



TOWN OF MELBOURNE BEACH

TOWN COMMISSION REGULAR MEETING

MAY 18, 2022

AGENDA PACKET

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AGENDA MAY 18, 2022

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- B. PRESENTATION FROM DROWN ZERO INTERNATIONAL PRESENTED BY MELBOURNE BEACH ROTARY CLUB AND COCOA BEACH ROTARY CLUB
- C. PRESENTATION OF DONATION FROM THE MELBOURNE BEACH VOLUNTEER FIREFIGHTERS ASSOCIATION.
- D. PROMOTIONAL CEREMONY OF NEW STATE CERTIFIED VOLUNTEER FIREFIGHTERS PRESENTED BY FIRE CHIEF GAVIN BROWN – RECEPTION TO FOLLOW

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- A. SITE PLAN APPROVAL FOR 405 RIVER VIEW LN
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- A. CONSIDER THE PURCHASE AND INSTALLATION OF 7 NEW STREET POLES FOR OCEAN AVENUE, RYCKMAN PARK BLOCK.
- B. DISCUSSION ON DRAFTING A LOW-SPEED VEHICLE ORDINANCE FOR THE TOWN.
- C. PROPOSED RFP FOR CHERRY AND ROSEWOOD STORMWATER/ROAD REPAIR.
- D. RESOLUTION 2022-05 FEE SCHEDULE

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- A. REQUEST FOR AN EXECUTIVE SESSION.
- B. CONSIDERATION OF PROCLAMATION RECOGNIZING THE FLORIDA LEAGUE OF CITIES AND THE LEGISLATIVE AFFAIRS TEAM FOR A JOB WELL DONE IN THE 2022 LEGISLATIVE SESSION.
- C. CONSIDERATION OF PROCLAMATION RECOGNIZING MAY 11TH THROUGH MAY 17TH, 2022 AS NATIONAL POLICE WEEK.
- D. CONSIDERATION OF PROCLAMATION RECOGNIZING MAY 21ST THROUGH MAY 27TH, 2022 AS NATIONAL SAFE BOATING WEEK.
- E. CONSIDERATION OF PROCLAMATION RECOGNIZING MAY 23RD THROUGH MAY 30TH, 2022 AS NATIONAL BEACH SAFETY WEEK.
- F. CONSIDERATION OF PROCLAMATION RECOGNIZING JUNE 3, 2022, AS NATIONAL GUN VIOLENCE AWARENESS DAY.
- G. CONSIDERATION OF APPROVING A \$500 DONATION TO THE CITY OF MELBOURNE FOR THE 4TH OF JULY FIREWORKS CELEBRATION.

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- 1. TOWN MANAGER REPORT
- 2. BUILDING DEPARTMENT REPORT
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ACTION ITEMS

Town of Melbourne Beach
REGULAR TOWN COMMISSION MEETING
MAY 18, 2022 at 6:00 p.m.
COMMUNITY CENTER – 509 OCEAN AVENUE

PUBLIC NOTICE

AGENDA

**The Town Commission will conduct a Regular Town Commission Meeting
on Wednesday, May 18, 2022, in the Community Center
to address the items below**

Commission Members:

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

Staff Members:

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

- A. Fiscal Year 2021 Financial Audit presented by James Moore
- B. Presentation from Drown Zero International presented by Melbourne Beach Rotary Club and Cocoa Beach Rotary Club
- C. Presentation of Donation from the Melbourne Beach Volunteer Firefighters Association.
- D. Promotional ceremony of new State Certified Volunteer Firefighters presented by Fire Chief Gavin Brown – Reception to follow

7. Consent Agenda

- A. Site Plan Approval for 405 River View Ln
- B. Site Plan Approval for 1508 Pine St

8. Old Business

- A. Consider the purchase and installation of 7 new street poles for Ocean Avenue, Ryckman Park Block.
- B. Discussion on drafting a Low-Speed Vehicle Ordinance for the Town.
- C. Proposed RFP for Cherry and Rosewood stormwater/road repair.
- D. Resolution 2022-05 Fee Schedule

9. New Business

- A. Request for an executive session.
- B. Consideration of Proclamation recognizing the Florida League of Cities and the Legislative Affairs Team for a job well done in the 2022 Legislative Session.
- C. Consideration of Proclamation recognizing May 11th through May 17th, 2022 as National Police Week.

- D. Consideration of Proclamation recognizing May 21st through May 27th, 2022 as National Safe Boating Week.
- E. Consideration of Proclamation recognizing May 23rd through May 30th, 2022 as National Beach Safety Week.
- F. Consideration of Proclamation recognizing June 3, 2022, as National Gun Violence Awareness Day.
- G. Consideration of approving a \$500 donation to the City of Melbourne for the 4th of July Fireworks Celebration.

12. Staff Reports

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

13. Town Commission Comments

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

14. Adjournment

Regular Town Commission Meeting Agenda

Section: Presentations

Meeting Date: May 18, 2022

Subject: Presentation and Review of Town Audit for Fiscal Year 2021 by
James Moore

Submitted By: Jennifer Kerr, Finance Manager

Background Information

Audit for Fiscal Year 2021

Recommendation:

Review Audit

Attachments:

Fiscal Year 2021 Audit

April 28, 2022

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

We have audited the financial statements of the Town of Melbourne Beach, Florida (the Town) as of and for the year ended September 30, 2021, and have issued our report thereon dated April 28, 2022. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated July 26, 2021, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Town solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies over financial reporting and material weaknesses and material noncompliance, and other matters noted during our audit in a separate letter to you dated April 28, 2022.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, and our firm has complied with all relevant ethical requirements regarding independence.

We have applied safeguards related to our preparation of the Town's financial statements, including, but not limited to, an assessment of management's skills, knowledge, and experience, and by obtaining a completed financial statement disclosure checklist from management.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Town is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2021. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the allowance for doubtful accounts was based on historical water revenues, historical loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of useful lives for depreciation was based on past history within each capital asset class. We evaluated the key factors and assumptions used to develop the useful lives in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimates of the net pension liability and total OPEB liability were based on actuarial factors and were calculated by actuaries independent of the Town. We evaluated the key factors and assumptions used to develop the net pension liability and total OPEB liability in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of due from other governments related to disaster recovery reimbursements due from FEMA. We evaluated the key factors and assumptions used to develop the net receivable balance in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Town's financial statements relate to:

Note 4 summarizes the Town's deposits and investments, including any risks or concentrations in investments held.

Notes 8 and 9 to the financial statements summarizes the Town's long-term debt obligations, including future debt service payments.

Note 10 to the financial statements summarizes the basic information regarding the Town's pension plans and the net pension liability.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. The following summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and each applicable opinion unit:

- None.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The following material misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

- \$88,000 adjustment to reclassify cash and accounts payable balances to agree the bank reconciliation to the bank statement.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Town's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain representations from management that are included in the management representation letter dated April 28, 2022.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

To the Honorable Mayor and Town Commission Members,
Town of Melbourne Beach, Florida
April 28, 2022
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Other Significant Matters, Findings, or Issues

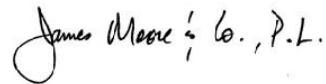
In the normal course of our professional association with the Town, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Town's auditors.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This report is intended solely for the information and use of the Town Commission and management of the Town of Melbourne Beach, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

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

JAMES MOORE & CO., P.L.

