under the Rules of the Florida Bar, but we recognize that the Town reserves the right to terminate our services at any time.

Ms. Elizabeth Mascaro
August 11, 2022
Page 5

We sincerely thank you for choosing LLW to assist in this matter. If the Town agrees with the foregoing terms and conditions, please sign in the space provided at the bottom of this Agreement, return a copy to me, and retain a copy for the Town's records. On behalf of LLW, I look forward to assisting the Town in this matter.

Sincerely,



Glenn E. Thomas
Shareholder
Lewis, Longman & Walker, P.A.

ACCEPTED BY:

Town of Melbourne Beach

By: _____

[PRINT NAME]

[TITLE]

[DATE]

[Email Address]

[Work Telephone Number]

[Cell Phone Number]

Town Commission Agenda Item

Section: New Business

Meeting Date: August 17, 2022

Subject: Town Manager Employment Agreement

Submitted By: Town Manager Mascaro and Town Attorney Repperger

Background Information:

Town Manager Mascaro's initial three(3)-year employment agreement is scheduled to terminate in September 2022.

Town Manager Mascaro has proposed a three(3)-year renewal with the following changes:

Salary to be increased by 6.0% in each year.

Severance Pay term modified from three (3) to four (4) months.

Sick Leave Payment Accrual at 50% as provided for other Town Employees.

The remainder of the Agreement stays the same.

Recommendation:

Consider Town Manager Employment Agreement Terms

Attachments:

Proposed Draft Agreement

EMPLOYMENT AGREEMENT **TOWN MANAGER**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into as of the last date executed below by the TOWN OF MELBOURNE BEACH, FLORIDA, a Florida municipal corporation (“Town”) and ELIZABETH MASCARO (“Manager”).

Purpose of Agreement

The purpose of this Agreement is to set forth and terms and conditions of the Manager’s employment by the Town.

Understandings

In consideration of the mutual promises below, the Town and the Manager agree as follows:

1. **Appointment.** The Town hereby appoints ELIZABETH MASCARO as its Town Manager. ELIZABETH MASCARO hereby accepts such appointment.

2. **Duties.** The Manager will be the chief administrative officer of the Town and report to, and be directly responsible to, the Town Commission for all Town affairs. The Manager will perform all functions and duties as specified in the Town Charter (including Section 3.03), Town ordinances, Commission resolutions, any job description approved by the Commission, and as may be directed by the Commission. The Manager shall attend all Commission meetings, unless excused by the Commission, and shall have the right to take part in discussions, but not vote. As reasonably possible, the Manager will also attend meetings of the Town’s advisory and appointment boards, including the Planning and Zoning Board, Board of Adjustment and Code Enforcement Board.

3. **Performance.** The Manager agrees to devote the Manager’s full time and attention to the business of the Town and to perform all such duties and functions diligently, competently and professionally and within the time frames and deadlines imposed by law, Town policy, the Commission or, if no required deadline, within a reasonable period of time. The Commission shall be the sole judge of whether the Manager has performed such duties and functions in a competent, professional, efficient and effective manner. Except as approved by the Commission, the Manager will not undertake any outside employment or business activities. However, this paragraph will not be construed to prohibit or restrict the Manager from serving on non-profit boards or providing any other charitable or civic services.

4. **Compensation and Benefits.**

(a) **Salary.** The Town will pay the Manager a salary of \$2,038.46 per week (\$106,000.00 annualized) for the Manager’s active employment during the first year of this Agreement, a salary of \$2,160.77 per week (\$112,360.00 annualized) for the Manager’s active employment during the second year of this Agreement, and a salary of \$2,290.42 per week

(\$119,102.00 annualized) for the Manager's active employment during the third year of this Agreement. Any periods of inactive employment will be compensated in accordance with the Town's policies and procedures concerning paid leave. The Commission will conduct an annual review of the Manager's performance and, in consultation with the Manager, set goals and performance objectives. The Commission may from time to time in its discretion increase the Manager's salary based on performance and/or cost of living increases. The Town will not reduce the Manager's salary during the term of this Agreement without the consent of the Manager.

(b) **Benefits.** The Manager will be eligible to participate in such medical, retirement, paid leave (annual leave, sick leave, etc.), and other standard fringe benefits as may be provided from time to time generally to other full-time employees of the Town. Except as otherwise specified in this Agreement, the Manager's participation in such benefits will be governed by the normal requirements, terms and conditions of any applicable plans, policies or procedures, and as may from time to time be amended, changed or terminated by the Town in its discretion. The Manager will receive 120 hours of annual leave per year. The Manager will not be eligible for compensatory ("comp") time. ~~The Manager will not be~~ is eligible for payment of unused sick leave during employment or upon termination of employment consistent with the Town's employment policies for any reason.

(c) **Retirement.** In lieu of participating in the Town's FRS retirement plan, the Manager may elect to have the Town contribute an amount equal to an amount paid by the Town for that year as a contribution for Regular Class Town Employees to the Town's retirement plan into a deferred compensation plan, such as the International City Manager's Association (ICMA) Deferred Compensation Plan, that satisfies federal Internal Revenue Service deferred compensation plan requirements. Payment into a deferred compensation plan by the Town will negate the Town's responsibility to pay into any other retirement program provided by the Town. If the Manager elects to opt out of FRS participation, the Manager shall be responsible to make a proper election of withdrawal from FRS in accordance with Section 121.055, F.S. or as otherwise applicable. Upon separation from employment, any funds in the Manager's deferred compensation account will be transferrable to the extent allowed by such deferred compensation plan and applicable law.

(d) **Expenses.** The Town will pay the Manager a stipend of \$200 per month for the use of the Manager's personal vehicle (excluding normal commuting) for Town Business travel within the Brevard County. Use of a personal vehicle for business travel outside of Brevard County (excluding normal commuting) will be reimbursed at the rate specified in Town policies. The Town Manager will maintain commercial insurance on the Manager's personal vehicle and the Town will reimburse the Manager for the additional cost of this insurance over and above the Manager's normal personal vehicle insurance. Other travel expenses will be reimbursed per Town policy. The Town will supply the manager with a cellular phone and a computer at the Town's expense, which will be subject to Town policies and procedures. The phone provided by the Town will be subject to Florida's public records laws pursuant to Chapter 119, Florida Statutes.

(e) **Professional Organizations/Seminars.** The Town will pay or reimburse the Manager's professional dues and subscriptions and expenses for attending meetings at

professional organizations and seminars as are approved in the Town's annual budget on a line item basis or as separately authorized by the Commission.

(f) **Life Insurance.** The Town shall provide the Manager a term life insurance policy equivalent to two (2) times the Town Manager's base salary and shall pay the total premiums for the coverage, not to exceed \$2,000.00 annually. The beneficiary of the term of life insurance policy shall be determined by the Town Manager and the policy shall remain in effect during the term of the Agreement.

(g) **Withholdings and Deductions.** The above compensation and benefits will be subject to any required withholdings and deductions for state and federal taxes, social security, and other normal payroll deductions or for amounts due the Town by the Manager.

5. **Indemnification.** The Town will indemnify and defend the Manager in connection with any civil action arising out of and in the scope of the Manager's employment with the Town in accordance with and to the extent permitted by Sections 111.07 and 111.071, Florida Statutes and other applicable law.

6. **Term and Termination.**

(a) **Term.** The term of this Agreement will begin on **September 19, 2022** and will continue for three (3) years unless terminated earlier as provided in subsections (b), (c), or (d) as provided below. The Manager will provide the Town Commission the Manager's Notice of Intent to Renew or Extend this Agreement at least sixty (60) days prior to the end of the term of this Agreement. Upon receipt of a Notice of Intent to Renew or Extend this Agreement from the Manager, the Town Commission shall begin negotiations to Renew or Extend this Agreement. Such negotiations shall involve the entire Town Commission unless a delegate is formally appointed by the Town Commission. If the term of this Agreement is not extended or renewed, neither party will have any obligation to the other upon expiration of the term.

(b) **Termination By Town Without Cause.** The Town Commission may terminate this Agreement without cause by majority vote of the Town Commission.

(c) **Severance Pay.** The Manager, if terminated without cause as provided in Section 6 (b), will be paid severance, in the Amount of **three four (34)** months' base salary in exchange for the Manager executing a general release of claims in favor of the Town, in a form acceptable to the Town Attorney. The execution of this release of claims shall be made and received by the Town prior to any payment by the Town.

(d) **Termination For Cause.** The Manager may be immediately terminated upon a majority vote of the Commission for cause. For purposes of this Agreement, "cause" means:

(i) A failure to perform the Manager's duties as required by this Agreement (other than a failure enumerated in (ii) through (iv) below), provided the

Manager is provided written notice of such failure and fails to correct the deficiency within 30 days. Notwithstanding the foregoing, in the event the Commission determines that the deficiency is not correctable or another failure occurs again within a 12 month period after a 30-day written warning is given, the Town may immediately terminate this Agreement upon a majority vote of the Commission.

- (ii) Dishonest or unethical conduct;
- (iii) “Misconduct” as defined in Section 443.036 (29), Florida Statutes;
- (iv) Commission of an act that would constitute a felony of any kind or a misdemeanor involving moral turpitude.

If the Manager is terminated for cause, the Town will be obligated to pay the Manager’s compensation and benefits through the date of termination only.

7. **Resignation By Manager.** This Agreement may be terminated by the Manager upon sixty (60) days’ prior written notice to the Town. If the Manager fails to provide the required written notice, the Manager will be liable to the Town for liquidated damages in an amount equal to the Manager’s salary during the sixty (60) days preceding the last day of the Manager’s active employment with the Town. If the Manager provides the required written notice, the Town may elect to accelerate the Manager’s last day of active employment and pay the Manager the Manager’s normal pay and benefits in lieu of the Manager working some or all of such notice period. The Town may condition the payment of pay-in-lieu-of-notice on the Manager executing a general release of claims in favor of the Town, in a form acceptable to the Town Attorney. The execution of this release of claims shall be made and received by the Town prior to any payment by the Town. The Town Manager will not take leave, paid or unpaid, during the Notice period without permission of the majority of the Town Commission.

8. **Return of Town Property.** Upon separation of employment for any reason, the Manager will immediately return all Town property to the Town, including but not limited to keys, cell phone, laptop computer, credit cards, documents, and any and all other property of the Town in the Manager’s possession or control. Upon separation of employment, the Manager will immediately cease accessing the Town’s computer systems, except to the extent permitted by the general public.

9. **General Provisions.**

(a) **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

(b) **Counterparts.** If multiple counterparts of this Agreement are executed, each will be deemed an original, but all counterparts together will constitute one and the same instrument.

(c) **Amendments.** This Agreement constitutes the entire agreement between the parties and supersedes all other understandings and agreements between the parties. Any amendment or change to this Agreement must be in a writing signed by both parties to this Agreement and approved by a majority vote of the Commission.

(d) **Waiver.** The waiver by any party of a violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.

(e) **Governing law/venue/jury waiver/attorney's fees.** This Agreement will be governed by the laws of the State of Florida and venue for any action related to the terms of this Agreement shall be in Brevard County, FL. The parties hereby waive any right to a trial by jury in respect to any litigation based on or arising out of this Agreement. In any legal proceeding arising out of the terms of this Agreement filed by either party against the other, the parties shall bear their own attorney's fees and costs related to such action.

(f) **Plain meaning.** This Agreement will be interpreted in accordance with the plain meaning of its terms and not for or against the drafter of this Agreement.

(g) **Opportunity to Consult with Counsel.** The Parties hereby represent and acknowledge that they have been provided with the opportunity to discuss and review the terms of this Agreement with their respective attorneys before signing it and that they are freely and voluntarily signing this document in exchange for the benefits provided herein. The Parties further represent and acknowledge that they have been provided a reasonable period of time within which to review the terms of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first written below.

ELIZABETH MASCARO

THE TOWN OF MELBOURNE BEACH,
FLORIDA

TOWN MANAGER

By: _____
WYATT HOOVER, Mayor

Date: _____

Date: _____

ATTEST:

Interim Town Clerk, Amber Brown

Reviewed for legal form and content:

Clifford R. Repperger, Jr., Town Attorney

Town Commission Meeting

Section: New Business

Meeting Date: August 17, 2022

Subject: Community Center Audio Equipment

Background Information: Multiple concerns have been raised regarding the Town's current sound system, and it's effectiveness in fulfilling the needs of the Commission and community. The deficiencies identified with the current system are as follows:

- Commissioners and Staff Members are required to share microphones as the current system only supports 8 inputs. The microphone shortage means that Commissioners and Staff Members have to share and/or pass microphones, sometimes making it difficult for the public to hear what is being said during meetings.
- The current system does not allow for individual input adjustments. In addition, the software and majority of the hardware is propriety, meaning that all upgrades have to be made through the vendor who originally sold the system.
- Meeting recording has also been an issue, as the current system does not allow for direct recording, making it necessary to have a separate voice recording system that does not always provide clear audio capture, as it receives its input from only 4 multi-directional microphones.
- Finally the current system utilizes wired microphones that get plugged into the floor, causing potential tripping hazards and an unprofessional look.

Due to the identified concerns, the Town Commission directed the Town Clerk to investigate the possibility of upgrading the system to correct as many of the deficiencies, while staying fiscally responsible.

After some preliminary research and input from local expert with a background in sound systems and multi-media communications, I have come up with a few potential solutions to address the concerns listed above.