**TOWN OF MELBOURNE BEACH, FLORIDA
FINANCIAL STATEMENTS
SEPTEMBER 30, 2021**



TOWN COMMISSION
(As of September 30, 2021)

Wyatt Hoover, Mayor
Joyce D. Barton, Vice Mayor
Sherri Quarrie
Corey Runte
Marivi Walker

TOWN MANAGER

Elizabeth Mascaro

TOWN CLERK

Jennifer Torres

FINANCE MANAGER

Jennifer Kerr

TOWN OF MELBOURNE BEACH, FLORIDA
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INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Melbourne Beach, Florida, (the Town), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The Town's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Town, as of September 30, 2021, and the respective changes in financial position thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

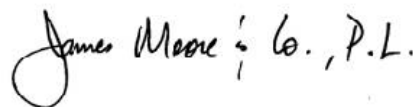
Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The combining nonmajor governmental funds financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining nonmajor governmental funds financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor governmental funds financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 28, 2022, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.



Daytona Beach, Florida
April 28, 2022

Town of Melbourne Beach, Florida Management's Discussion and Analysis

As management of the Town of Melbourne Beach (the Town), we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended September 30, 2021.

Financial Highlights

- The assets of the Town of Melbourne Beach exceeded its liabilities at the close of the 2021 fiscal year by \$9,496,492 (net position). Of this amount, \$6,439,807 is net investment in capital assets while restricted net position is \$348,269. \$2,140,254 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The total net position increased \$964,285 from the previous year.
- As of the close of fiscal year 2021, the Town's governmental funds reported combined ending fund balances of \$4,101,059, an increase of \$63,006 in comparison with the prior year. While \$1,096,775 represents the portion restricted by outside parties, and \$293,960 is assigned for capital improvements, \$2,652,611 of the governmental funds balance is available for spending at the government's discretion (unassigned fund balance). An additional \$57,713 of governmental fund balance is non-spendable for current obligations.
- At the end of the 2021 fiscal year, unassigned fund balance for the general fund was \$2,652,611 or 91.2% of total general fund expenditures.
- The Town's total long term liabilities decreased by \$440,531 during the 2021 fiscal year. This reflects the repayment of outstanding balances for bonds, notes and capital leases.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. The Town's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements

The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Town's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave). The governmental activities of the Town include general government, public safety, physical environment, and recreation. The government-wide financial statements can be found on pages 12-13 of this report.

Fund financial statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town can be divided into two categories: governmental funds and fiduciary funds.

Governmental funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Town maintains 12 individual governmental funds, including the General Fund, Capital Projects Fund, two Debt Service Funds (combined), Building Department, Police Education, Police Donations, Law Enforcement Forfeiture, Building Education, Stormwater Utility, Historic Preservation, and Old Town Hall. The General Fund, two Debt Service Funds (combined), and Capital Projects Fund are reported as major funds.

Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the major funds. Data from the non-major governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The Town adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget. The basic governmental fund financial statements can be found on pages 14-17 of this report.

Fiduciary funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the Town's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 19-20 of this report.

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 21-45 of this report.

Other information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Town's progress in funding its obligation to provide pension benefits and other post-employment benefits to its employees. Required supplementary information can be found on pages 46-51 of this report.

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 52-53 of this report.

Government-wide Financial Analysis

The following is a summary of the Town's governmental activities net position for each of the past two years:

	<u>2021</u>	<u>2020</u>
Assets		
Current and other assets	\$ 4,974,711	\$ 4,151,717
Capital assets, net	<u>9,076,525</u>	<u>8,635,994</u>
	<u>\$ 14,051,236</u>	<u>\$ 12,787,711</u>
Total assets		
Deferred outflows of resources	<u>\$ 452,026</u>	<u>\$ 539,414</u>
Liabilities		
Current liabilities	\$ 890,826	\$ 146,823
Noncurrent liabilities	<u>3,245,553</u>	<u>4,474,773</u>
Total liabilities	<u>\$ 4,136,379</u>	<u>\$ 4,621,596</u>
Deferred inflows of resources	<u>\$ 870,391</u>	<u>\$ 173,322</u>
Net position		
Net investment in capital assets	\$ 6,587,955	\$ 6,043,684
Restricted	559,709	348,269
Unrestricted	<u>2,348,828</u>	<u>2,140,254</u>
Total net position	<u>\$ 9,496,492</u>	<u>\$ 8,532,207</u>

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, assets exceeded liabilities by \$9,496,492 at the close of the 2021 fiscal year. By far the largest portion of the Town's net position (69.4% percent) reflects its investment in capital assets (e.g., land, buildings, machinery and equipment, infrastructure and improvements), less any related debt used to acquire those assets that are still outstanding. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Town's net investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Of the remaining net position, \$559,709 represents resources that are subject to external restrictions on how they may be used. These restrictions relate primarily to externally imposed restrictions on funding for debt and capital purposes. The remaining balance of the net position which represents amounts available to meet the Town's ongoing obligations to citizens and creditors at the discretion of the Commission is \$2,348,828 for the 2021 fiscal year.

The following is a summary of the changes in the Town's governmental activities net position for each of the past two years:

	<u>2021</u>	<u>2020</u>
Revenues:		
Program Revenues:		
Charges for Services	\$ 486,616	\$ 282,365
Operating Grants	256,477	215,298
Capital Grants	38,778	3,109
General Revenues:		
Property taxes	2,431,302	2,303,281
Sales and use taxes	334,587	316,586
Franchise and utility taxes	256,007	243,258
Public services taxes	331,648	328,570
Insurance premium taxes	42,470	42,206
State revenue sharing	89,973	80,491
Investment earnings (loss)	1,370	7,079
Miscellaneous revenues	1,533	9,394
Total Revenues	<u>4,270,761</u>	<u>3,831,637</u>
Expenses:		
General government	1,142,131	1,247,712
Public safety	1,451,934	1,634,271
Physical environment	410,564	337,485
Culture/recreation	210,989	111,600
Interest on long-term debt	90,858	149,165
Total Expenses	<u>3,306,476</u>	<u>3,480,233</u>
Changes in net position	964,285	351,404
Beginning net position	<u>8,532,207</u>	<u>8,180,803</u>
Ending net position	<u>\$ 9,496,492</u>	<u>\$ 8,532,207</u>