1. High-End Solution to provide the best sound quality & user experience:
2. Medium Solution to provide better sound quality & user experience:
3. Lower-end solution to provide good sound quality & user experience:

Recommendation: Consider purchasing the Vocopro microphones and the Behringer mixer

Attachments:

- List of the different products with prices
- Quote for the high-end solution
- Quote for the medium solution
- Quote to upgrade our current system

Microphones – wanted 14

- High End – Need both items plus receivers

<http://www.sweetwater.com/store/detail/MX410LPC/> - \$251.00 each

<https://www.sweetwater.com/store/detail/ULXD8-G50--shure-ulxd8-goosneck-base-wireless-transmitter-g50-band> - \$553.00 each

- Medium End – Need both items plus receivers

<https://www.sweetwater.com/store/detail/U3Set--xvive-audio-u3-microphone-wireless-system> -
\$200.00 each

<https://www.sweetwater.com/store/detail/LizPodium--acacia-liz-podium-microphone> - \$200.00 each

- Low End – About \$1,500.00 for 16 includes the receivers

<https://www.bestbuy.com/site/vocopro-uhf-wireless-microphone-system/6239612.p?loc=101&ref=NS&skuId=6239612>

Sound Board

<https://www.sweetwater.com/store/detail/X32Compact--behringer-x32-compact-digital-mixer>

https://www.amazon.com/Yamaha-MG16XU-16-Input-6-Bus-Effects/dp/B00I0Q8LIO/ref=sr_1_2?crid=2XBGMO5SMKN4G&keywords=yamaha+mg16xu&qid=1658755601&srefix=yamaha+mg16xu%2Caps%2C116&sr=8-2



Music Instruments & Pro Audio

5501 US HWY 30 W
Fort Wayne, IN 46818
(800) 222-4700
Sweetwater.com

Quote Number 7937864
Quote Date 06/13/22
Customer Number 4779110

Qty.	Item	Description	Retail Price	Your Price	Total
12	ULXD8-G50	Shure ULXD Wls Gooseneck Mic Base TXM, G50 http://www.sweetwater.com/store/detail/ULXD8-G50/	\$662.00	\$509.00	\$6,108.00
3	ULXD4Q-G50	Shure ULXD Quad Wls RCV, G50 http://www.sweetwater.com/store/detail/ULXD4Q-G50/	\$7,313.00	\$5,977.00	\$17,931.00
1	UA221	Shure Passive Antenna Combiner/Splitter http://www.sweetwater.com/store/detail/UA221/	\$151.00	\$147.00	\$147.00
12	MX410LPC	Shure 10" Gooseneck Card Mic w/Status http://www.sweetwater.com/store/detail/MX410LPC/	\$290.00	\$224.00	\$2,688.00

Subtotal:	\$26,874.00
Shipping & Handling:	\$0.00
Tax:	\$1,881.18
Total:	\$28,755.18

Your Sales Engineer Is David Winkert:

Dear Kevin,

Thanks for reaching out! I'm looking forward to helping with your future endeavors. Let me know if you have any questions at all!

If you ever have any questions or concerns, please do not hesitate to contact me at (800) 222-4700 x3214 or david_winkert@sweetwater.com.

24-hour tech support is also available at Sweetwater.com/ SweetCare, or with our in-house SweetCare Center by phone at (800) 222-4700 (M - F 9am - 6pm, Sat 9am - 5pm).

Sweetwater's Return Guidelines:

It's our goal to earn your trust and create a relationship with you for the long term by standing behind what we sell. We promise to deal with you fairly and reasonably; we hope you will be fair and reasonable with us as well. So, if for some reason you are not satisfied with your purchase, we will gladly accept your timely return of eligible items.

To make a return, simply contact your Sales Engineer to start the process.

For additional information on returns, please visit Sweetwater.com/help.



Music Instruments & Pro Audio
5501 US HWY 30 W
Fort Wayne, IN 46818
(800) 222-4700
Sweetwater.com

Quote Number 8013432
Quote Date 07/14/22
Delivery Method FedEx Ground (Business)
Customer Number 10700698

Quote To: Amber Brown
Town of Melbourne Beach
507 Ocean Ave
Melbourne Beach, FL 32951

Ship to: Amber Brown
Town of Melbourne Beach
507 Ocean Ave
Melbourne Beach, FL 32951

Qty.	Item	Description	Retail Price	Your Price	Total
12	LizPodium	Acacia Cardioid Podium Mic http://www.sweetwater.com/store/detail/LizPodium/	\$279.95	\$199.99	\$2,399.88
12	U3Set	Xvive XLR Plug-on Wls Sys http://www.sweetwater.com/store/detail/U3Set/	\$199.00	\$159.20	\$1,910.40

//THE/SWEETWATER/PACKAGE//
• Free Technical Support :: 50 Plus Person In-house Service Department
• Total Confidence Coverage :: Full 2 Year Warranty
• Free Shipping Promotion
• Personal Sales Engineer

Subtotal:	\$4,310.28
Shipping & Handling:	\$52.18
Free Shipping Promo:	-\$52.18
Tax:	\$301.71
Total:	\$4,611.99

Your Sales Engineer Is David Winkert:

Dear Amber,

Thanks for reaching out! I'm looking forward to helping with your future endeavors. Let me know if you have any questions at all!

If you ever have any questions or concerns, please do not hesitate to contact me at (800) 222-4700 x3214 or david_winkert@sweetwater.com.

24-hour tech support is also available at Sweetwater.com/SweetCare, or with our in-house SweetCare Center by phone at (800) 222-4700 (M - F 9am - 6pm, Sat 9am - 5pm).

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Client: Town of Melbourne Beach
Project: Add Wireless Mics

Job Number: 86632101
System Designer: TJS
Revision: r03
Tax Rate: 0.0%

BRAND	DESCRIPTION	PART #	UNIT PRICE	QTY	EXTENDED
Equipment					
Trendnet	POE+ Injector	TP115GI	\$ 38.50	1	\$ 38.50
Biamp	Input Expander	EX-IN	\$ 803.85	1	\$ 803.85
Audio Technica	Receiver Chasis, 2 Receiver Unit, and 2 Desk Stand TX	ATW-1377	\$ 1,086.75	3	\$ 3,260.25
Audio Technica	Receiver Chasis, Receiver Unit, and Belt Pack TX and Lapel Mic	ATW-1301L	\$ 514.05	1	\$ 514.05
Audio Technica	Single Receiver Unit	ATW-RU13	\$ 179.40	1	\$ 179.40
Audio Technica	Single Desk Stand TX	ATW-T1007	\$ 312.80	1	\$ 312.80
Audio Technica	Gooseneck Microphone	U859QL	\$ 125.35	7	\$ 877.45
IMS	Bulk and Patch Cables, Miscellaneous Hardware			1	\$ 232.40
	Shipping			1	\$ 126.50
IMS	Installation Labor		\$ 1,200.00	1	\$ 1,200.00
IMS	Crestron Programming / DSP Configuration		\$ 960.00	1	\$ 960.00
Total					
Subtotal (Material and Labor)					\$ 8,378.70
Tax					\$ -
Shipping Subtotal					\$ 126.50
Total					\$ 8,505.20

Town Commission Meeting

Section: New Business

Meeting Date: August 17, 2020

Subject: Additional Yoga Class

Submitted By: Parks Board

Background Information: The Parks Board has received requests to have an additional yoga class. The current class on Tuesday night is very popular and has had great feedback.

Recommendation – Approve an additional yoga class for Thursday evenings.



Town Manager Report for August 2022

1. The grant application for the IRL/Tourism Board did not receive enough points to make the next round of consideration. When I spoke with the Debra at the Tourism Board, she felt had we used the stormwater covers for our artwork and not murals that we may have been awarded more points since there would have been a direct correlation between the stormwater drains and the IRL. Debra also let me know that this project would not be eligible for the cultural grant mentioned during my presentation by one of the Board Members. Several of the artists are still interested in painting murals for the Town. I told them the Commission would possibly consider a mural project after the new fiscal year.
2. Bids were received from Brewer Paving & Development, LLC and opened on August 3rd, 2022 at 4:00pm. Brewer's bid has been included under new business for the August Commission meeting. The bid came in at \$424,295, which was very close to the anticipated cost.
3. Community Center roof permit has been signed off as complete by the Building Official.
4. Plants were installed at Bi-Centennial Park. Weed guard and mulch will be added to finish the project.
5. Florida Bulb and Ballast installed the new light fixtures in the Town Hall Complex.
6. The Interim Town Clerk and I met with Attorney Repperger to discuss public records requirements.
7. Jacob Thompson, a student at Hoover Middle School, has been conducting experiments in the waters off our pier. Hi project placed FIRST at the Regionals and he now moves onto the State Competition! Way to go Jacob!! I have sent him a note congratulating him on his achievements.
8. I sent an email to the UF/IFAS Extension office regarding the presentation for the Nano carbon fertilizers to get their opinion on carbon based fertilizers. I was referred to the Brevard County office and I'm waiting for a reply.
9. Before the Town hires another intern from FIT to work with the EAB, I have asked Curtis Byrd for a detailed summary of what the intern will accomplish. I would also like the project(s) to be measureable and provide a positive impact to the Community. In the past we have allowed \$2,000 per year for an intern.
10. Spoke with Kelly Lane from Senator Mayfield's office regarding our policies and procedures on vacation rentals. Kelly reached out to me after she had spoken with one of residents who had serious concerns about a vacation rental in their neighborhood.
11. As of this writing the Town has had 1 person register their LSV under our new system.
12. Per Chief Brown, the Boy Scouts have volunteered to fill sandbags if we have a threat of a hurricane.

13. Per Chief Brown, Cocoa Beach Ocean Rescue will begin installing the life rings around the end of August-beginning of September.

14. Received the final sign off from the Department of Economic Opportunity for the 2021 Comprehensive Plan. The Plan will be posted to the Town's website.

15. Brevard County Property Appraiser's Office and Brevard County Emergency Management have both asked the recipients of the ARPA funds to donate to an upgraded to the GIS program for the Property Appraiser's office and to the BCE for upgrades to the P25 Radio System used by the Police Department and the Fire Department. Our share for the P25 is \$18,573 for FY24. When I have a figure for the Appraisers Office I will let you know.

16. I have received an updated price for the Town signs based on thinner aluminum with composite and lamination. Agenda item in Old Business.



TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

Building Department Report

JULY 2022

- 58 permits issued
- Construction Value of the 58 permits totaled \$1,127,230.00
- Total Permit fees \$20,929.63
- 123 inspections completed
- 64 plans reviewed
- 0 Single-Family Site Plan review for P&Z
- 0 BTR reviews
- 3 Vacation Rental inspections
- 1 New homes

Melbourne Beach Permit List

0

Permit	Type	Address	Applicant	Issued	Expired
PWS22-0031	Window, Door, & Shutter	2203 ATLANTIC ST 723	TEKKADAN LLC	07/26/202	01/22/202
PWS22-0029	Window, Door, & Shutter	610 HIBISCUS TRL	W. Anthes Inc.	07/21/202	01/24/202
PWS22-0028	Window, Door, & Shutter	1503 ATLANTIC ST A	Window world of Central Florida Inc	07/12/202	01/08/202
PWS22-0027	Window, Door, & Shutter	2005 ATLANTIC ST 422	FOUR SEASONS IMPACT WINDOWS AND DOORS LLC	07/14/202	01/10/202
PWS22-0024	Window, Door, & Shutter	300 SURF RD	ISLAND DOORS INC	07/11/202	01/25/202
PWDS22-0013	Window, Door, & Shutter	501 POINSETTIA RD	SLOAN CONSTRUCTION GROUP INC.	07/11/202	
PTR22-0001	Tree	214 ELM AVE	Tree Service Express, Inc	07/05/202	01/01/202
PSL22-0004	Solar	508 HARLAND AVE	SUNRUN INSTALLATION SERVICES INC.	07/18/202	01/14/202
PRR22-0028	Reroof	509 OCEAN AVE	ROC CONSTRUCTION	07/25/202	01/21/202
PRR22-0027	Reroof	2101 NEPTUNE DR	JANNEY CONSTRUCTION SERVICES LLC	07/18/202	02/05/202
PRR22-0026	Reroof	324 AVENUE B	Windward Building Company	07/27/202	02/01/202
PRR22-0025	Reroof	405 PELICAN KY	ROOF, WESCON CONSTRUCTION INC	07/20/202	01/16/202
PRR22-0024	Reroof	203 FIRST AVE	HEART ROOFING INC	07/11/202	01/24/202
PRR22-0023	Reroof	416 MAGNOLIA AVE	ANDERSON BROTHERS INC	07/06/202	01/02/202
PRB22-0021	Res Building	1602 PINE ST	S&W KITCHENS	07/28/202	01/24/202
PRB22-0020	Res Building	212 DOGWOOD AVE	TILT PATCHERS INC.	07/20/202	01/31/202
PRB22-0018	Res Building	1501 PINE ST	COLLIAS, APRIL	07/05/202	01/11/202
PRB22-0016	Res Building	509 POINSETTIA RD	RODDENBERRY, JESSICA A	07/01/202	12/28/202
PRB22-0003	Res New Construction	407 THIRD AVE	Sun Quality Builders LLC	07/14/202	01/10/202
PPR22-0007	Pool Resurface	502 RIVERSIDE DR	Brevard Pools Inc	07/21/202	01/17/202
PPL22-0005	Pool	449 SANDY KY	GEORGE, FRANKLIN M	07/06/202	01/02/202
PP22-0008	Plumbing	442 RIVER VW	WILLIAM HONEYCUTT	07/20/202	01/23/202
PP22-0007	Plumbing	312 THIRD AVE	MICHAEL B HEIDENREICH	07/12/202	01/08/202
PMB22_060	Construction	402 RIVER VIEW LN	INTERCOASTAL POOL AND SPA	07/25/202	01/21/202
PM22-0046	Mechanical	2010 OAK ST	WHITLOCK, GARY	07/27/202	01/23/202
PM22-0045	Mechanical	1706 ORANGE ST	WHITLOCK, GARY	07/27/202	01/23/202
PM22-0043	Mechanical	1903 ATLANTIC ST 223	RENNER, ROBERT	07/18/202	01/14/202
PM22-0042	Mechanical	510 AVENUE A	Richard D Baird	07/11/202	01/10/202
PM22-0041	Mechanical	2009 NEPTUNE DR	Robert Miller	07/12/202	01/08/202
PM22-0040	Mechanical	228 6TH AVE	Robert Miller	07/12/202	01/08/202
PM22-0039	Mechanical	2207 ATLANTIC ST 814	DURHAM AND SONS RALPH DURHAM	07/06/202	01/25/202

Melbourne Beach Permit List

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Permit	Type	Address	Applicant	Issued	Expired
PG22-0002	Generator	201 RIVERSIDE DR	COMPLETE ELECTRIC INC	07/19/202	01/28/202
PF22-0014	Fence	203 THIRD AVE	Mossy Oak Fence of Brevard LLC	07/27/202	01/23/202
PF22-0013	Fence	304 3RD AVE	Carrie's Fence of Palm Bay	07/22/202	01/18/202
PF22-0012	Fence	306 3RD AVE	Carrie's Fence of Palm Bay	07/22/202	01/18/202
PF22-0011	Fence	307 BANYAN WAY	Carrie's Fence of Palm Bay	07/13/202	01/09/202
PF22-0002	Fence	208 THIRD AVE	SECURE FENCE AND RAIL LLC	07/12/202	01/10/202
PE22-0013	Electrical	703 PINE ST	JAMES HECK	07/26/202	01/28/202
PE22-0012	Electrical	1201 ATLANTIC ST C	PETE GOINS	07/26/202	01/22/202
PE22-0011	Electrical	212 DOGWOOD AVE	SPACE COAST ELECTRICAL SERVICES LLC	07/25/202	01/28/202
PE22-0010	Electrical	318 BANYAN WAY	JAMES HECK	07/22/202	01/18/202
PE22-0009	Electrical	442 RIVER VW	Peter J Grandinetti	07/20/202	01/16/202
PE22-0008	Electrical	523 AVENUE B	DURKIN, BERNARD G	07/08/202	01/14/202
PE22-0007	Electrical	1101 ATLANTIC ST	Robert C Dipaolo	07/13/202	01/17/202
PE22-0006	Electrical	508 COLONY ST	MICHAELS LIGHTING & ELECTRIC INC	07/06/202	01/02/202
PE22-0005	Electrical	2006 ROSEWOOD DR	Harry J Pingston	07/05/202	01/01/202
PD22-0005	Demolition	527 SUNSET BLVD	MONARCH HOMES OF BREVARD LLC	07/05/202	01/01/202
PCD22-0027	Paver, Concrete, & Deck	217 BIRCH AVE	Brevard Outdoor Services	07/26/202	01/22/202
PCD22-0026	Paver, Concrete, & Deck	411 FOURTH AVE	SOBIESKI JOINT REVOCABLE TRUST	07/26/202	01/22/202
PCD22-0025	Paver, Concrete, & Deck	517 AVENUE A	DYER, ALFRED C	07/26/202	01/29/202
PCD22-0024	Paver, Concrete, & Deck	325 HIBISCUS TRL	Dave Nielsen LLC	07/21/202	01/17/202
PCD22-0021	Paver, Concrete, & Deck	404 POINSETTIA RD	ARMSTRONG, ANNETTE M	07/14/202	01/16/202
PCD22-0019	Paver, Concrete, & Deck	307 SUNSET BLVD	KNOWLTON, DOUGLAS J	07/06/202	01/02/202
PCD22-0016	Paver, Concrete, & Deck	412 RIVER VW	SUNSTATE TREE AND LANDSCAPING INC	07/19/202	01/15/202
PCD22-0014	Paver, Concrete, & Deck	609 SHANNON AVE	RYALS, JUSTIN W	07/13/202	01/09/202

Total Permits: 58

Melbourne Beach Permit List

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Permit	Type	Address	Applicant	Issued	Expired
PWS22-0031	Window, Door, & Shutter	2203 ATLANTIC ST 723	TEKKADAN LLC	07/26/202	01/22/202
PWS22-0029	Window, Door, & Shutter	610 HIBISCUS TRL	W. Anthes Inc.	07/21/202	01/24/202
PWS22-0028	Window, Door, & Shutter	1503 ATLANTIC ST A	Window World of Central Florida Inc	07/12/202	01/08/202
PWS22-0027	Window, Door, & Shutter	2005 ATLANTIC ST 422	FOUR SEASONS IMPACT WINDOWS AND DOORS LLC	07/14/202	01/10/202
PWS22-0024	Window, Door, & Shutter	300 SURF RD	ISLAND DOORS INC	07/11/202	01/25/202
PWDS22-0013	Window, Door, & Shutter	501 POINSETTIA RD	SLOAN CONSTRUCTION GROUP INC.	07/11/202	
PTR22-0001	Tree	214 ELM AVE	Tree Service Express, Inc	07/05/202	01/01/202
PSL22-0004	Solar	508 HARLAND AVE	SUNRUN INSTALLATION SERVICES INC.	07/18/202	01/14/202
PRR22-0028	Reroof	509 OCEAN AVE	ROC CONSTRUCTION	07/25/202	01/21/202
PRR22-0027	Reroof	2101 NEPTUNE DR	JANNEY CONSTRUCTION SERVICES LLC	07/18/202	02/05/202
PRR22-0026	Reroof	324 AVENUE B	Windward Building Company	07/27/202	02/01/202
PRR22-0025	Reroof	405 PELICAN KY	ROOF, WESCON CONSTRUCTION INC	07/20/202	01/16/202
PRR22-0024	Reroof	203 FIRST AVE	HEART ROOFING INC	07/11/202	01/24/202
PRR22-0023	Reroof	416 MAGNOLIA AVE	ANDERSON BROTHERS INC	07/06/202	01/02/202
PRB22-0021	Res Building	1602 PINE ST	S&W KITCHENS	07/28/202	01/24/202
PRB22-0020	Res Building	212 DOGWOOD AVE	TILT PATCHERS INC.	07/20/202	01/31/202
PRB22-0018	Res Building	1501 PINE ST	COLLIAS, APRIL	07/05/202	01/11/202
PRB22-0016	Res Building	509 POINSETTIA RD	RODDENBERRY, JESSICA A	07/01/202	12/28/202
PRB22-0003	Res New Construction	407 THIRD AVE	Sun Quality Builders LLC	07/14/202	01/10/202
PPR22-0007	Pool Resurface	502 RIVERSIDE DR	Brevard Pools Inc	07/21/202	01/17/202
PPL22-0005	Pool	449 SANDY KY	GEORGE, FRANKLIN M	07/06/202	01/02/202
PP22-0008	Plumbing	442 RIVER VW	WILLIAM HONEYCUTT	07/20/202	01/23/202
PP22-0007	Plumbing	312 THIRD AVE	MICHAEL B HEIDENREICH	07/12/202	01/08/202
PMB22_060	Construction	402 RIVER VIEW LN	INTERCOASTAL POOL AND SPA	07/25/202	01/21/202
PM22-0046	Mechanical	2010 OAK ST	WHITLOCK, GARY	07/27/202	01/23/202
PM22-0045	Mechanical	1706 ORANGE ST	WHITLOCK, GARY	07/27/202	01/23/202
PM22-0043	Mechanical	1903 ATLANTIC ST 223	RENNER, ROBERT	07/18/202	01/14/202
PM22-0042	Mechanical	510 AVENUE A	Richard D Baird	07/11/202	01/10/202
PM22-0041	Mechanical	2009 NEPTUNE DR	Robert Miller	07/12/202	01/08/202
PM22-0040	Mechanical	228 6TH AVE	Robert Miller	07/12/202	01/08/202
PM22-0039	Mechanical	2207 ATLANTIC ST 814	DURHAM AND SONS RALPH DURHAM	07/06/202	01/25/202

Melbourne Beach Permit List

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Permit	Type	Address	Applicant	Issued	Expired
PG22-0002	Generator	201 RIVERSIDE DR	COMPLETE ELECTRIC INC	07/19/202	01/28/202
PF22-0014	Fence	203 THIRD AVE	Mossy Oak Fence of Brevard LLC	07/27/202	01/23/202
PF22-0013	Fence	304 3RD AVE	Carrie's Fence of Palm Bay	07/22/202	01/18/202
PF22-0012	Fence	306 3RD AVE	Carrie's Fence of Palm Bay	07/22/202	01/18/202
PF22-0011	Fence	307 BANYAN WAY	Carrie's Fence of Palm Bay	07/13/202	01/09/202
PF22-0002	Fence	208 THIRD AVE	SECURE FENCE AND RAIL LLC	07/12/202	01/10/202
PE22-0013	Electrical	703 PINE ST	JAMES HECK	07/26/202	01/28/202
PE22-0012	Electrical	1201 ATLANTIC ST C	PETE GOINS	07/26/202	01/22/202
PE22-0011	Electrical	212 DOGWOOD AVE	SPACE COAST ELECTRICAL SERVICES LLC	07/25/202	01/28/202
PE22-0010	Electrical	318 BANYAN WAY	JAMES HECK	07/22/202	01/18/202
PE22-0009	Electrical	442 RIVER VW	Peter J Grandinetti	07/20/202	01/16/202
PE22-0008	Electrical	523 AVENUE B	DURKIN, BERNARD G	07/08/202	01/14/202
PE22-0007	Electrical	1101 ATLANTIC ST	Robert C Dipaolo	07/13/202	01/17/202
PE22-0006	Electrical	508 COLONY ST	MICHAELS LIGHTING & ELECTRIC INC	07/06/202	01/02/202
PE22-0005	Electrical	2006 ROSEWOOD DR	Harry J Pingston	07/05/202	01/01/202
PD22-0005	Demolition	527 SUNSET BLVD	MONARCH HOMES OF BREVARD LLC	07/05/202	01/01/202
PCD22-0027	Paver, Concrete, & Deck	217 BIRCH AVE	Brevard Outdoor Services	07/26/202	01/22/202
PCD22-0026	Paver, Concrete, & Deck	411 FOURTH AVE	SOBIESKI JOINT REVOCABLE TRUST	07/26/202	01/22/202
PCD22-0025	Paver, Concrete, & Deck	517 AVENUE A	DYER, ALFRED C	07/26/202	01/29/202
PCD22-0024	Paver, Concrete, & Deck	325 HIBISCUS TRL	Dave Nielsen LLC	07/21/202	01/17/202
PCD22-0021	Paver, Concrete, & Deck	404 POINSETTIA RD	ARMSTRONG, ANNETTE M	07/14/202	01/16/202
PCD22-0019	Paver, Concrete, & Deck	307 SUNSET BLVD	KNOWLTON, DOUGLAS J	07/06/202	01/02/202
PCD22-0016	Paver, Concrete, & Deck	412 RIVER VW	SUNSTATE TREE AND LANDSCAPING INC	07/19/202	01/15/202
PCD22-0014	Paver, Concrete, & Deck	609 SHANNON AVE	RYALS, JUSTIN W	07/13/202	01/09/202

Total Permits: 58

Public Works Activities

July 2022

Complete redo of PW office area remove replace flooring painted (original paint covered) very involved redo sanded floors down and epoxy painted for wear- consumed major amount of 2 weeks time

Mowed sunset swales

Installed large new shutoff valve for well in Ryckman Park

Removed abandon pallet from beach

Marked and removed sidewalk trip hazards – ongoing

Did complete ground cover in plant area north end Bicentennial Park

Cleaned and planted plants 2nd area north area plants Bicentennial Park

Installed archway in Bicentennial Park area

Mowed front of Post Office and Exxon Station

Removed graffiti beach crossover 1st ave.

Watered oak trees twice on Oak St.

Watered swale area of Sunset

Continue to identify and update irrigation Ryckman and along Ocean Ave.

Cleaned stormwater baffle boxes

Repaired potholes (Riverside)

Installed streetscape poles on Ocean Ave.

Repaired toliets

Replaced blinds old Town Hall

Shower maintenance parks

Moved dirt and makeover 3rd ave. crossover

Enforcement List

1/2

Enforcement #	Address	Category	Status	Origin	Filed	Closed
ECE22-0061	2203 ATLANTIC ST 721	Turtle Lighting Violations	Open - Complaint Received	Staff	06/25/22	
ECE22-0060	2105 ATLANTIC ST	Turtle Lighting Violations	Open - Complaint Received	Staff	06/25/22	
ECE22-0056	400 RIVER VIEW LN	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	06/23/22	
ECE22-0055	409 HIBISCUS TRL		Open - Complaint Received		06/24/22	
ECE22-0054	409 HIBISCUS TRL	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	06/23/22	
ECE22-0048	538 SUNSET BLVD	Trees and Landscaping	Open - Complaint Received	Staff	06/09/22	
ECE22-0041	409 THIRD AVE	Lawns - Overgrowth	Open - Court Magistrate		12/02/21	
ECE22-0038	401 ATLANTIC ST	Turtle Lighting Violations	Open - Complaint Received	Staff	05/26/22	
ECE22-0006	404 COLONY ST	Trailers, Boats, and Recreational Vehicles	Open - First Letter Sent		03/24/22	

Total # of Enforcements: 9

CASC'S STILL OPEN

Enforcement List

1/2

Enforcement #	Address	Category	Status	Origin	Filed	Closed
ECE22-0057	503 HIBISCUS TRL	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	06/23/22	06/26/22
ECE22-0053	516 AVENUE A	Lawns - Garbage & Trash	Closed - Complied	Staff	06/24/22	06/23/22
ECE22-0052	607 CITRUS CT	Trees and Landscaping	Closed - No Violations Found	Public - Phone	06/23/22	06/24/22
ECE22-0051	413 FOURTH AVE	Lawns - Garbage & Trash	Closed - Complied	Staff	06/14/22	06/14/22
ECE22-0050	605 HIBISCUS TRAIL	Lawns - Garbage & Trash	Closed - Complied	Staff	06/14/22	06/23/22
ECE22-0049	1301 PINE ST	Lawns - Garbage & Trash	Closed - Complied	Staff	06/14/22	06/14/22
ECE22-0046	387 RIVER VIEW LN	Lawns - Garbage & Trash	Closed - Complied	Staff	06/01/22	06/23/22
ECE22-0045	449 SANDY KY	Lawns - Garbage & Trash	Closed - Complied	Staff	06/02/22	06/09/22
ECE22-0044	604 MANGO DR	Lawns - Grass Clippings	Closed - Complied		06/02/22	06/02/22