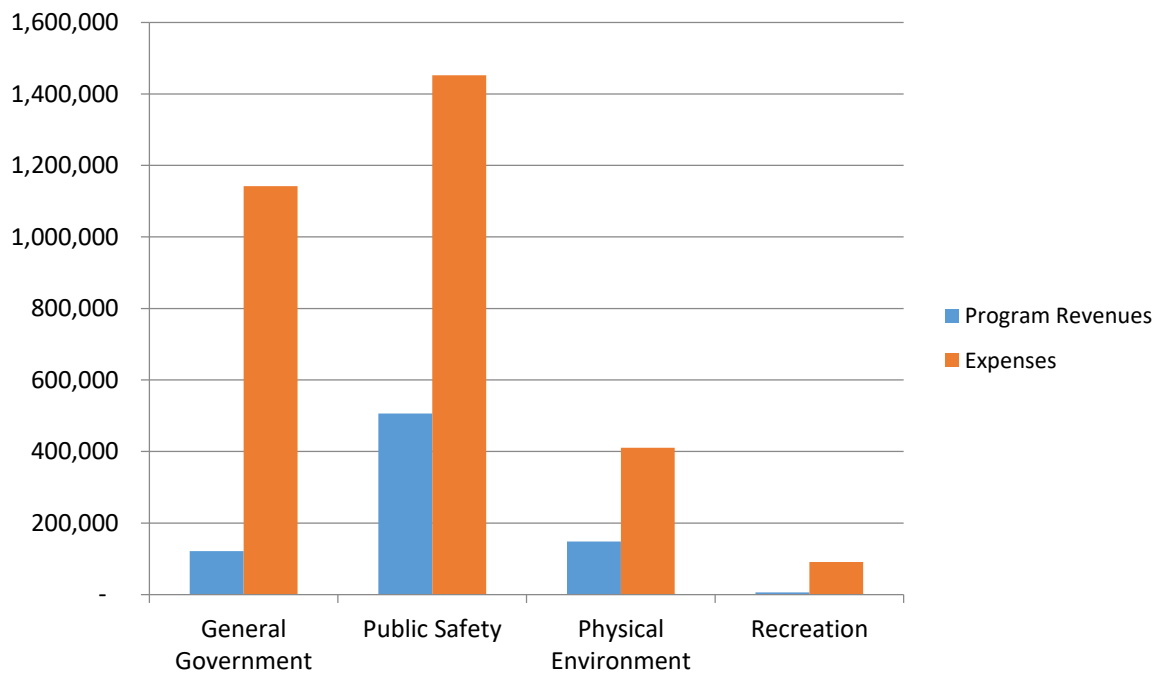
Governmental activities

Governmental activities increased the Town's net position by \$964,285. This amount is primarily attributable to increases in property tax revenues.

- The Town's total revenues related to governmental activities decreased by approximately \$439,124 from the prior year. Factors that contributed to an increase in revenues are an increase General Revenue taxes and operating grant revenues.
- Expenses related to governmental activities decreased by \$173,757 from the prior year. This is related to an increase in general government payroll related expenses and the change in net pension liability, and professional services/legal counsel expense.

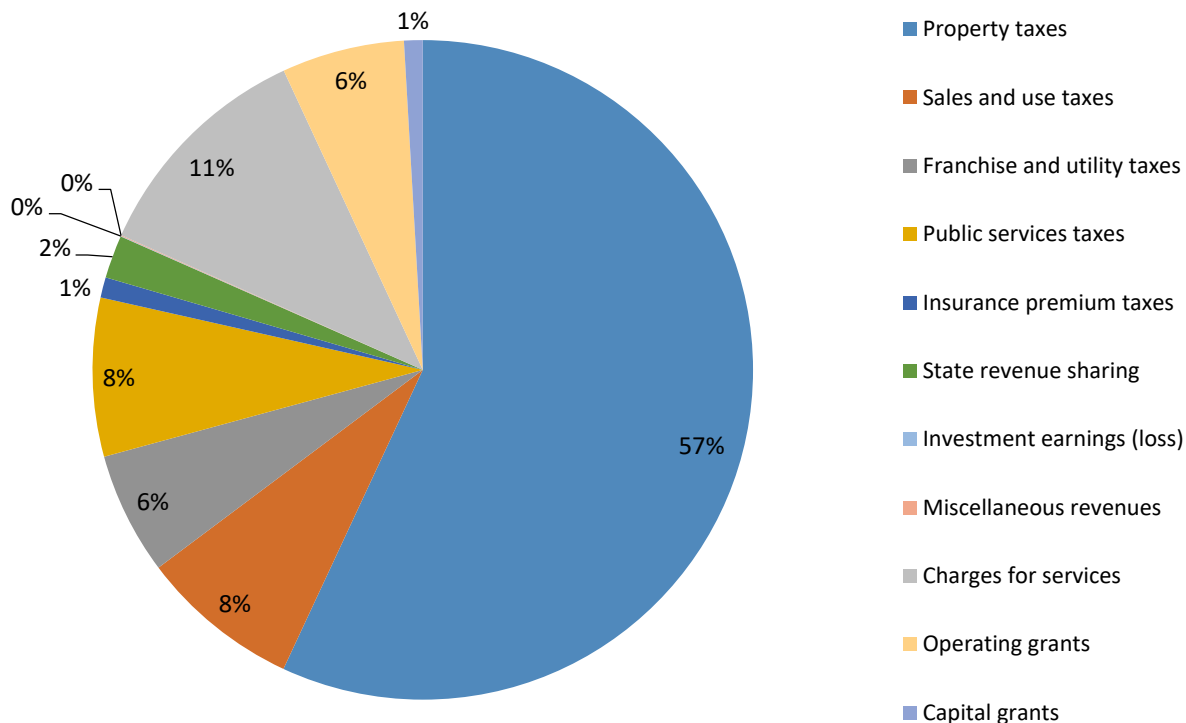
Expenses and Program Revenues - Governmental Activities

The following chart summarizes the Town's program revenues and expenses by function:



Revenues by Source - Governmental Activities

The following chart summarizes the Town's revenues by source:



Financial Analysis of the Government's Funds

As noted earlier, the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds

The focus of the Town's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the fiscal year 2021, the Town's governmental funds reported combined ending fund balances of \$4,101,059, an increase of \$63,006 in comparison with the prior year. As of the end of fiscal year 2021, \$57,713 of the fund balance is designated as non-spendable to indicate that it is not available for new spending because it has already been spent on prepaid items. A portion of the fund balances is restricted in use by outside parties for the following: \$495,999 for debt purposes; \$8,552 for historic preservation; \$519,892 for stormwater construction; \$20,257 for education; and \$22,091 for building department operations. Additionally, \$293,960 has been assigned by the Town Commission for capital improvements. The remaining amount, \$2,348,848 constitutes unassigned fund balance, which is available for spending at the government's discretion.

The General Fund is the chief operating fund of the Town. At the end of the 2021 fiscal year, unassigned fund balance of the general fund was \$2,691,625 while total general fund balance was \$2,765,171. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. An excess of revenues over expenditures of \$757,570 was partially offset by \$120,300 of transfers to the debt service fund for debt payments.

The American Rescue Plan fund has zero fund balance; future revenues will be earned to the extent of expenditures in accordance with the Town's subrecipient agreement for approximately \$1.65 million on Coronavirus State and Local Fiscal Recovery Funds.

The Debt Service Fund has a fund balance of \$495,999. The net change during the current year in the debt service fund was \$166,452. The increase was due to the collection funds and required transfers in greater than the amount due for FY2021. The additional monies collected will be used to prepay the debt.

The Capital Projects Fund has a fund balance of \$822,404. The net change in fund balance during the current year in the capital projects fund was \$(253,020). There were minimal capital projects and other improvements in FY2021.

The Nonmajor Funds have a fund balance of \$17,485 at the end of the year. The net change during the current year in the funds was (\$58,781). The increase was primarily due to the Stormwater Utility Fund being presented as a non-major fund in the current year after being presented as a major fund in the previous year.

General Fund Budgetary Highlights

Although the Town inputs the budget by line item, the tracking of the budget is done at the department level. Department budgeting allows management to check budgets for negatives by classifications in accordance with the State of Florida's Uniform Accounting System Manual.

Capital Asset and Debt Administration

Capital assets. The Town's investment in capital assets for its governmental funds as of September 30, 2021, amounts to \$9,076,525 (net of accumulated depreciation). This represents a net increase of \$440,531. The current year additions include \$72,595 of buildings and improvements and \$218,244 of equipment and \$703,149 in infrastructure. The Town had one project under construction at the end of 2021. Current year depreciation expense totaled \$556,595.