Total # of Enforcements: 9

Cases open & Closed This month

Enforcement List

1/2

Enforcement #	Address	Category	Status	Origin	Filed	Closed
ECE22-0057	503 HIBISCUS TRL	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	06/23/22	06/26/22
ECE22-0053	516 AVENUE A	Lawns - Garbage & Trash	Closed - Complied	Staff	06/24/22	06/23/22
ECE22-0052	607 CITRUS CT	Trees and Landscaping	Closed - No Violations Found	Public - Phone	06/23/22	06/24/22
ECE22-0051	413 FOURTH AVE	Lawns - Garbage & Trash	Closed - Complied	Staff	06/14/22	06/14/22
ECE22-0050	605 HIBISCUS TRAIL	Lawns - Garbage & Trash	Closed - Complied	Staff	06/14/22	06/23/22
ECE22-0049	1301 PINE ST	Lawns - Garbage & Trash	Closed - Complied	Staff	06/14/22	06/14/22
ECE22-0047	210 4TH AVE	Lawns - Garbage & Trash	Closed - Complied	Staff	05/31/22	06/01/22
ECE22-0046	387 RIVER VIEW LN	Lawns - Garbage & Trash	Closed - Complied	Staff	06/01/22	06/23/22
ECE22-0045	449 SANDY KY	Lawns - Garbage & Trash	Closed - Complied	Staff	06/02/22	06/09/22
ECE22-0044	604 MANGO DR	Lawns - Grass Clippings	Closed - Complied		06/02/22	06/02/22
ECE22-0043	616 HIBISCUS TRL		Closed - Complied		05/31/22	06/24/22
ECE22-0040	1103 ATLANTIC ST	Turtle Lighting Violations	Closed - Complied	Staff	05/26/22	06/25/22
ECE22-0039	405 ATLANTIC ST	Turtle Lighting Violations	Closed - Complied	Staff	05/26/22	06/25/22
ECE22-0037	1805 ATLANTIC ST	Turtle Lighting Violations	Closed - Complied	Staff	05/26/22	06/25/22
ECE22-0036	415 OCEAN AVE	Lawns - Garbage & Trash	Closed - Complied	Staff	05/23/22	06/23/22
ECE22-0034	514 POINSETTIA RD	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	05/22/22	06/06/22
ECE22-0021	1805 ATLANTIC ST	Turtle Lighting Violations	Closed - Complied	Staff	05/04/22	06/25/22
ECE22-0020	2207 ATLANTIC ST	Turtle Lighting Violations	Closed - Complied	Staff	05/05/22	06/25/22
ECE22-0019	1903 ATLANTIC ST	Turtle Lighting Violations	Closed - Complied	Staff	05/04/22	06/25/22
ECE22-0013	510 BANYAN WAY	Short Term Rental Violations	Closed - Complied		04/28/22	06/09/22

Total # of Enforcements: 20

Cases Closed Last Month

Enforcement List

1/2

Enforcement #	Address	Category	Status	Origin	Filed	Closed
ECE22-0061	2203 ATLANTIC ST 721	Turtle Lighting Violations	Open - Complaint Received	Staff	06/25/22	
ECE22-0060	2105 ATLANTIC ST	Turtle Lighting Violations	Open - Complaint Received	Staff	06/25/22	
ECE22-0059	223 SIXTH AVE	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	06/27/22	07/03/22
ECE22-0058	300 AVENUE A	Trees and Landscaping	Closed - Complied	Staff	06/27/22	07/03/22
ECE22-0057	503 HIBISCUS TRL	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	06/23/22	06/26/22
ECE22-0056	400 RIVER VIEW LN	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	06/23/22	
ECE22-0055	409 HIBISCUS TRL		Open - Complaint Received		06/24/22	
ECE22-0054	409 HIBISCUS TRL	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	06/23/22	
ECE22-0053	516 AVENUE A	Lawns - Garbage & Trash	Closed - Complied	Staff	06/24/22	06/23/22
ECE22-0052	607 CITRUS CT	Trees and Landscaping	Closed - No Violations Found	Public - Phone	06/23/22	06/24/22
ECE22-0051	413 FOURTH AVE	Lawns - Garbage & Trash	Closed - Complied	Staff	06/14/22	06/14/22
ECE22-0050	605 HIBISCUS TRAIL	Lawns - Garbage & Trash	Closed - Complied	Staff	06/14/22	06/23/22
ECE22-0049	1301 PINE ST	Lawns - Garbage & Trash	Closed - Complied	Staff	06/14/22	06/14/22
ECE22-0048	538 SUNSET BLVD	Trees and Landscaping	Open - Complaint Received	Staff	06/09/22	
ECE22-0046	387 RIVER VIEW LN	Lawns - Garbage & Trash	Closed - Complied	Staff	06/01/22	06/23/22
ECE22-0045	449 SANDY KY	Lawns - Garbage & Trash	Closed - Complied	Staff	06/02/22	06/09/22
ECE22-0044	604 MANGO DR	Lawns - Grass Clippings	Closed - Complied		06/02/22	06/02/22

Total # of Enforcements: 17

CASES opened last month



Melbourne Beach Police Department

Monthly Report

July 2022



Operations:

In July 2022, The Department responded to 1181 calls for service and 276 house checks.

Activity:

- 1 Arrest
- 1 Traffic
- 20 Citations
- 88 Traffic Stops
- 92 Traffic Enforcement
- 1 Traffic Complaint
- 21 Parking Citations

Our radar trailers are operational and are being used throughout the Town.

PD News

- SRO Kevin Bradley attended School Resource Officer training, receiving instruction in juvenile law, ways to communicate with students, and class instruction techniques. In addition, law-related education, ethics, emergency management, and topics such as computers and the Internet.
- Cpl. Martin and SRO Bradley had successfully coordinated a family fun Kickball game with Indialantic PD at Flutie Field. Everyone had a great time. They also read to local children at the Library.
- Our agency investigated a traffic homicide on Oak Street and Avenue B.
- A Risk Protection Order was served, and charges were filed with the SAO regarding a Domestic Disturbance that occurred in the 700 Blk of N. Atlantic.

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



	July	June	MAY	APR	MAR	FEB	JAN						YTD
Total Calls for Service	1457	1160	1356	1049	957	937	940						7856
Total Felonies	8	3	0	10	8	5	5						39
Total Misdemeanors	4	3	6	16	13	3	7						52
Total Capias Requests	1	0	1	3	2	2	1						10
Total Traffic Arrests	1	1	1	1	3	0	0						7
Total Other Arrests	0	0	0	7	5	2	4						18
911 Investigation	23	17	21	19	23	17	14						134
Alarm Business	2	2	3	3	18	1	4						33
Alarm Residence	6	5	7	2	1	3	0						24
Aggravated Assault	0	1	0	0	0	0	1						2
Animal Complaint	4	8	6	1	5	7	10						41
AOA Fire	2	7	1	2	1	3	0						16
AOA LEO	9	14	9	20	27	19	22						120
Assist Citizen	11	11	12	6	11	9	5						65
Assist DCF	5	0	0	1	1	1	0						8
Assist Motorist	1	4	2	1	2	1	0						11
Attempt To Contact	7	0	3	5	1	3	5						24
Baker Act	1	1	0	1	1	1	1						6
Battery	0	0	2	1	2	2	0						7
Burglary - Residential	0	1	0	0	2	0	0						3
Burglary - Vehicle	8	1	0	2	1	0	1						13
Civil Matter	0	3	2	2	1	2	2						12
Crash	4	10	4	6	7	8	2						41
Criminal Mischief	0	1	2	2	1	2	0						8
Deceased Person	0	2	0	1	0	0	0						3
Disturbance	2	4	7	0	2	2	0						17
Disturbance Domestic	1	2	2	1	3	2	1						12
Disturbance Domestic Battery	0	0	0	2	1	0	1						4
Disturbance Noise	2	3	3	3	3	0	1						15
Fraud/Forgery	1	0	0	1	2	1	0						5
House Checks	276	153	52	71	41	66	92						751
Illegal Parking	23	48	68	41	47	68	39						334
Indecent/Lewd Act	0	1	0	0	0	0	0						1
Information	21	10	9	23	7	15	8						93
Injured/Ill Person	14	21	28	10	24	18	17						132



Melbourne Beach Police Department



	July	June	MAY	APR	MAR	FEB	JAN						YTD
Intoxicated Driver	0	1	0	1	0	0	1						3
Intoxicated Person	1	0	0	1	0	0	1						3
Investigation	17	0	0	4	2	1	2						26
Missing Person	1	0	0	0	0	0	0						1
Narcotics	1	0	0	1	0	1	0						3
Open Door	13	4	5	4	1	5	5						37
Overdose	1	1	0	0	0	0	0						2
Parking Citations	21	73	67	50	71	79	50						411
Patrol Area	80	79	103	71	65	86	80						564
Patrol Area Business	219	253	216	311	179	170	169						1517
Patrol Area Residential	711	411	487	326	244	226	320						2725
Patrol Area School	5	4	31	43	43	44	38						208
Property Confiscated	1	1	0	1	4	1	0						8
Property Found	2	0	4	4	3	3	0						16
Property Lost	2	2	1	0	0	1	0						6
Reckless Driving	6	7	5	4	5	6	6						39
Retail Theft	1	0	1	0	0	0	0						2
Shooting in the Area	1	2	0	0	0	0	1						4
Soliciting	0	0	0	0	0	1	0						1
Special Detail	0	1	1	0	1	0	1						4
Special Response ATV	0	0	0	0	1	0	0						1
Special Response Drone	1	0	2	0	0	0	0						3
Standby-Keep the Peace	1	0	0	2	1	0	1						5
Suspicious Incident	12	6	15	7	8	8	7						63
Suspicious Person	7	10	11	12	16	9	3						68
Suspicious Vehicle	34	18	19	8	19	19	13						130
Theft	3	1	2	2	2	0	1						11
Traffic Citations	20	21	24	43	28	28	25						189
Traffic Complaint	1	1	6	1	4	1	2						16
Traffic Enforcement	92	110	105	89	92	105	83						676
Traffic Stop	88	70	95	103	97	110	102						665
Traffic Obstruction	0	0	2	0	1	0	0						3
Trespass	2	1	3	2	3	1	0						12



Melbourne Beach Police Department



	July	June	MAY	APR	MAR	FEB	JAN						YTD
Vehicle Inspection	1	0	1	1	3	3	2						11
Vehicle Repo/Tow	0	0	0	0	1	0	0						1
Wanted Person	1	0	0	0	1	0	0						2

Vehicle Mileage	July	June	MAY	APR	MAR	FEB	JAN						YTD
Car 360	1032	881	910	957	590	511	379						5260
Car 361	1273	1141	798	709	491	774	872						6058
Car 363	917	1381	648	1195	1088	1047	885						7161
Car 364	157	7	80	107	77	94	86						608
Car 366	756	471	813	678	838	908	978						5442
Car 367	907	907	1206	973	821	901	1354						7069
ATV 1	0	0	23	11	21	0	0						55
ATV 2	0	7	0	0	0	0	8						15



MELBOURNE BEACH POLICE DEPARTMENT
Jason Hinchman
Sergeant

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



Monthly Report July 2022

- 07/01- Vehicle burglary in the 400 block of Second Avenue. Unknown items were taken out of the vehicle. This case is still open for further investigation.
- 07/01 – Motor vehicle theft in the 200 block of Second Avenue. The vehicle was recovered later the same day. This case is closed with a Decline to prosecute.
- 07/01 – Vehicle burglary in the 400 block of Poinsettia Road. Several items were taken from the vehicle. This case is still open for further investigation.
- 07/01 - Vehicle burglary in the 500 block of Avenue B. Unknown items were taken out of the vehicle. This case is still open for further investigation.
- 07/01 – Grand theft of a bicycle in the 1500 block of Pine Street. A decline to prosecute was signed. Case closed.
- 07/01 – Stolen tag in the 400 block Avenue A. The tag was recovered out of state. Case closed.
- 07/07- Traffic arrest at Oak Street and Sunset Blvd. The female driver was stopped for no taillights. Female was issued two citations with a court date for no taillights and no driver's license ever issued.
- 07/09- Domestic disturbance in the 700 block of Atlantic Street between husband and wife, parties were separated. A capias was filed on the husband and sent to State Attorney's Office.
- 07/14- Property confiscated in the 700 block of Atlantic Street. Officers seized items from a male homeowner due to a civil issue.
- 07/23- Traffic crash at Atlantic Street and Fifth Avenue (4) vehicles involved. (2) Vehicles had major damage causing vehicles to be towed. (2) Vehicles had minor damage. No injuries were reported on scene.
- 07/23- Property confiscated in the 100 block of Ocean Avenue. A subject had a small amount marijuana and drug paraphernalia confiscated from them and placed in evidence for destruction.

- 07/30- Trespass warning issued in the 300 block of Ocean Avenue. The male subject was in a local business, causing a disturbance. Employee wished to have him trespassed.



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



Sgt. Sadler Monthly Report July 2022

7/2- Vehicle burglary and petit theft in the 700 block of Pine Street. Stolen items were recovered, case pending investigation.

7/2- Retail theft in the 900 block of Oak Street. Victim declined prosecution.

7/3- Assisted the Brevard County Sheriff's Office with a search of a missing juvenile in the 2500 block of Highway A1A. Juvenile was located and returned to her family.

7/3- Baker Act in the 400 block of Ocean Avenue. Male was transported to Circles of Care.

7/4- Death Investigation in the area of Avenue B and Atlantic Street. A white male was found unresponsive in the water. The Brevard County Sheriff's Office took over the investigation as it occurred in the ocean.

7/5- Female was issued a Trespass Warning in the 900 block of Oak Street.

7/5- Traffic Homicide Investigation in the area of Oak Street and Avenue B. Four vehicles were involved with roadblocks. Charges were filed for negligence and failure to use due care.