The following summaries the Town's capital assets as of September 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Capital assets, not being depreciated –		
Land	\$ 897,742	\$ 897,742
Construction in progress	3,138	-
Total capital assets, not being depreciated	<u>900,880</u>	<u>897,742</u>
Capital assets, being depreciated –		
Buildings and improvements	4,709,531	4,636,936
Equipment	2,470,132	2,251,888
Infrastructure	7,580,125	6,876,976
Total capital assets, being depreciated	14,759,788	13,765,800
Less: accumulated depreciation	<u>(6,584,143)</u>	<u>(6,027,548)</u>
Total capital assets, being depreciated, net	8,175,645	7,738,252
Governmental activities capital assets, net	<u>\$ 9,076,525</u>	<u>\$ 8,635,994</u>

Additional information on the Town's capital assets can be found in Note (7) on page 31 of this report.

Long-term Debt. At the end of the 2021 fiscal year, the Town had total bonded debt and notes payable principal outstanding of \$2,457,246.

The following summaries the Town's long-term debt (excluding the net pension liability and total OPEB liability) as of September 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Notes and bonds payable	\$ 2,379,000	\$ 2,655,000
Less deferred amounts:		
Original issue premium	100,320	113,834
Original issue (discount)	<u>(22,074)</u>	<u>(26,882)</u>
Total notes and bonds payable	2,457,246	2,741,952
Capital leases	31,324	75,783
Compensated absences	271,022	244,631
Total	<u>\$ 2,759,592</u>	<u>\$ 3,062,366</u>

The Town's long-term liabilities decreased by \$302,774 during the current fiscal year. This decrease was attributable to repayment of bonds, notes, and capital leases.

Additional information on the Town's long-term liabilities can be found in Notes (8) and (9) on pages 32-33 of this report.

Economic Factors and Next Year's Budgets and Rates

The Town Commission approved a millage rate of 4.5151 for Fiscal Year 2021. The millage rate for Fiscal Year 2020 was 4.5340. The taxable value of real property increased by 2.30% percent for Fiscal Year 2021 and is expected to increase in Fiscal Year 2022.

Other Factors

The Building Department continues to receive permits daily for new home construction, major and minor remodels and pool installations. The number of new homes increased by 25% over FY2020, pool installations decreased 23% by 125%, home renovations decreased by 20% and overall inspection decreased 16%. Building revenue was down 19% over FY2020.

The Town continues to focus on upgrading its roads, stormwater system, parks, and services to the residents of our community. Parking Kiosks were installed at Ryckman Park and Ocean Park for paid parking located at Ryckman Park, Ocean Park, and the dune crossovers. The Police Department purchased one vehicle this year in addition to body cameras and a Taser. They also received COVID Grant Funding to purchase two ATVs and a Message Board Trailer. The Fire Department installed an extractor washer and air dryer to wash their bunker gear. They also received a new extrication tool set funded through the Firehouse Subs Grant. Funds continue to be set aside for the repaving of roads, dune crossovers, and Community Center upgrades. Public Works purchased a Street Sweeper and continues to improve the Town.

Requests for Information

This financial report is designed to provide a general overview of the Town's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Manager, 507 Ocean Avenue, Melbourne Beach, Florida 32951.

TOWN OF MELBOURNE BEACH, FLORIDA
STATEMENT OF NET POSITION - GOVERNMENTAL ACTIVITIES
SEPTEMBER 30, 2021

ASSETS

Cash and cash equivalents	\$ 3,599,952
Investments	455,603
Receivables, net	89,885
Due from other governments	771,558
Prepays	57,713
Capital assets:	
Non-depreciable capital assets	900,880
Other capital assets, net of depreciation	8,175,645
Total assets	<u><u>\$ 14,051,236</u></u>

DEFERRED OUTFLOWS OF RESOURCES

Deferred outflows related to pensions	\$ 444,303
Deferred outflows related to OPEB	7,723
Total deferred outflows of resources	<u><u>\$ 452,026</u></u>

LIABILITIES

Accounts payable	\$ 27,014
Accrued payroll and employee benefits	12,074
Customer deposits	2,843
Unearned revenue	831,721
Accrued interest payable	17,174
Noncurrent liabilities:	
Due within one year:	
Bonds and notes payable	204,000
Capital leases	31,324
Compensated absences	135,511
Due in more than one year:	
Bonds and notes payable	2,253,246
Compensated absences	135,511
Total OPEB liability	45,311
Net pension liability	440,650
Total liabilities	<u><u>\$ 4,136,379</u></u>

DEFERRED INFLOWS OF RESOURCES

Deferred inflows related to pensions	\$ 865,509
Deferred inflows related to OPEB	4,882
Total deferred inflows of resources	<u><u>\$ 870,391</u></u>

NET POSITION

Net investment in capital assets	\$ 6,587,955
Restricted for:	
Debt service	478,825
Capital projects	30,643
Law enforcement	20,257
Fire department	15,833
Ocean Park	12,015
Building department education	2,136
Unrestricted	2,348,828
Total net position	<u><u>\$ 9,496,492</u></u>

The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MELBOURNE BEACH, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2021

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Governmental activities:					
General government	\$ 1,142,131	\$ 24,285	\$ 96,832	\$ -	\$ (1,021,014)
Public safety	1,451,934	401,367	66,290	38,733	(945,544)
Physical environment	410,564	54,824	93,355	45	(262,340)
Culture and recreation	210,989	6,140	-	-	(204,849)
Interest on long-term debt	90,858	-	-	-	(90,858)
Total governmental activities	<u>\$ 3,306,476</u>	<u>\$ 486,616</u>	<u>\$ 256,477</u>	<u>\$ 38,778</u>	<u>(2,524,605)</u>
General revenues:					
Property taxes					2,431,302
Sales and use taxes					334,587
Franchise and utility taxes					256,007
Public service taxes					331,648
Insurance premium taxes					42,470
State revenue sharing					89,973
Investment earnings (loss)					1,370
Miscellaneous revenues					1,533
Total general revenues					<u>3,488,890</u>
Change in net position					964,285
Net position - beginning					8,532,207
Net position - ending					<u>\$ 9,496,492</u>

The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MELBOURNE BEACH, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2021

	General	American Rescue Plan	Debt Service	Capital Projects	Other Nonmajor Governmental	Total Governmental Funds
ASSETS						
Equity in pooled cash and cash equivalents	\$ 2,066,920	\$ 825,907	\$ 495,999	\$ 154,365	\$ 56,761	\$ 3,599,952
Investments	455,603	-	-	-	-	455,603
Receivables, net	89,885	-	-	-	-	89,885
Due from other governments	102,823	-	-	668,040	695	771,558
Due from other funds	36,304	-	-	-	-	36,304
Prepaid items	57,713	-	-	-	-	57,713
Total assets	<u>\$ 2,809,248</u>	<u>\$ 825,907</u>	<u>\$ 495,999</u>	<u>\$ 822,405</u>	<u>\$ 57,456</u>	<u>\$ 5,011,015</u>
LIABILITIES						
Accounts payable	\$ 23,346	\$ -	\$ -	\$ 1	\$ 3,667	\$ 27,014
Accrued liabilities	12,074	-	-	-	-	12,074
Customer deposits	2,843	-	-	-	-	2,843
Unearned revenue	5,814	825,907	-	-	-	831,721
Due to other funds	-	-	-	-	36,304	36,304
Total liabilities	<u>44,077</u>	<u>825,907</u>	<u>-</u>	<u>1</u>	<u>39,971</u>	<u>909,956</u>
FUND BALANCES						
Nonspendable:						
Prepaid items	57,713	-	-	-	-	57,713
Restricted for:						
Debt service	-	-	495,999	-	-	495,999
Historic preservation	-	-	-	8,552	-	8,552
Stormwater construction	-	-	-	519,892	-	519,892
Ocean state park	-	-	-	-	12,015	12,015
Law enforcement education	-	-	-	-	20,257	20,257
Fire department	15,833	-	-	-	-	15,833
Building department education	-	-	-	-	2,136	2,136
Old Town Hall	-	-	-	-	22,091	22,091
Assigned to:						
Capital improvements	-	-	-	293,960	-	293,960
Unassigned	2,691,625	-	-	-	(39,014)	2,652,611
Total fund balances	<u>2,765,171</u>	<u>-</u>	<u>495,999</u>	<u>822,404</u>	<u>17,485</u>	<u>4,101,059</u>
Total liabilities and fund balances	<u>\$ 2,809,248</u>	<u>\$ 825,907</u>	<u>\$ 495,999</u>	<u>\$ 822,405</u>	<u>\$ 57,456</u>	<u>\$ 5,011,015</u>

The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MELBOURNE BEACH, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2021

Fund balances - total governmental funds \$ 4,101,059

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds

Total governmental capital assets	15,660,668	
Less: accumulated depreciation	<u>(6,584,143)</u>	9,076,525

On the governmental fund statements, a net pension liability is not recorded until an amount is due and payable and the pension plan's fiduciary net position is not sufficient for payment of those benefits (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the Town's net pension liability of the defined benefit pension plans is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to pensions are also reported.

Net pension liability	(440,650)	
Deferred outflows related to pensions	444,303	
Deferred inflows related to pensions	<u>(865,509)</u>	(861,856)

On the governmental fund statements, a total OPEB liability is not recorded unless an amount is due and payable (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the Town's total OPEB liability is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to OPEB are also reported.

Total OPEB liability	(45,311)	
Deferred outflows related to OPEB	7,723	
Deferred inflows related to OPEB	<u>(4,882)</u>	(42,470)

Long-term liabilities, including bonds payable and notes payable, are not due and payable in the current period and, therefore, are not reported in the funds. These liabilities and other long-term liabilities consist of the following:

Bonds and notes payable	(2,457,246)	
Capital leases payable	(31,324)	
Accrued interest payable	(17,174)	
Compensated absences	<u>(271,022)</u>	(2,776,766)

Net position of governmental activities	<u><u>\$ 9,496,492</u></u>
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The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MELBOURNE BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2021

	General	American Rescue Plan	Debt Service	Capital Projects	Other Nonmajor Governmental	Total Governmental Funds
Revenues						
Taxes	\$ 2,844,411	\$ -	\$ 441,437	\$ -	\$ -	\$ 3,285,848
Licenses and permits	177,009	-	-	-	3,016	180,025
Intergovernmental	458,474	-	-	-	-	458,474
Charges for services	71,844	-	-	-	132,980	204,824
Fines and forfeitures	98,403	-	-	-	569	98,972
Interest revenues (loss)	1,370	-	-	-	-	1,370
Miscellaneous	14,285	-	-	195	3,822	18,302
Total revenues	3,665,796	-	441,437	195	140,387	4,247,815
Expenditures						
Current:						
General government	816,847	-	-	-	-	816,847
Public safety	1,483,605	-	-	-	388	1,483,993
Parks and recreation	58,607	-	-	-	56,611	115,218
Physical environment	277,926	-	-	281	82,852	361,059
Capital outlay	222,780	-	-	730,349	10,817	963,946
Debt service						
Principal	44,459	-	276,000	-	-	320,459
Interest and fiscal charges	4,002	-	116,537	-	-	120,539
Debt issuance costs	-	-	2,748	-	-	2,748
Total expenditures	2,908,226	-	395,285	730,630	150,668	4,184,809
Excess (deficiency) of revenues over expenditures	757,570	-	46,152	(730,435)	(10,281)	63,006
Other financing sources (uses)						
Transfers in	1,500	-	120,300	480,415	2,929	605,144
Transfers out	(550,715)	-	-	(3,000)	(51,429)	(605,144)
Total other financing sources (uses)	(549,215)	-	120,300	477,415	(48,500)	-
Net change in fund balances	208,355	-	166,452	(253,020)	(58,781)	63,006
Fund balances, beginning of year	2,556,816	-	329,547	1,075,424	76,266	4,038,053
Fund balances, end of year	\$ 2,765,171	\$ -	\$ 495,999	\$ 822,404	\$ 17,485	\$ 4,101,059

The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MELBOURNE BEACH, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2021

Net change in fund balances - total governmental funds	\$ 63,006
Differences in amounts reported for governmental activities in the statement of activities are:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.	
Capital outlay expenditures	963,946
Depreciation expense	(556,595)
Bond and loan proceeds are reported as financing sources in the governmental funds. However, the issuance of debt is reported as long-term debt payable in the statement of net position. Repayment of bond and note principal is an expenditure in the governmental funds, but the repayment of debt principal reduces long-term liabilities in the statement of net position. These amounts are as follows:	
Principal repayment of general long-term debt	320,459
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the fund statements:	
Collection of grant receivable reported as deferred inflow in prior year	(7,738)
Donations of capital assets	33,180
Governmental funds report contributions to defined benefit pension plans as expenditures. However, in the Statement of Activities, the amount contributed to defined benefit pension plans reduces future net pension liability. Also included in pension expense in the Statement of Activities are amounts required to be amortized.	
Change in net pension liability and deferred inflows/outflows related to pensions	148,442
Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. These adjustments are as follows:	
Change in accrued interest on long-term debt	32,429
Change in net OPEB obligation	(6,453)
Change in compensated absences liability	(26,391)
Change in net position of governmental activities	\$ 964,285

The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MELBOURNE BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 2,725,512	\$ 2,725,512	\$ 2,844,411	\$ 118,899
Licenses and permits	174,875	174,875	177,009	2,134
Intergovernmental	351,400	412,502	458,474	45,972
Charges for services	71,970	71,970	71,844	(126)
Fines and forfeitures	11,425	11,425	98,403	86,978
Interest revenues	7,400	7,400	1,370	(6,030)
Miscellaneous	9,950	19,502	14,285	(5,217)
Total revenues	<u>3,352,532</u>	<u>3,423,186</u>	<u>3,665,796</u>	<u>242,610</u>
Expenditures				
Current:				
General Government:				
Legislative	129,477	118,627	109,029	9,598
Executive	165,551	167,551	167,457	94
Finance	115,161	115,161	112,435	2,726
Legal	98,250	98,250	75,749	22,501
Grants & special projects	28,000	28,000	16,398	11,602
Contingency and other	513,332	550,584	398,808	151,776
Public Safety:				
Police	1,177,071	1,217,260	1,209,317	7,943
Fire	331,813	312,002	270,717	41,285
Building	219,574	219,574	166,995	52,579
Code enforcement	18,017	18,017	17,159	858
Parks and recreation	79,644	101,494	72,626	28,868
Physical environment	305,177	305,177	291,536	13,641
Total expenditures	<u>3,181,067</u>	<u>3,251,697</u>	<u>2,908,226</u>	<u>343,471</u>
Excess (deficiency) of revenues over expenditures	<u>171,465</u>	<u>171,489</u>	<u>757,570</u>	<u>586,081</u>
Other financing sources (uses)				
Transfers in	18,000	1,500	1,500	-
Transfers out	(194,668)	(550,715)	(550,715)	-
Total other financing sources (uses)	<u>(176,668)</u>	<u>(549,215)</u>	<u>(549,215)</u>	<u>-</u>
Net change in fund balances	<u>(5,203)</u>	<u>(377,726)</u>	<u>208,355</u>	<u>586,081</u>
Fund balances, beginning of year	2,556,816	2,556,816	2,556,816	-
Fund balances, end of year	<u>\$ 2,551,613</u>	<u>\$ 2,179,090</u>	<u>\$ 2,765,171</u>	<u>\$ 586,081</u>