7/5- Theft and fraudulent use of a credit card in the 100 block of Ocean Avenue. Case pending investigation.

7/12- Narcotics found by a resident in the 800 block of Pine Street. Narcotics were seized for destruction.

7/19- Well-being check on an elderly female in the 400 block of South Palm Avenue. Allegations of abuse were made and DCF was notified. Case pending investigation.

7/20- Traffic crash in the 300 block of Ocean Avenue. No injuries or major damage.

7/27- Grand Theft of jewelry in the 300 block of Fourth Avenue. Case pending investigation.

7/29- A traffic stop was conducted on a vehicle in the area of Riverside Drive and Avenue A for

failing to stop at a stop sign. 8.5 grams of suspected marijuana and various paraphernalia was seized for destruction.

7/29- A traffic stop was conducted on a vehicle in the area of Oak Street and Colony Street for broken tail lights. A brown cigarette containing suspected marijuana was seized for destruction.



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

FIRE DEPARTMENT MONTHLY REPORT

July 2022

Incident Response

For the month of July 2022, the Melbourne Beach Volunteer Fire Department responded to 15 calls for service. The average number of responding volunteer personnel per paged out call for the month was 11.

Breakdown:

- 6 Fire/Rescue 911 Calls (paged out)
- 1 First Responder EMS Incidents
- 3 Public Service Incidents (2 animal rescue & 1 lockout)
- 1 Special Event Standby (4th of July EMS coverage)
- 4 Special Incidents (Fire Inspections)

Notable Incidents

- 07/04/2022 – Single victim drowning accident at beach. 1 Pt. transported to local hospital by BCFR in critical condition.
- 07/05/2022 – Vehicle vs. motorcycle accident in 800 Blk of Oak Street. 1 Pt. transported to local hospital by BCFR in critical condition.
- 07/09/2022 & 07/11/2022 – Animal Rescue in 1100 Blk of Pine Street. Osprey on power pole caught in fishing line.

Department Membership

- Certified Firefighters: 24
- Support Services Personnel: 3
- Administrative Personnel: 1
- Probationary Personnel: 4

Notable Events

The Fire Department conducted multiple multi-agency training exercises at a donated structure on Sunset Blvd. in Melbourne Beach. These training exercises allow for realistic firefighter training and provide a great opportunity to practice in a real structure as well as to train with other surrounding fire departments in the area. Huge thanks to the Magee Family for allowing us to practice in their structure before it was demolished.



Chief Brown, along with Melbourne Beach Firefighter Kantlehner and Palm Bay Firefighter Childs (all Eagle Scouts), taught the Emergency Preparedness Merit Badge to a local group of Boy Scouts. The course was held over 4 weeks and concluded on July 11th. Included in the course was a field trip to the Brevard EOC, making a home emergency response kit/plan, and a full scale missing persons / first aid scenario in Ryckman Park.



The Volunteer Firefighters Association held its annual 4th of July celebration in the Park. The event was well attended and positive feedback was received by the community.



The Fire Department participated in a multi-agency active shooter response training hosted by the Indialantic Police Department & Hoover Middle School. Chief Brown, a TECC provider and ASHE Tactical Medical instructor, taught the tactical medical portion of the training event. The multi-agency exercise was a great opportunity to practice coordinated response between law enforcement and fire rescue agencies. In attendance were representatives from the Melbourne Beach PD, Indialantic PD, Brevard County Sheriff's Office, Melbourne Beach FD, and Indialantic FD.



Chief Brown & Deputy Chief Miller attended the Space Coast Fire Chiefs Association quarterly meeting at Eastern Florida State College in Palm Bay. Chief Brown also attended the Brevard County Emergency Management P25 Radio User meeting.

The Fire Department attended a training event, hosted by the Indialantic Fire Department, to learn about the new battery operated vehicle extrication tools (including the Jaws of Life) recently awarded to both agencies as part of the FireHouse Subs Public Safety Foundation Grant Program. Having similar tools and equipment allows for better multi-agency response and interoperability between agencies. Huge thank you to MES for teaching the training and to FireHouse Subs Public Safety Foundation for providing these lifesaving tools to both Departments.



Grant Updates

The Fire Department is investigating a new grant opportunity through the Leary Firefighters Foundation.

The Fire Department completed and submitted the FY21 FEMA Assistance to Firefighters Grant back 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).

Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 8/10/2022 12:07:52 PM



Incident Address and Type for Date Range (Landscape)

Incident Status(s): All Incident Statuses | Start Date: 07/01/2022 | End Date: 07/31/2022

INCIDENT #	DATE	LOCATION TYPE	ADDRESS	INCIDENT TYPE	ALARM	CLEARED SCENE
2022-110	07/04/2022		100 Avenue B , Melbourne Beach, FL, 32951	EMS call, excluding vehicle accident with injury	07/04/2022 09:40	07/04/2022 09:52
2022-111	07/04/2022		519 Ocean Avenue , Melbourne Beach, FL, 32951	Cover assignment, standby, moveup	07/04/2022 15:24	07/04/2022 23:36
2022-112	07/05/2022	Intersection	Oak ST / Avenue B, Melbourne Beach, FL, 32951	Motor vehicle accident with injuries	07/05/2022 21:04	07/06/2022 00:53
2022-113	07/06/2022		510 Banyan WAY , Melbourne Beach, FL, 32951	Special type of incident, other	07/06/2022 13:07	07/06/2022 13:19
2022-114	07/09/2022	Intersection	Pine ST / 1st Ave, Melbourne Beach, FL, 32951	Animal rescue	07/09/2022 10:30	07/09/2022 11:41
2022-115	07/10/2022		1321 S Miramar AVE , Indialantic, FL, 32903	Smoke detector activation, no fire - unintentional	07/10/2022 07:08	07/10/2022 07:20
2022-116	07/11/2022		200 Ocean AVE , Melbourne Beach, FL, 32951	Public service	07/11/2022 11:22	07/11/2022 11:41
2022-117	07/13/2022	Intersection	Pine ST / 1st Ave, Melbourne Beach, FL, 32951	Animal rescue	07/13/2022 10:16	07/13/2022 11:29
2022-118	07/13/2022		510 Banyan WAY , Melbourne Beach, FL, 32951	Special type of incident, other	07/13/2022 13:01	07/13/2022 13:10
2022-119	07/14/2022		404 Banyan WAY , Melbourne Beach, FL, 32951	Arcing, shorted electrical equipment	07/14/2022 06:23	07/14/2022 06:53
2022-120	07/15/2022		302 Ocean AVE , Melbourne Beach, FL, 32951	Special type of incident, other	07/15/2022 11:13	07/15/2022 12:29
2022-121	07/18/2022		2207 Atlantic ST , Melbourne Beach, FL, 32951	Removal of victim(s) from stalled elevator	07/18/2022 20:44	07/18/2022 21:17
2022-122	07/22/2022		507 Ocean AVE , Melbourne Beach, FL, 32951	Cover assignment, standby, moveup	07/22/2022 10:49	07/22/2022 11:02
2022-123	07/26/2022		519 Ocean AVE , Melbourne Beach, FL, 32951	EMS call, excluding vehicle accident with injury	07/26/2022 11:46	07/26/2022 11:58
2022-124	07/27/2022		218 5th AVE , Melbourne Beach, FL, 32951	Special type of incident, other	07/27/2022 13:19	07/27/2022 14:04

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



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Melbourne Beach VFD

Melbourne Beach, FL

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Personnel Count per Incident for Date Range

Start Date: 07/01/2022 | End Date: 07/31/2022

INCIDENT				NUMBER OF PEOPLE		
NUMBER	DATE	INCIDENT TYPE	FDID	ON APPARATUS	NOT ON APPARATUS	TOTAL
** 2022-110	7/4/2022 09:40:27	321 - EMS call, excluding vehicle accident with injury	19112	3	9	12
2022-111	7/4/2022 15:24:37	571 - Cover assignment, standby, moveup	19112	3	12	15
** 2022-112	7/5/2022 21:04:44	322 - Motor vehicle accident with injuries	19112	16	0	16
2022-113	7/6/2022 13:07:54	900 - Special type of incident, other	19112	1	0	1
2022-114	7/9/2022 10:30:21	542 - Animal rescue	19112	1	0	1
** 2022-115	7/10/2022 07:08:26	743 - Smoke detector activation, no fire - unintentional	19112	2	8	10
2022-116	7/11/2022 11:22:34	553 - Public service	19112	1	0	1
2022-117	7/13/2022 10:16:19	542 - Animal rescue	19112	2	0	2
2022-118	7/13/2022 13:01:24	900 - Special type of incident, other	19112	2	0	2
** 2022-119	7/14/2022 06:23:37	445 - Arcing, shorted electrical equipment	19112	4	3	7
2022-120	7/15/2022 11:13:21	900 - Special type of incident, other	19112	2	0	2
** 2022-121	7/18/2022 20:44:28	353 - Removal of victim(s) from stalled elevator	19112	4	4	8
** 2022-122	7/22/2022 10:49:13	571 - Cover assignment, standby, moveup	19112	2	11	13
2022-123	7/26/2022 11:46:50	321 - EMS call, excluding vehicle accident with injury	19112	2	0	2
2022-124	7/27/2022 13:19:38	900 - Special type of incident, other	19112	1	0	1

TOTAL # OF INCIDENTS: 15

AVERAGES:

3.1

3.1

6.2

Total # of incidents
paged out for volunteer
emergency response: 6

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

5.2

5.8

11.0

Only REVIEWED incidents included

Note: 900 series "Special Incidents" include fire inspections performed.



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Memo

To: Mayor, Vice Mayor and Commissioners
From: Jennifer Kerr, Finance Manager
Date: August 11, 2022
Re: July 2022

We are in the tenth month of our fiscal year 2022. The target expenditure rate for June is 83.33%. 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. Items highlighted in yellow are being monitored, and 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 84.49%. The Departmental expenditure rate breakdown is as follows:

Legislative:	71.66%
Executive:	63.83%
Finance:	95.39%
Legal:	89.54%
Comp & Plan:	50.16%
General Services:	78.45%
Law Enforcement:	75.32%
Fire:	65.27%
Code:	78.35%
Public Works:	78.18%
Parks:	79.81%

Discussion Items:

Due to inflation all departments have experienced a rise in the cost of operations. The larger increases we have seen have been in utilities, fuel, maintenance costs, and office supplies. Despite this, all departments are doing a good job of staying within their overall budgets.

Public Works has seen a rise in cost for maintenance supplies and to maintain the Town Buildings and Grounds. These line items are over expended but the overall Public Works budget is within the budget limits.

Ocean Park has also seen an increase in maintenance cost and utilities.

The Town received \$25,365.53 in Parking Revenue for July. The breakdown is as follows:

Ocean Park: \$15,481.47

Ryckman Park: \$ 9,884.06

Andrew Phan's, Maintenance Tech I with Public Works, last day of employment was August 5, 2022. He left to start a new job working in auto mechanics, which he went to school for.

We welcome our new Police Officer, Madison Ontiveros, who started work on Monday, August 8, 2022.

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH
Balance As Of 07/31/2022

Fund: 001 GENERAL FUND

Account Category: Revenues	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
001-00-311.00.00	AD VALOREM TAXES	2,188,884.00	2,188,884.00	0.00	3,113.82 99.86
001-00-312.41.00	LOCAL OPTION COUNTY GAS TAX	66,200.00	66,200.00	0.00	(9,656.55) 114.59
001-00-314.10.00	UTILITY SERVICES TAX FPL	269,000.00	269,000.00	0.00	79,266.64 70.53
001-00-314.30.00	UTILITY SERVICES TAX WATER	58,000.00	58,000.00	0.00	14,077.36 75.73
001-00-314.40.00	UTILITY SERVICES TAX GAS	0.00	0.00	0.00	(153.16) 100.00
001-00-314.40.10	UTILITY GAS TAX AMERIGAS	8,000.00	8,000.00	0.00	1,196.34 85.05
001-00-314.40.20	UTILITY GAS TAX SUBURBAN	1,100.00	1,100.00	0.00	249.28 77.34
001-00-314.40.30	UTILITY GAS TAX FERRELL	2,100.00	2,100.00	0.00	(716.10) 134.10
001-00-314.40.40	UTILITY GAS TAX SAM'S GAS	0.00	0.00	0.00	(168.18) 100.00
001-00-315.00.00	COMMUNICATIONS SERVICE TAX	130,000.00	130,000.00	0.00	50,706.94 60.99
001-00-316.00.00	OCCP. LIC	6,300.00	6,300.00	0.00	(5,295.01) 184.05
001-00-323.10.00	FRANCHISE FEES FPL	192,000.00	192,000.00	0.00	83,567.87 56.48
001-00-323.70.00	FRANCHISE FEES SOLID WASTE	39,000.00	39,000.00	0.00	5,791.96 85.15
001-00-323.70.10	SOLID WASTE COMMERCIAL	12,000.00	12,000.00	0.00	310.60 97.41
001-00-329.14.00	INTEREST AND DIVIDENDS	0.00	0.00	0.00	(32.30) 100.00
001-00-329.20.00	BONFIRE PERMIT	0.00	0.00	0.00	(300.00) 100.00
001-00-334.20.10	CARES ACT PD	0.00	0.00	0.00	(36,681.90) 100.00
001-00-334.40.00	FMIT SAFETY GRANT	5,000.00	5,000.00	0.00	(2,337.00) 146.74
001-00-335.12.00	STATE REVENUE SHARING PROCEEDS	55,000.00	55,000.00	0.00	(10,513.29) 119.12
001-00-335.15.00	ALCOHOLIC BEVERAGE LICENSES	4,100.00	4,100.00	0.00	126.80 96.91
001-00-335.18.00	HALF CENT SALES TAX LOCAL GOV	184,000.00	184,000.00	0.00	51,333.10 72.10
001-00-342.20.00	SAFETY INSPECT FEE VAC RENTAL	850.00	850.00	0.00	255.00 70.00
001-00-342.20.10	SAFETY RENEWAL-VAC RENTALS	850.00	850.00	0.00	750.00 11.76
001-00-345.10.00	VAC RENTAL APP FEE-INITIAL	5,000.00	5,000.00	0.00	905.00 81.90
001-00-345.10.10	VAC RENEWAL FEE - RENTALS	5,000.00	5,000.00	0.00	2,150.00 57.00
001-00-361.10.00	INTEREST ON INVESTMENTS	1,275.00	1,275.00	0.00	(1,760.59) 238.09
001-00-366.21.00	DONATIONS	100.00	100.00	0.00	100.00 0.00
001-00-369.00.00	MISCELLANEOUS REVENUE	500.00	500.00	0.00	(2,165.52) 533.10
001-00-369.00.49	INSURANCE RECOVERY	0.00	0.00	0.00	(317.64) 100.00
					93.08