The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MELBOURNE BEACH, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2021

	Municipal Police Officers' Retirement Trust Fund
ASSETS	
Cash and cash equivalents with trustee	\$ 63,446
Investments, at fair value	
Mutual and pooled funds	4,631,719
Total assets	<u>\$ 4,695,165</u>
LIABILITIES	
Prepaid employer contributions	<u>\$ 1,375</u>
NET POSITION	
Restricted for pensions	<u>\$ 4,693,790</u>

The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MELBOURNE BEACH, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Municipal Police Officers' Retirement Trust Fund
Additions	
Contributions:	
Employer	\$ 252,549
Plan members	28,185
State - insurance premium taxes	42,470
Total contributions	<u>323,204</u>
Investment earnings:	
Interest and dividends	137,601
Net appreciation (depreciation) in fair value of investments	774,283
Total investment earnings	<u>911,884</u>
Less: investment expense	(20,500)
Net investment income (loss)	<u>891,384</u>
Total additions	<u>1,214,588</u>
Deductions	
Benefit payments	270,233
Administrative expenses	18,688
Total deductions	<u>288,921</u>
Change in net position	<u>925,667</u>
Net position restricted for pensions, beginning of year	3,768,123
Net position restricted for pensions, end of year	<u><u>\$ 4,693,790</u></u>

The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(1) Summary of Significant Accounting Policies:

The financial statements of the Town of Melbourne Beach, Florida (the Town), have been prepared in accordance with accounting principles generally accepted in the United States of America as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted body for promulgating governmental accounting and financial reporting principles. The following is a summary of the Town's significant accounting policies:

(a) **Reporting entity**—The Town is a municipal corporation created by the Laws of Florida, located in Brevard County. The Town was originally incorporated under the general Laws of Florida in 1923, and adopted its first charter in November 1973, under the provisions of Chapter 9833, Laws of Florida, Acts of 1923. The legislative branch of the Town is composed of an elected five-member Town Commission consisting of the Mayor and four commissioners. The Town Commission is governed by the Town Charter and by state and local laws and regulations. The Town Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed Town Manager.

The accompanying financial statements present the financial position, results of operations, and cash flows of the applicable funds governed by the Town Commission of the Town, the reporting entity of government for which the Town Commission is considered to be financially accountable. In evaluating the Town as a reporting entity, management has addressed all potential component units that may or may not fall within the Town's oversight and control, and thus, be included in the Town's financial statements. No such entities or component units have been identified.

(b) **Government-wide and fund financial statements**—The basic financial statements include both government-wide (based on the Town as a whole) and fund financial statements. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as either governmental or business-type. In the government-wide statement of net position, the governmental activities are presented on a consolidated basis and are reflected, on a full accrual, economic resource basis, which incorporates long term assets and receivables as well as long term debt and obligations. The Town has no business-type activities.

The government-wide statement of activities reflects both the gross and net costs per functional category (public safety, physical environment, etc.), which are otherwise being supported by general government revenues (property, sales taxes, certain intergovernmental revenues, etc.). The statement of activities reduces gross expenses (including depreciation) by the related program revenues, operating and capital grants. The program revenues must be directly associated with the function or a business-type activity. The operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

The net cost (by function) is normally covered by general revenue (property, sales taxes, intergovernmental revenues, interest income, etc.). This government-wide focus is more on the sustainability of the Town as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The fund financial statements emphasize the major funds of the Town.

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(1) **Summary of Significant Accounting Policies:** (Continued)

The governmental funds' major fund statements in the fund financial statements are presented on a current financial resource and modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. This presentation is deemed most appropriate to demonstrate legal compliance and demonstrate how the Town's actual experience conforms to the budgeted fiscal plan. Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statement, a reconciliation is presented on the page following the Governmental Funds – Balance Sheet and the Governmental Funds – Statement of Revenues, Expenditures, and Changes in Fund Balances, which briefly explains the adjustments necessary to transform the fund-based financial statements into the government-wide presentation.

The Town's fiduciary fund is presented in the fund financial statements by type (pension). Since, by definition, these assets are being held for the benefit of a third party (other local governments, private parties, pension participants, etc.) and cannot be used to address activities or obligations of the government, these funds are not incorporated into the government-wide statements.

As a general rule, the effect of interfund Town activities has been eliminated from the government-wide financial statements.

(c) **Measurement focus and basis of accounting**—The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using *the current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and pensions, are recorded only when payment is due.

Taxes, intergovernmental revenue, licenses and permits, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. All other revenue items are considered to be measurable and available only when cash is received by the government.

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(1) **Summary of Significant Accounting Policies:** (Continued)

(d) **Financial statement presentation**—The financial transactions of the Town are recorded in individual funds. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, deferred outflows, liabilities, deferred inflows, fund equity, revenues and expenditures/expenses. The various funds are reported by generic classification within the financial statements.

The GASB Codification sets forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of all funds combined) for the determination of major funds.

The Town reports the following major governmental funds:

The **General Fund** accounts for all financial transactions not accounted for in other funds. The majority of current operating expenditures of the Town are financed through revenues received by the General Fund.

The **Debt Service Fund** is used to account for the accumulation of resources for, and payment of, general long-term debt principal, interest, and related costs. This fund type is used to provide for the debt service requirements of the Town's governmental long-term debt. The Town operates multiple debt service funds that account for all general fund debt service expenses.

The **Capital Projects Fund** is used to account for financial resources that are restricted, committed, or assigned to expenditure for capital outlay, including the acquisition or construction of capital facilities or other capital assets. The Town operates multiple capital projects funds that account for all general fund capital outlay expenses.

The **American Rescue Plan Fund** is a special revenue fund used to account for revenues and expenditures funded by the American Rescue Plan Act of 2021.

Additionally, the Town reports the following fiduciary fund:

The **Municipal Police Officer's Retirement Trust Fund** accounts for the financial activities of the Police Officers' Retirement Trust Fund, which accumulates financial resources to pay pension benefits to qualified police officers.

(e) **Budgets and budgetary accounting**—Annual budgets for all governmental funds were adopted in compliance with Florida law. The basis on which the budgets are prepared is consistent with the basis of accounting utilized by the various fund types. The governmental funds' budgets are prepared on the modified accrual basis of accounting. The Town uses the following procedures in establishing the budgetary data reflected in the accompanying financial statements:

- i. Prior to September 1st, the Town Manager submits a preliminary budget to the Town Commission for the ensuing fiscal year.
- ii. Budget workshop sessions are scheduled by the Town Commission, as needed.

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(1) **Summary of Significant Accounting Policies:** (Continued)

- iii. A general summary of the budget and notice of public hearing is published in a local newspaper.
- iv. Prior to October 1st, the budget is legally enacted through passage of a resolution.
- v. The Town Commission, by resolution, may make supplemental appropriations in excess of those estimated for the year up to the amount of available revenue. Prior to the end of the fiscal year, supplemental appropriations are made for unanticipated spending requirements by the Commission.
- vi. The Town Manager may make transfers within a department as long as the total budget for the department is not increased. Transfers of appropriations between departments require the approval of the Commission. The Town's Ordinance establishes the level at which expenditures may not exceed appropriations at the department level.
- vii. Every appropriation lapses at the close of the fiscal year.

The budgets for governmental funds that were either adopted or amended during the year by the Town Commission were prepared using the modified accrual basis of accounting in accordance with generally accepted accounting principles. Each of the Town's governmental funds have legally adopted budgets.

(f) **Use of estimates**—Management uses estimates and assumptions in preparing 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 revenue and expenses. Actual results could vary from the estimates assumed in preparing the financial statements.

(g) **Deposits and investments**—The Town's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Investments are recorded at fair value in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. Accordingly, the change in fair value of investments is recognized as an increase or decrease to investment assets and investment income.

(h) **Receivables and payables**—Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

All trade and property tax receivables are reported net of an allowance for uncollectible accounts, which is based upon management's analysis of historical trends. All unpaid property taxes receivable at year end are at least 180 days past due, at which time the applicable property is subject to lien, and penalties and interest are assessed; therefore, these amounts are fully allowed for an no provision for taxes receivable has been made on the Town's financial statements.

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(1) **Summary of Significant Accounting Policies:** (Continued)

(i) **Capital assets**—Capital assets include property, plant, equipment and infrastructure assets. The terms general capital assets and general infrastructure assets relate only to the assets associated with governmental activities, whereas the terms capital assets and infrastructure assets relate to all such assets belonging to the Town.

Capital assets are defined by the Town as assets with an initial individual cost of \$1,000 or more and an estimated useful life of more than one year. Such assets are recorded at historical cost, if purchased or constructed. Contributed assets, including donations and easements or other intangible rights of use, are recorded at fair market value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are only capitalized if they meet the dollar threshold above for capitalization. Maintenance and repairs of capital assets are charged to operating expenses.

Depreciation is reported for the primary government using the straight-line method calculated on a service-life basis to amortize the cost of the asset over their estimated economic useful lives, which are as follows:

<u>Assets</u>	<u>Years</u>
Building Improvements	7-30 years
Buildings	25-40 years
Equipment	3-18 years
Infrastructure	20-50 years
Leased Property	3-12 years
Vehicles	5-15 years

(j) **Compensated absences**—It is the Town's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation and a portion of sick pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

(k) **Long-term obligations**—In the government-wide financial statements, long-term debt obligations are reported as liabilities, net of any outstanding premiums or discounts. Debt issuance costs are expensed when paid.

(l) **Deferred outflows/inflows of resources**—In addition to assets, the statement of financial position will, if required, report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. Currently, this category consisted of deferred amounts related to pension, as discussed further in Note (10), and OPEB, as discussed further in Note (11).

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. Currently, this category consisted of deferred amounts related to pension, as discussed further in Note (10), and OPEB, as discussed further in Note (11).

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(1) **Summary of Significant Accounting Policies:** (Continued)

(m) **Fund equity**—In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Those classifications are as follows:

Nonspendable – The nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash such as inventories and prepaid amounts. It also includes the long-term amount of loans and notes receivable, as well as property held for sale unless the use of the proceeds from the collection of those receivables or from the sale of those properties is restricted, committed, or assigned.

Restricted – Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation (i.e. when the government assesses, levies, charges, or otherwise mandates payment of resources from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation.

Committed – Fund balance amounts that can only be used for specific purposes pursuant to constraints imposed by ordinance of the Town Commission are reported as committed fund balance. Those committed amounts cannot be used for any other purpose unless the Town removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.

Assigned – Fund balance amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed, are reported as assigned fund balance, except for stabilization arrangements. Assignments can be made by the Town Commission or the Town Manager.

Unassigned – Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund.

For spendable resources, is the Town’s policy to use its resources in the following order as needed to fund expenses: restricted, committed, assigned, unrestricted.

(n) **Impact fees**—The Town has not adopted any ordinances or resolutions to levy impact fees in accordance with Section 163.31801, Florida Statutes.

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(2) Reconciliation of Government-Wide and Fund Financial Statement:

(a) **Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position**—Following the governmental fund balance sheet is a reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the government-wide statement of net position. A detailed explanation of these differences is provided in this reconciliation.

(b) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities**—Following the governmental fund statement of revenues, expenditures, and changes in fund balances, there is a reconciliation between net changes in fund balances - total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. A detailed explanation of these differences is provided in this reconciliation.

(3) Property Tax Calendar:

Under Florida law, the assessment of all properties and collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser. State laws regulating tax assessment are designed to ensure a consistent property valuation method statewide and permit municipalities to levy property taxes at a rate of up to 10 mills. For the fiscal year ended September 30, 2021, the millage rate assessed by the Town was 4.515 per \$1,000.

All property is assessed according to its fair market value on January 1 of each year. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all of the appropriate requirements of State statutes.

The current year taxes for the fiscal year, beginning October 1, are billed in the month of November and are due no later than March 31. On April 1, all unpaid amounts become delinquent and are subject to interest and penalties.

Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January, 1% in the month of February, and without discount in March.

The Town recognizes property tax revenues on an accrual basis. Delinquent taxes on real property bear interest of 18% per year. On or prior to June 1 following the tax year, certificates are sold for all delinquent taxes on real property. After sale, tax certificates bear interest of 18% per year or any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years. The Town tax calendar is as follows:

Valuation Date:	January 1, 2020
Preliminary Tax Roll Date:	July 1, 2020
Commission Tax Rate Hearings:	September 2020
Levy Date:	November 1, 2020
Due Date:	March 31, 2021
Lien Date:	June 1, 2021

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(4) Deposits and Investments:

The Town, for accounting and investment purposes, maintains a pooled noninterest-bearing banking account for substantially all Town funds. Additional accounts are held for various other purposes, or to segregate cash balances for amounts which are restricted or held on behalf of others.

State statutes authorize the Town to invest excess funds in time deposits, obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States Government, commercial paper, corporate bonds, repurchase agreements and/or the State Board of Administration (SBA) Local-Government Surplus Trust Fund Investment Pool or other investment vehicles authorized by local ordinance.

As of September 30, 2021, all Town deposits were covered by private bank acquired insurance, Securities Investor Protection Corporation (SIPC) insurance, private broker/dealer acquired insurance, Federal Depository Insurance Corporation (FDIC) insurance, and/or the State of Florida collateral pool established under the Florida Security for Public Deposits Act (the Act). The Act established guidelines for qualification and participation by banks and savings associations, procedures for administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the qualified depository must pledge at least 50% of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to 125% may be required if deemed necessary.

Obligations pledged to secure deposits must be delivered to the State Treasurer, or with the approval of the State Treasurer to a bank, savings association, or trust company provided a power of attorney is delivered to the Treasurer. Under the Act, the Town is authorized to deposit funds only in Qualified Public Depositories.

The Town is a member of Florida PRIME, the Local Government Surplus Funds Trust Fund Investment Pool (the Pool), that is administered by the State Board of Administration of Florida (SBA). This pool is a "2a-7 like" pool, which has the characteristics of a money market fund. Therefore, the fair value of investments held at the State Board of Administration Pool is the same as the fair value of the pooled shares. The Regulatory Oversight of the Local Government Surplus Funds Trust fund is governed by Ch. 19-7 of the Florida Administrative Code, which identifies the Rules for the State Board of Administration. These rules provide guidance and establish the general procedure for the administration of the Local Government Surplus Funds Trust Fund. The Local Government Surplus Trust Fund is not a registrant with the Securities and Exchange Commission (SEC); however, the Board has adopted operating procedure consistent with the requirements for a 2a-7 fund. As of September 30, 2021, the investment pool had a weighted average of 49 days to maturity.

The Town held no assets or investments carried at fair value at September 30, 2021, and subject to the required disclosures of GASB 72.