	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
Department: 13 FINANCE					
001-13-369.00.00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	(105.00) 100.00
					100.00

	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA	AVAILABLE	% USED
Department: 21 LAW ENFORCEMENT						
001-21-312.52.00	INSURANCE PREMIUM TAX	40,536.00	40,536.00	0.00	40,536.00	0.00
001-21-337.20.00	SCHOOL RESOURCE OFFICER	57,000.00	57,000.00	0.00	10,500.00	81.58
001-21-337.25.01	STATE LE COMPUTER GRANT	1,000.00	1,000.00	0.00	1,000.00	0.00
001-21-347.90.01	SPECIAL EVENTS	1,500.00	1,500.00	0.00	1,500.00	0.00
001-21-351.00.00	FINES - LAW ENFORCEMENT	8,000.00	8,000.00	0.00	1,370.53	82.87
001-21-351.13.00	PARKING TICKETS	8,000.00	8,000.00	0.00	5,550.00	30.63
001-21-351.13.10	ACCIDENT REPORT	100.00	100.00	0.00	(12.50)	112.50
001-21-369.00.00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	(52.00)	100.00
						48.00

	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
Department: 22 FIRE CONTROL					
001-22-322.30.00	FIRE PROTECTIVE SERVICES	4,500.00	4,500.00	0.00	(130.00) 102.89
001-22-369.00.00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	(600.00) 100.00
					116.22

DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
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Department: 29 CODE ENFORCEMENT

001-29-359.00.00	OTHER FINES AND FORFEITURES	1,000.00	1,000.00	0.00	675.00	32.50
						32.50

DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
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Department: 41 PUBLIC WORKS

001-41-369.00.00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	(500.00)	100.00
						100.00

DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
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Department: 72 PARKS & RECREATION

001-72-347.41.00	FOUNDER'S DAY	8,000.00	8,000.00	0.00	1,830.00	77.13
001-72-347.50.00	FACILITY RENTALS	13,000.00	13,000.00	0.00	13,000.00	0.00
001-72-366.47.03	COMMUNITY CENTER DONATIONS	0.00	0.00	0.00	(150.00)	100.00
						30.10

DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
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Department: 75 TOWN PARKS

001-75-342.10.00	PARKING TICKET REVENUE	3,000.00	3,000.00	0.00	(3,550.00)	218.33
001-75-344.50.00	PARKING METER REVENUE	37,008.00	37,008.00	0.00	(34,215.06)	192.45
001-75-344.50.10	PARK PASS REVENUE	0.00	0.00	0.00	(2,050.00)	100.00
001-75-347.50.00	FACILITY RENTALS	0.00	0.00	0.00	(4,594.80)	100.00
						211.00

TOTAL REVENUE RATE:

92.57

Account Category: Expenditures

DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
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Department: 00

001-00-581.00.00	TRANSFER OUT	0.00	0.00	0.00	(293,351.00)	100.00
						100.00

DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
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Department: 11 LEGISLATIVE

001-11-500.11.00	EXECUTIVE SALARIES	16,200.00	16,200.00	0.00	2,698.10	83.35
001-11-500.12.00	REGULAR SALARIES	60,705.00	60,705.00	0.00	10,359.67	82.93
001-11-500.21.00	FICA TAXES - EMPLOYER PORTION	4,644.00	4,644.00	0.00	(170.89)	103.68
001-11-500.22.20	RETIREMENT TOWN EMPLOYEES	6,568.00	6,568.00	0.00	1,184.79	81.96
001-11-500.23.01	HEALTH INSURANCE	8,568.00	8,568.00	0.00	2,355.12	72.51
001-11-500.23.02	LIFE INSURANCE	70.00	70.00	0.00	13.70	80.43
001-11-500.25.00	UNEMPLOYMENT COMPENSATION	194.00	194.00	0.00	103.84	46.47
001-11-510.31.00	PROFESSIONAL SERVICES	250.00	250.00	0.00	113.50	54.60
001-11-510.40.00	TRAVEL & MEETINGS	3,640.00	3,640.00	0.00	1,909.50	47.54
001-11-510.40.10	TRAVEL & MEETINGS - STAFF	2,788.00	2,788.00	0.00	1,333.93	52.15
001-11-510.47.00	PRINTING	5,015.00	5,015.00	0.00	3,350.16	33.20
001-11-510.47.20	PUBLIC RECORDS PRINTING	0.00	0.00	0.00	(42.55)	100.00
001-11-510.48.00	PROMOTIONAL ACTIVITIES	600.00	600.00	0.00	38.25	93.63
001-11-510.48.40	LEGAL NOTICES	10,000.00	10,000.00	0.00	6,373.49	36.27
001-11-510.49.50	ELECTION EXPENSE	2,500.00	2,500.00	0.00	2,500.00	0.00
001-11-510.54.00	DUES & SUBSCRIPTIONS	875.00	875.00	0.00	152.50	82.57
001-11-510.54.10	TRAINING & SCHOOLS	4,410.00	4,410.00	0.00	4,110.00	6.80
001-11-510.64.00	MACHINERY & EQUIPMENT	2,000.00	2,000.00	0.00	1,894.01	5.30
001-11-543.00.00	LICENSES & FEES	7,421.00	7,421.00	0.00	395.44	94.67
						71.66

DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
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Department: 12 EXECUTIVE

001-12-500.12.00	REGULAR SALARIES	121,960.00	121,960.00	0.00	40,468.52	66.82
001-12-500.21.00	FICA TAXES - EMPLOYER PORTION	9,330.00	9,330.00	0.00	2,284.37	75.52
001-12-500.22.01	RETIREMENT - ICMA	10,820.00	10,820.00	0.00	2,068.62	80.88
001-12-500.22.20	RETIREMENT TOWN EMPLOYEES	2,376.00	2,376.00	0.00	2,376.00	0.00
001-12-500.23.01	HEALTH INSURANCE	25,697.00	25,697.00	0.00	14,639.58	43.03
001-12-500.23.02	LIFE INSURANCE	735.00	735.00	0.00	110.75	84.93
001-12-500.25.00	UNEMPLOYMENT COMPENSATION	390.00	390.00	0.00	245.29	37.11
001-12-510.40.00	TRAVEL & MEETINGS	1,320.00	1,320.00	0.00	401.86	69.56

001-12-510.52.50	GAS & OIL	2,400.00	2,400.00	0.00	400.00	83.33
001-12-510.54.00	DUES & SUBSCRIPTIONS	895.00	895.00	0.00	349.00	61.01
001-12-510.54.10	TRAINING & SCHOOLS	450.00	450.00	0.00	450.00	0.00
						63.83

	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
Department: 13 FINANCE					
001-13-500.12.00	REGULAR SALARIES	61,234.00	61,234.00	0.00	2,872.86 95.31
001-13-500.21.00	FICA TAXES - EMPLOYER PORTION	4,684.00	4,684.00	0.00	389.26 91.69
001-13-500.22.20	RETIREMENT TOWN EMPLOYEES	6,626.00	6,626.00	0.00	333.26 94.97
001-13-500.23.01	HEALTH INSURANCE	7,835.00	7,835.00	0.00	(390.31) 104.98
001-13-500.23.02	LIFE INSURANCE	70.00	70.00	0.00	(8.82) 112.60
001-13-500.25.00	UNEMPLOYMENT COMPENSATION	196.00	196.00	0.00	85.44 56.41
001-13-510.31.00	PROFESSIONAL SERVICES	7,000.00	7,000.00	0.00	1,366.47 80.48
001-13-510.32.00	AUDITING SERVICES	23,000.00	23,000.00	0.00	(50.00) 100.22
001-13-510.32.90	BANKING FEES	4,700.00	4,700.00	0.00	(545.56) 111.61
001-13-510.32.95	IPS BANKING FEE	3,708.00	3,708.00	0.00	223.14 93.98
001-13-510.40.00	TRAVEL & MEETINGS	2,100.00	2,100.00	0.00	1,957.24 6.80
001-13-510.41.15	IPS COMMUNICATION FEE	660.00	660.00	0.00	(1,113.45) 268.70
001-13-510.47.00	PRINTING	180.00	180.00	0.00	49.02 72.77
001-13-510.54.00	DUES & SUBSCRIPTIONS	60.00	60.00	0.00	10.00 83.33
001-13-510.54.10	TRAINING & SCHOOLS	800.00	800.00	0.00	345.00 56.88
001-13-764.10.00	Filing Fee Clerk-Parking Ticke	150.00	150.00	0.00	150.00 0.00
					95.39

	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
Department: 14 LEGAL COUNSEL					
001-14-510.31.00	PROFESSIONAL SERVICES	96,000.00	96,000.00	0.00	12,087.20 87.41
001-14-510.31.01	CODE ENFORCEMENT ATTORNEY	2,250.00	2,250.00	0.00	(1,809.49) 180.42
					89.54

	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
Department: 15 COMPREHENSIVE PL					
001-15-510.31.00	PROFESSIONAL SERVICES	20,000.00	20,000.00	0.00	9,968.75
					50.16

	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
Department: 19 GENERAL SERVICES					
001-19-500.24.00	WORKERS COMPENSATION	2,520.00	2,520.00	0.00	(2,434.00) 196.59
001-19-510.31.00	PROFESSIONAL SERVICES	4,020.00	4,020.00	0.00	920.00 77.11
001-19-510.31.11	SECURITY	2,300.00	2,300.00	0.00	2,300.00 0.00
001-19-510.34.10	JANITORIAL SERVICES	15,108.00	15,108.00	0.00	2,518.00 83.33
001-19-510.35.00	PRE-EMPLOYMENT EXP	135.00	135.00	0.00	(287.99) 313.33
001-19-510.41.00	TELEPHONE	10,992.00	10,992.00	0.00	(1,898.25) 117.27
001-19-510.41.10	COMMUNICATION SERVICES	43,608.00	43,608.00	0.00	2,558.13 94.13
001-19-510.43.00	STREET LIGHTS	46,000.00	46,000.00	0.00	11,064.41 75.95
001-19-510.43.10	ELECTRICITY	28,704.00	28,704.00	0.00	8,010.11 72.09
001-19-510.43.20	WATER & SEWER	1,560.00	1,560.00	0.00	(1,406.19) 205.90
001-19-510.43.50	WASTE TAX SERVICE	2,807.00	2,807.00	0.00	621.25 77.87
001-19-510.45.00	GENERAL LIABILITY INSURANCE	68,412.00	68,412.00	0.00	(4,528.00) 106.62
001-19-510.45.01	FLOOD INSURANCE	3,751.00	3,751.00	0.00	(678.00) 118.08
001-19-510.45.02	PROPERTY INSURANCE	50,920.00	50,920.00	0.00	(8,047.00) 115.80
001-19-510.45.03	AUTO INSURANCE	7,788.00	7,788.00	0.00	262.00 96.64
001-19-510.46.10	OFFICE EQUIPMENT MAINTENANCE	4,232.00	4,232.00	0.00	688.87 83.72
001-19-510.46.15	EQUIPMENT MAINTENANCE	14,500.00	14,500.00	0.00	(7,311.50) 150.42
001-19-510.46.36	PEST CONTROL	3,000.00	3,000.00	0.00	644.20 78.53
001-19-510.46.41	MOWING CONTRACT	22,410.00	22,410.00	0.00	3,730.94 83.35
001-19-510.47.00	PRINTING	600.00	600.00	0.00	118.37 80.27
001-19-510.49.48	ENV. BOARDS EXPENSE	3,420.00	3,420.00	0.00	(1,329.65) 138.88
001-19-510.49.90	ADOPT AN AREA	0.00	0.00	0.00	(503.47) 100.00
001-19-510.49.98	CONTINGENCY	30,000.00	9,756.97	4,049.38	5,707.59 0.00
001-19-510.49.99	MISCELLANEOUS	300.00	300.00	0.00	(410.38) 236.79
001-19-510.51.00	OFFICE SUPPLIES	9,000.00	9,000.00	0.00	(2,737.72) 130.42
001-19-510.51.10	POSTAGE	1,200.00	1,200.00	0.00	285.23 76.23
001-19-510.52.10	JANITORIAL SUPPLIES	3,000.00	3,000.00	0.00	285.07 90.50

001-19-510.54.00	DUES & SUBSCRIPTIONS	320.00	320.00	0.00	(2.03)	100.63
001-19-510.64.01	CAPITAL OUTLAY	174,261.00	181,066.83	0.00	103,740.50	42.71
001-19-543.00.00	LICENSES & FEES	17,521.00	17,521.00	0.00	4,612.96	73.67
						78.45

	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
Department: 21 LAW ENFORCEMENT					
001-21-500.12.00	REGULAR SALARIES	570,664.00	632,664.00	0.00	140,597.93 77.78
001-21-500.12.50	HOLIDAY PAY	19,000.00	19,000.00	0.00	(981.04) 105.16
001-21-500.14.00	SALARIES OVERTIME	30,300.00	30,300.00	0.00	21,153.70 30.19
001-21-500.14.16	HURRICANE PAY	17,950.00	17,950.00	0.00	17,950.00 0.00
001-21-500.15.00	EDUCATION INCENTIVE PAY	6,600.00	6,600.00	0.00	138.57 97.90
001-21-500.15.01	FIRST RESPONDER	7,920.00	7,920.00	0.00	2,488.57 68.58
001-21-500.21.00	FICA TAXES - EMPLOYER PORTION	50,856.00	50,856.00	0.00	11,507.83 77.37
001-21-500.22.02	POLICE PENSION	232,807.00	232,807.00	0.00	70,807.00 69.59
001-21-500.22.20	RETIREMENT TOWN EMPLOYEES	3,813.00	3,813.00	0.00	726.01 80.96
001-21-500.23.01	HEALTH INSURANCE	83,152.00	83,152.00	0.00	2,844.38 96.58
001-21-500.23.02	LIFE INSURANCE	2,500.00	2,500.00	0.00	232.28 90.71
001-21-500.23.10	STATUTORY AD&D	1,000.00	1,000.00	0.00	0.00 100.00
001-21-500.24.00	WORKERS COMPENSATION	14,438.00	14,438.00	0.00	0.00 100.00
001-21-500.25.00	UNEMPLOYMENT COMPENSATION	2,127.00	2,127.00	0.00	1,212.27 43.01
001-21-520.31.00	PROFESSIONAL SERVICES	725.00	725.00	0.00	225.00 68.97
001-21-520.34.40	DISPATCHING SERVICES	17,785.00	17,785.00	0.00	0.00 100.00
001-21-520.40.00	TRAVEL & MEETINGS	2,240.00	2,240.00	0.00	1,187.72 46.98
001-21-520.41.10	COMMUNICATION SERVICES	4,488.00	4,488.00	0.00	2,590.08 42.29
001-21-520.46.10	OFFICE EQUIPMENT MAINTENANCE	5,500.00	5,500.00	0.00	2,930.58 46.72
001-21-520.46.15	EQUIPMENT MAINTENANCE	2,000.00	2,000.00	0.00	1,690.09 15.50
001-21-520.46.16	RADAR CALIBRATION	700.00	700.00	0.00	275.00 60.71
001-21-520.46.20	VEHICLE MAINTENANCE	12,000.00	12,000.00	0.00	(3,860.10) 132.17
001-21-520.48.00	PROMOTIONAL ACTIVITIES	1,200.00	1,200.00	0.00	(831.98) 169.33
001-21-520.48.50	CRIME PREVENTION	1,100.00	1,100.00	0.00	114.39 89.60
001-21-520.49.99	MISCELLANEOUS	100.00	100.00	0.00	(146.99) 246.99
001-21-520.51.10	POSTAGE	350.00	350.00	0.00	317.00 9.43
001-21-520.52.00	UNIFORMS	6,600.00	6,600.00	0.00	2,160.44 67.27
001-21-520.52.05	PROTECTIVE GEAR	8,328.00	8,328.00	0.00	6,994.50 16.01
001-21-520.52.50	GAS & OIL	13,000.00	13,000.00	0.00	(4,253.80) 132.72
001-21-520.52.70	MEDICAL	600.00	600.00	0.00	(781.29) 230.22
001-21-520.52.90	OPERATING SUPPLIES	3,720.00	3,720.00	0.00	1,073.92 71.13
001-21-520.54.00	DUES & SUBSCRIPTIONS	1,955.00	1,955.00	0.00	1,212.17 38.00
001-21-520.54.10	TRAINING & SCHOOLS	5,400.00	5,400.00	0.00	2,229.00 58.72
001-21-520.64.01	Capital Outlay	58,795.00	58,795.00	0.00	24,580.92 58.19
001-21-543.00.00	LICENSES & FEES	14,738.00	14,738.00	0.00	6,224.83 57.76
					75.32

	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
Department: 22 FIRE CONTROL					
001-22-500.12.00	REGULAR SALARIES	85,610.00	85,610.00	0.00	36,598.71 57.25
001-22-500.14.50	STIPEND PAYROLL	55,040.00	55,040.00	0.00	15,529.83 71.78
001-22-500.21.00	FICA TAXES - EMPLOYER PORTION	7,643.00	7,643.00	0.00	56.54 99.26
001-22-500.22.01	RETIREMENT - ICMA	6,562.00	6,562.00	0.00	1,162.92 82.28
001-22-500.23.01	HEALTH INSURANCE	4,968.00	4,968.00	0.00	414.99 91.65
001-22-500.23.02	LIFE INSURANCE	162.00	162.00	0.00	100.07 38.23
001-22-500.23.10	STATUTORY AD&D	180.00	180.00	0.00	51.00 71.67
001-22-500.24.00	WORKERS COMPENSATION	7,920.00	7,920.00	0.00	0.00 100.00
001-22-500.25.00	UNEMPLOYMENT COMPENSATION	194.00	194.00	0.00	81.36 58.06
001-22-520.31.00	PROFESSIONAL SERVICES	5,000.00	5,000.00	0.00	4,063.09 18.74
001-22-520.34.40	DISPATCHING SERVICES	5,200.00	5,200.00	0.00	1,300.00 75.00
001-22-520.35.00	PRE-EMPLOYMENT EXPENSE	1,225.00	1,225.00	0.00	816.00 33.39
001-22-520.40.00	TRAVEL & MEETINGS	500.00	500.00	0.00	192.08 61.58
001-22-520.41.10	COMMUNICATION SERVICES	1,260.00	1,260.00	0.00	(165.35) 113.12
001-22-520.46.15	EQUIPMENT MAINTENANCE	8,665.00	8,665.00	0.00	2,057.38 76.26
001-22-520.46.20	VEHICLE MAINTENANCE	22,950.00	40,950.00	0.00	8,904.99 78.25
001-22-520.46.30	BUILDING MAINTENANCE	1,000.00	1,000.00	0.00	49.28 95.07
001-22-520.48.55	FIRE PREVENTION	4,536.00	4,536.00	0.00	(653.79) 114.41
001-22-520.51.00	OFFICE SUPPLIES	400.00	400.00	0.00	(84.96) 121.24

001-22-520.52.00	UNIFORMS	6,225.00	7,075.00	0.00	3,234.63	54.28
001-22-520.52.02	S.C.B.A.	1,850.00	1,850.00	0.00	(308.97)	116.70
001-22-520.52.05	PROTECTIVE GEAR	2,505.00	2,505.00	0.00	1,452.11	42.03
001-22-520.52.10	JANITORIAL SUPPLIES	1,000.00	1,000.00	0.00	810.03	19.00
001-22-520.52.20	TOOLS & HARDWARE	1,500.00	1,500.00	0.00	1,266.87	15.54
001-22-520.52.50	GAS & OIL	2,450.00	2,450.00	0.00	(1,446.63)	159.05
001-22-520.52.70	MEDICAL	1,370.00	1,370.00	0.00	817.00	40.36
001-22-520.54.00	DUES & SUBSCRIPTIONS	265.00	265.00	0.00	(270.00)	201.89
001-22-520.54.10	TRAINING & SCHOOLS	6,650.00	6,650.00	0.00	1,582.00	76.21
001-22-520.54.12	TRAINING MATERIALS	1,920.00	1,920.00	0.00	935.86	51.26
001-22-520.64.01	Capital Outlay	36,777.00	66,777.00	0.00	45,752.01	31.49
001-22-520.71.00	PRINCIPAL RETIRED	29,734.00	29,734.00	0.00	(1,590.47)	105.35
001-22-520.72.00	INTEREST EXPENSE	3,267.00	3,267.00	0.00	1,591.15	51.30
001-22-543.00.00	LICENSES & FEES	11,537.00	11,537.00	0.00	5,904.16	48.82
						65.27

DESCRIPTION		BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
Department: 29 CODE ENFORCEMENT					
001-29-500.12.00	REGULAR SALARIES	14,054.00	14,054.00	0.00	2,664.25 81.04
001-29-500.21.00	FICA TAXES - EMPLOYER PORTION	1,075.00	1,075.00	0.00	212.74 80.21
001-29-500.22.20	RETIREMENT TOWN EMPLOYEES	1,521.00	1,521.00	0.00	388.97 74.43
001-29-500.23.10	STATUTORY AD&D	100.00	100.00	0.00	100.00 0.00
001-29-500.24.00	WORKERS COMPENSATION	200.00	200.00	0.00	0.00 100.00
001-29-500.25.00	UNEMPLOYMENT COMPENSATION	45.00	45.00	0.00	26.39 41.36
001-29-520.40.00	TRAVEL & MEETINGS	35.00	35.00	0.00	35.00 0.00
001-29-520.45.03	AUTO INSURANCE	124.00	124.00	0.00	124.00 0.00
001-29-520.46.12	MAINTENANCE SUPPLIES	50.00	50.00	0.00	50.00 0.00
001-29-520.46.20	VEHICLE MAINTENANCE	150.00	150.00	0.00	150.00 0.00
001-29-520.51.00	OFFICE SUPPLIES	50.00	50.00	0.00	(169.49) 438.98
001-29-520.51.10	POSTAGE	350.00	350.00	0.00	240.51 31.28
001-29-520.51.20	RECORDING COSTS	120.00	120.00	0.00	120.00 0.00
001-29-520.52.00	UNIFORMS	75.00	75.00	0.00	(233.49) 411.32
001-29-520.52.50	GAS & OIL	150.00	150.00	0.00	150.00 0.00
001-29-520.54.10	TRAINING & SCHOOLS	75.00	75.00	0.00	75.00 0.00
					78.35

DESCRIPTION		BUDGET	AMENDED	ENCUMBRA	AVAILABLE	% USED
Department: 41 PUBLIC WORKS						
001-41-500.12.00	REGULAR SALARIES	191,283.00	191,283.00	0.00	35,583.92	81.40
001-41-500.14.00	SALARIES OVERTIME	4,000.00	4,000.00	0.00	3,188.47	20.29
001-41-500.21.00	FICA TAXES - EMPLOYER PORTION	14,633.00	14,633.00	0.00	2,438.18	83.34
001-41-500.22.20	RETIREMENT TOWN EMPLOYEES	20,697.00	20,697.00	0.00	4,152.57	79.94
001-41-500.23.01	HEALTH INSURANCE	21,840.00	21,840.00	0.00	4,467.42	79.54
001-41-500.23.02	LIFE INSURANCE	236.00	236.00	0.00	(28.56)	112.10
001-41-500.23.10	STATUTORY AD&D	200.00	200.00	0.00	200.00	0.00
001-41-500.24.00	WORKERS COMPENSATION	2,750.00	2,750.00	0.00	0.00	100.00
001-41-500.25.00	UNEMPLOYMENT COMPENSATION	612.00	612.00	0.00	326.11	46.71
001-41-530.31.00	PROFESSIONAL SERVICES	25,000.00	25,000.00	0.00	23,592.72	5.63
001-41-530.34.91	LANDSCAPING	6,500.00	6,500.00	0.00	1,568.09	75.88
001-41-530.40.00	TRAVEL & MEETINGS	200.00	200.00	0.00	152.38	23.81
001-41-530.43.10	ELECTRICITY	0.00	5,000.00	3,274.48	(889.04)	52.29
001-41-530.43.15	ELECTRIC - WILLIAMS BUILDING	5,000.00	0.00	0.00	0.00	0.00
001-41-530.43.50	DUMP SERVICE	2,000.00	2,000.00	0.00	2,000.00	0.00
001-41-530.46.12	MAINTENANCE SUPPLIES	3,000.00	3,000.00	0.00	(1,821.24)	160.71
001-41-530.46.15	EQUIPMENT MAINTENANCE	2,500.00	2,500.00	0.00	(160.50)	106.42
001-41-530.46.20	VEHICLE MAINTENANCE	9,500.00	9,500.00	0.00	2,804.19	70.48
001-41-530.46.30	BUILDING MAINTENANCE	6,500.00	6,500.00	0.00	(9,609.34)	247.84
001-41-530.46.31	MAINTENANCE OLD TOWN HALL	500.00	500.00	0.00	(632.32)	226.46
001-41-530.46.32	RYCKMAN HOUSE	0.00	500.00	0.00	0.00	100.00
001-41-530.46.34	MAINTENANCE RYCKMAN PARK	500.00	500.00	0.00	500.00	0.00
001-41-530.46.35	PIER MAINTENANCE	500.00	500.00	0.00	(118.17)	123.63
001-41-530.46.40	GROUPS MAINTENANCE	7,000.00	7,000.00	0.00	(3,194.05)	145.63
001-41-530.46.43	TREE EXPENSE	3,500.00	3,500.00	0.00	2,275.00	35.00
001-41-530.52.00	UNIFORMS	2,100.00	2,100.00	0.00	1,148.64	45.30
001-41-530.52.05	PROTECTIVE GEAR	1,000.00	1,000.00	0.00	(1,075.47)	207.55

001-41-530.52.20	TOOLS & HARDWARE	4,000.00	4,000.00	0.00	774.60	80.64
001-41-530.52.25	TOOL RENTALS	3,500.00	3,500.00	0.00	1,332.29	61.93
001-41-530.52.50	GAS & OIL	3,600.00	3,600.00	0.00	242.76	93.26
001-41-530.53.10	STREET REPAIR	7,500.00	7,500.00	0.00	935.87	87.52
001-41-530.53.15	PARKING LOT MAINTENANCE	2,500.00	2,500.00	0.00	2,500.00	0.00
001-41-530.53.20	STREET SIGNS	10,000.00	10,000.00	0.00	4,280.11	57.20
001-41-530.54.10	TRAINING & SCHOOLS	1,500.00	1,500.00	0.00	1,012.10	32.53
001-41-530.57.25	WELDING	500.00	500.00	0.00	142.36	71.53
001-41-530.64.01	CAPITAL OUTLAY	46,000.00	46,000.00	0.00	8,340.35	81.87

78.18

	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
Department: 72 PARKS & RECREATION					
001-72-570.48.10	FOUNDER'S DAY	6,000.00	6,000.00	0.00	(1,557.17) 125.95
001-72-570.48.50	MOVIES IN THE PARK	1,800.00	1,800.00	0.00	837.06 53.50
001-72-570.48.52	FOURTH OF JULY	1,000.00	1,000.00	0.00	500.00 50.00
001-72-570.48.53	CHRISTMAS DECORATIONS PARK	1,500.00	1,733.00	0.00	(750.84) 143.33
001-72-570.48.60	EASTER EGG HUNT	50.00	50.00	0.00	(221.78) 543.56
001-72-570.48.90	RECREATION PROGRAMS	13,000.00	13,000.00	0.00	8,056.02 38.03
001-72-570.63.01	TENNIS COURT EXPEDITURES	350.00	350.00	0.00	364.00 (4.00)
001-72-570.63.02	BBALL & VBALL COURTS	200.00	200.00	0.00	200.00 0.00
001-72-570.63.05	BOCCE COURT EXPENDITURES	200.00	200.00	0.00	200.00 0.00
001-72-570.64.01	CAPITAL OUTLAY	0.00	13,437.20	0.00	0.00 100.00

79.81

TOTAL EXPENDITURE RATE:

84.49

Fund: 125 BUILDING DEPT

Account Category: Revenues	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
Department: 24 PROTECTIVE INSPECT					
125-24-322.00.00	BUILDING PERMITS	152,000.00	152,000.00	0.00	20,903.93 86.25
125-24-322.10.00	ZONING PLAN REVIEW	2,000.00	2,000.00	0.00	1,743.75 12.81
125-24-322.10.10	SITE PLAN REVIEW P&Z	1,500.00	1,500.00	0.00	(5,600.00) 473.33
125-24-322.20.00	BUILDING PLAN REVIEW	4,600.00	4,600.00	0.00	(3,421.81) 174.39
125-24-322.31.00	ADVERTISING COSTS	250.00	250.00	0.00	250.00 0.00
125-24-322.31.20	P&Z ADVERTISING	100.00	100.00	0.00	100.00 0.00
125-24-329.00.00	OTHER LICENSES, FEES & PERMITS	700.00	700.00	0.00	(2,126.52) 403.79
125-24-329.00.10	BOA VARIANCE FEES	1,000.00	1,000.00	0.00	1,000.00 0.00
125-24-354.00.00	LOCAL ORDINANCE VIOLATION	2,000.00	2,000.00	0.00	(5,575.74) 378.79

95.57

Account Category: Expenditures	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
125-24-500.12.00	REGULAR SALARIES	75,116.00	77,369.00	0.00	21,730.88 71.91
125-24-500.14.00	SALARIES OVERTIME	817.52	817.52	0.00	716.17 12.40
125-24-500.21.00	FICA TAXES - EMPLOYER PORTION	5,746.00	5,801.04	0.00	1,780.95 69.30
125-24-500.22.20	RETIREMENT TOWN EMPLOYEES	7,512.00	7,512.00	0.00	1,491.74 80.14
125-24-500.23.01	HEALTH INSURANCE	18,144.00	18,400.44	0.00	1,687.37 90.83
125-24-500.23.02	LIFE INSURANCE	136.00	136.00	0.00	(1.93) 101.42
125-24-500.25.00	UNEMPLOYMENT COMPENSATION	240.00	240.00	0.00	140.06 41.64
125-24-520.31.00	PROFESSIONAL SERVICES	55,703.54	112,320.00	0.00	23,429.60 79.14
125-24-520.51.00	OFFICE SUPPLIES	266.00	400.00	0.00	(3,472.95) 968.24
125-24-520.51.10	POSTAGE	0.00	30.00	0.00	30.00 0.00
125-24-520.52.00	UNIFORMS	0.00	100.00	0.00	(12.97) 112.97
125-24-520.52.20	TOOLS & HARDWARE	46.91	100.00	0.00	100.00 0.00
125-24-520.54.00	DUES & SUBSCRIPTIONS	95.00	0.00	0.00	0.00 0.00
125-24-520.54.10	TRAINING & SCHOOLS	80.00	0.00	0.00	0.00 0.00

78.67

Fund: 172 OCEAN PARK PARKING FU

Account Category: Revenues	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
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Department: 75 TOWN PARKS

172-75-342.10.00	PARKING TICKET REVENUE	3,000.00	3,000.00	0.00	(11,685.00)	489.50
172-75-344.50.00	PARKING METER REVENUE	74,400.00	74,400.00	0.00	(11,611.32)	115.61
						130.10

Account Category: Expenditures	DESCRIPTION	BUDGET	AMENDED	ENCUMBRA AVAILABLE	% USED
172-75-575.31.02	LIFEGUARD CONTRACT	19,950.00	19,950.00	0.00	4,137.32 79.26
172-75-575.32.90	BANKING FEES	2,000.00	2,000.00	0.00	(794.86) 139.74
172-75-575.34.10	JANITORIAL CLEANING	1,800.00	1,800.00	0.00	300.00 83.33
172-75-575.34.91	LANDSCAPING	5,000.00	5,000.00	0.00	4,414.43 11.71
172-75-575.41.10	IPS COMMUNICATIONS FEE	1,200.00	1,200.00	0.00	(1,513.05) 226.09
172-75-575.43.10	ELECTRICITY	1,584.00	1,584.00	0.00	(62.52) 103.95
172-75-575.43.20	WATER & SEWER	1,500.00	1,500.00	0.00	33.75 97.75
172-75-575.43.50	DUMP SERVICE	660.00	660.00	0.00	660.00 0.00
172-75-575.46.12	MAINTENANCE SUPPLIES	1,000.00	1,000.00	0.00	(577.08) 157.71
172-75-575.46.15	EQUIPMENT MAINTENANCE	0.00	0.00	0.00	(877.00) 100.00
172-75-575.46.30	BUILDING MAINTENANCE	2,200.00	2,200.00	0.00	2,200.00 0.00
172-75-575.46.31	BUILDING MAINT RESTROOMS	0.00	0.00	0.00	(103.78) 100.00
172-75-575.46.40	GROUNDS MAINTENANCE	1,800.00	1,800.00	0.00	(3,290.44) 282.80
172-75-575.46.41	MOWING CONTRACT	11,205.00	11,205.00	0.00	1,867.36 83.33
172-75-575.46.43	TREE EXPENSE	1,000.00	1,000.00	0.00	1,000.00 0.00
172-75-575.52.10	JANITORIAL SUPPLIES	350.00	350.00	0.00	20.49 94.15
172-75-575.52.25	TOOL RENTAL	0.00	0.00	0.00	(2,725.81) 100.00
172-75-575.53.15	PARKING LOT REPAIRS	3,000.00	3,000.00	0.00	2,488.26 17.06
172-75-575.53.20	SIGNS	300.00	300.00	0.00	(4.89) 101.63
172-75-575.63.03	VOLLEYBALL COURT	1,000.00	1,000.00	0.00	(920.42) 192.04
172-75-575.64.01	CAPITAL OUTLAY	0.00	0.00	0.00	(8,738.92) 100.00
172-75-764.10.00	Filing Fee Clerk-Parking Ticke	120.00	120.00	0.00	120.00 0.00
					104.25

AUGUST 2022 ACTION ITEMS

ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
List and evaluate patched sections of the road	7/20/2022	8/17/2022		Mayor Hoover	Public Works
DATE	DIRECTION/NOTES				
7/20/2022	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	8/17/2022		Commissioner Walker	Town Manager/Public Works
DATE	DIRECTION/NOTES				
7/20/2022	PW Director – The in ground light is the best, will proceed with that one.				
6/15/2022	PW Director – 2 Test lights installed, evaluate and come back next month.				
5/18/2022	PW Director will buy two different types of lights to try them out.				
4/20/2022	PW Supervisor investigating up lighting on Ocean Ave in front of Ryckman Park sidewalk. Has decorative street poles for Commission to review for purchase.				
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	8/17/2022		Mayor Hoover	Town Clerk
Date	Directions/Notes				
7/20/2022	Still collecting a couple more items.				

AUGUST 2022 ACTION ITEMS

6/15/2022	Add as an agenda item for July. Three quotes: \$27,000, \$16,000-\$19,000, and \$8,500. Last option we can purchase and install the items at a price range of \$5,000-\$14,000. Bring 3 breakdowns of products				
5/18/2022	Mayor requested fewer cords, possibly a television, and microphones for each seat				
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 Created				
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	8/17/2022		Commission	Town Manager
DATE	<i>DIRECTION/NOTES</i>				
6/15/2022	Add to old business next month for the proposed language, then to PNZ, then back to the Commission				
5/18/2022	Town Manager – Came from PNZ to define kitchen. Our code prohibits two kitchens. Mayor Hoover requested an agenda item next month to review what in our code would prohibit this				
4/20/2022	Provide definition of multi-generational, how County manages Granny Suites and what other towns and cities are doing to accommodate the return of multi-generational living.				
2/16/2022	Town Attorney and Town Manager will discuss "granny suites" and bring their findings to the next RTCM.				
1/17/2022	The Town Commission directed the Town Manager to research the use of the term multi-generational in relation to "granny suites."				
7/21/2021	<i>Update at August RTCM</i>				
6/16/2021	<i>PWD will ask FDOT if subcontractor (who is restriping cross walks) can also paint stanchions</i>				
5/19/2021	<i>PWD update at June RTCM</i>				

AUGUST 2022 ACTION ITEMS

ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
Research Charging Stations	11/20/20	8/17/2022		Simmons	Town Manager/PWD
DATE	DIRECTION/NOTES				
6/15/2022	Town Manager met with James Moore (NOT associated with the auditors) who has a company that installs charging stations he recommended putting a charging station in a pay-to-park spot. Vice Mayor stated James Moore's company installed a station Grace Lutheran				
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 out to two vendors he works with update Nov. 2021				
9/15/2021	TM does not have an update. Commissioner Runte explained the companies are hard to reach or non-responsive- still working on it. Update next month				
8/18/2021	Update at September RTCM				
7/21/2021	Update at August RTCM				
6/16/2021	Follow up on "Electrify" a company that leases charging stations				
5/19/2021	Update at June RTCM				
4/21/2021	Town Manager was given a list by Commissioner Runte to evaluate and update again at May RTCM.				
1/20/2021	Update again at April RTCM				
12/16/2020	Town Manager Mascaro said there is a lot to understand about these charging stations that effect cost and what's included. Update again at January 2021 RTCM.				
11/18/2020	Commission advised to keep this item open until the stations are installed				
10/21/2020	Commission approved cost to replace breaker box and TM to get vendor contacts from Comm. Runte				
8/19/2020	PWS said breaker box must be replaced at cost of \$3,000-\$4,000. Commission asked TM to find install/generic cost for Sept RTCM.				
7/15/2020	TM shared that the offer from Tesla no longer available, they cost \$500. TM is looking at other options and will come back in August with information. Commission asked TM to look for similar offers and/or grants as Tesla was offering.				
6/17/2020	Electricians scheduled Wed. Parking spot for bikes and two for charging stations. Update July RTCM				
3/18/2020	Commission suggested TM get with Tesla to see what they may offer - including getting one at no cost. Tobe discussed again at May TCW.				

AUGUST 2022 ACTION ITEMS

6/3/2020	Commission asked TM to contact Tesla to see what they have to offer. Update June RTCM.				
ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
Research grant funding opportunities for stormwater projects	3/15/2022	8/17/2022		Commissioner Runte	Town Manager
DATE	DIRECTION/NOTES				
5/18/2022	Town Manager spoke with Scott from B.S.E, and she found two grants that just opened up. Mayor Hoover recommended reaching out to IRL to get feedback from their team of grant writers.				
3/15/2022	Added to Action Items				
ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
Research Dog Park Options	6/15/2022	9/21/2022		Mayor Hoover	Town Manager
DATE	DIRECTION/NOTES				
7/20/2022	TM – Indialantic just finished their 6 month trial period and so far so good so they will be renewing it.				
6/15/2022	Added to Action Items				
ITEM	OPENED	DUE DATE	CLOSED	REQUESTER	ASSIGNED TO
S.E.A. PROJECT	2/17/2021	9/21/2022		Mayor Hoover	Town Manager
Date	Directions/Notes				
7/20/2022	TM – The workshop is scheduled for August 24 th at 6:30 pm.				
6/15/2022	Town Manager – Spoke with Neal, 2 proposed dates in August, bring final date next month				
5/18/2022	Town Manager – additional parking spots are done, planting in Bicentennial Park was done, new poles along Ocean Ave are in the works. The next big-ticket item is underground retention for stormwater Mayor Hoover – FDOT will be doing their portion of A1A fiscal year 2026. Schedule a public workshop in July.				
04/20/2022	Town will have a tent during Founders Day to discuss the S.E.A. Vision and get feedback from the residents. Waiting on estimates for new Town signs from Fast Signs. Flowers planted at the very north				

AUGUST 2022 ACTION ITEMS

	end of Bi-Centennial. Flowers also planted around Ryckman House. Established 4 more spaces for golf cart parking.
2/16/2022	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 statement was approved. An update will be given at February RTCM.
12/15/2021	Update at January RTCM with Dix Height information.
10/20/2021	Discussed during meeting in depth. Update at Nov. RTCM
9/15/21	Currently working on RFP for gardening services and will present it at next RTCM as an agenda item. TM has not been able to make contact with Susan Hall
8/18/2021	Added landscaping of Parks to Action item – and discussed RFP for landscaping services
7/21/2021	Check in with Susan (include VM Barton) and update at August RTCM
6/16/2021	Commission will no longer pursue FDOT grant but will continue research of other funding and grants.
4/21/2021	Commission approved increasing payment. Grant will be awarded in June. Update July RTCM
3/17/2021	VM Barton researched FDOT landscape grant. Commission approved \$5,000 to begin landscape design process with an architectural designer. Discuss at April TCW and April RTCM.
2/17/2021	Explore grants, etc. Discuss at TCW on March 3, 2021
12/2/2020	<i>Mayor Hoover suggested they do the necessary research and reach out to landlords and business owners, starting with the area east of the traffic light on both sides of the road north and south – and then meet again to discuss in February. Plan for workshops with business owners and PNZ involvement.</i>
12/16/2020	<i>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).</i>