Town Investment Portfolio

As of September 30, 2021, the Town's governmental investment portfolio is composed of the following investments:

Investment Type	Credit Quality Rating (S&P)	Carrying Value	Maturities (in Years)		
			Less Than 1	1-5	Over 5
SBA funds	AAAm	\$ 455,603	\$ 455,603	\$ -	\$ -

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(4) Deposits and Investments: (Continued)

Interest Rate Risk: The Town limits its exposure to fair value losses arising from increases in interest rates by limiting the investment of its operating funds in investments with maturities of less than one year. Substantially all of the Town's surplus funds are invested in the Local Government Surplus Trust Fund. Investments held in the Town's Police Officer's Retirement Trust Fund are generally held to maturity to provide a stable investment interest rate platform which is vital to the projection of actuarial pension costs in the future. Interest rate risk exists when there is a possibility that changes in interest rates could adversely affect an investment's fair value. The Town's bank deposits are held in noninterest-bearing accounts.

Credit Risk: Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The Town's portfolio is held entirely with public depositories and is invested in SBA funds, as described above.

Concentration of Credit Risk: In addition to describing the credit risk of investments in the portfolio, governmental entities will need to disclose the concentration of credit risk with a single issuer, if 5 or more percent of the total assets of the portfolio are invested with one issuer. The Town's policy limits certain type of investments to no more than 5% of the total portfolio. Investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools and other pooled investments are excluded from the concentration of credit risk disclosure requirements.

Custodial Credit Risk: All demand deposits are held with qualified public depositories, as defined above. In the case of investments, this is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. As of September 30, 2021, the Town's investment of \$455,603 in SBA funds are backed by the full faith and credit of the State of Florida, or explicitly guaranteed by the State of Florida.

Municipal Police Officers' Retirement Trust Fund Investment Portfolio

The Municipal Police Officers' Retirement Trust Fund has adopted an investment policy which authorizes the pension manager to invest in equities, fixed income investments, money market funds, and pooled funds.

The Plan is subject to using fair value measurement guidelines established by GASB Statement No. 72. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1:* Quoted prices for identical investments in active markets;
- *Level 2:* Observable inputs other than quoted market prices; and,
- *Level 3:* Unobservable inputs.

The following chart shows the Municipal Police Officers' Retirement Trust Fund investment accounts by investment portfolios and their respective maturities (in years) and fair value measurement levels:

Investment Type	Carrying Value	Maturities (in years) Less Than 1	Credit Rating Range (S&P)	Fair Value Hierarchy Classification
Mutual funds – fixed income	\$ 1,401,958	\$ 1,401,958	NR	Level 1
Mutual funds – equity	3,229,761	3,229,761	NR	Level 1
Total Portfolio	<u>\$ 4,631,719</u>	<u>\$ 4,631,719</u>		

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(4) Deposits and Investments: (Continued)

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of investments. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. The established performance objectives of the Pension Plan require investment maturities to provide sufficient liquidity to pay obligations as they become due. At September 30, 2021, all investments were held in cash or other assets that could be liquidated at any time.

Credit Risk: Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The Pension Plan utilizes portfolio diversification in order to limit investments to the highest rated securities as rated by nationally recognized rating agencies. All investments are rated within the investment policy guidelines at September 30, 2021.

Concentration of Credit Risk: Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. The Police Officer's Retirement Trust Fund policy does not allow more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company. At September 30, 2021, the investment portfolios met these limitations.

Custodial Credit Risk: Custodial credit risk is the risk that the Town may not recover cash and investments held by another party in the event of financial failure. Custodial credit risk is limited since investments are held in independent custodial safekeeping accounts or mutual funds.

Foreign Currency Risk: Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. At September 30, 2021, the investment portfolio had no foreign investments.

(5) Accounts Receivable:

The Town's receivables consists of \$89,885 at September 30, 2021, all of which was included in the general fund and governmental activities. There was no allowance for doubtful accounts at September 30, 2021.

In addition to accounts receivable, the Town also recorded \$771,558 in due from other governments at September 30, 2021 of which \$668,735 relates to Federal and State reimbursements related to Hurricanes Matthew and Irma, both of which impacted the Town in fiscal year 2017. These amounts reflect management's best estimate of recoveries based on costs incurred and approved project worksheets, and are subject to change pending adjustments made by the respective Federal and/or State agencies.

(6) Interfund Loans, Advances, Fees and Transfers:

The outstanding balances between funds are short-term loans to cover short-term cash flow needs and expected to be repaid in full over the course of the next fiscal year. Individual fund interfund receivables and payables for the primary government at September 30, 2021, are comprised of the following:

	<u>Due From Other Funds</u>	<u>Due to Other Funds</u>
Governmental Activities:		
Stormwater Fund:		
General Fund	\$ 36,304	\$ -
General Fund:		
Stormwater Fund	-	36,304
Total – All Funds	<u>\$ 36,304</u>	<u>\$ 36,304</u>

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(6) **Interfund Loans, Advances, Fees and Transfers:** (Continued)

For the year ended September 30, 2021, interfund transfers consisted of the following:

Transfers Out:					
	General Fund	Storm- water	Capital Projects	LE Forfeiture	Total
Transfers In:					
General Fund	\$ -	\$ -	\$ 1,500	\$ -	\$ 1,500
Ocean Park	-	-	1,500	-	1,500
Debt Service	120,300	-	-	-	120,300
Capital Projects	430,415	50,000	-	-	480,415
Police Donations	-	-	-	1,429	1,429
Total	<u>\$ 550,715</u>	<u>\$ 50,000</u>	<u>\$ 3,000</u>	<u>\$ 1,429</u>	<u>\$ 605,144</u>

The transfer from the general fund to the debt service fund represents the requirements for debt service. The transfers from the general fund and the stormwater utility fund to the capital projects fund represent capital expenditures paid for by those respective funds. The transfer from the LE forfeiture fund to the police donations fund was for the closing out of the LE forfeiture fund.

(7) **Capital Assets:**

Capital asset activity for the fiscal year ended September 30, 2021, is as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets, not being depreciated –				
Land	\$ 897,742	\$ -	\$ -	\$ 897,742
Construction in progress	-	3,138	-	3,138
Total capital assets, not being depreciated	<u>897,742</u>	<u>3,138</u>	<u>-</u>	<u>900,880</u>
Capital assets, being depreciated –				
Buildings and improvements	4,636,936	72,595	-	4,709,531
Equipment	2,251,888	218,244	-	2,470,132
Infrastructure	6,876,976	703,149	-	7,580,125
Total capital assets, being depreciated	<u>13,765,800</u>	<u>993,988</u>	<u>-</u>	<u>14,759,788</u>
Less: accumulated depreciation	<u>(6,027,548)</u>	<u>(556,595)</u>	<u>-</u>	<u>(6,584,143)</u>
Total capital assets, being depreciated, net	<u>7,738,252</u>	<u>437,393</u>	<u>-</u>	<u>8,175,645</u>
Governmental activities capital assets, net	<u>\$ 8,635,994</u>	<u>\$ 440,531</u>	<u>\$ -</u>	<u>\$ 9,076,525</u>

Depreciation expense was charged to functions/programs as follows:

Governmental activities:	
General governmental	\$ 292,440
Public safety	116,383
Physical environment	52,001
Culture and recreation	95,771
Total depreciation expense - governmental activities	<u>\$ 556,595</u>

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(8) Capital Leases:

The Town has entered into certain lease agreements as a lessee for financing the acquisition of certain vehicles. The lease agreements qualify as capital leases for accounting purposes, and therefore, have been recorded at the present value of their future minimum lease payments as of the inception date. The assets acquired through capital leases are as follows:

Asset:	
Equipment	\$ 698,307
Accumulated depreciation	(603,608)
Net book value of leased assets	<u>\$ 94,699</u>

Depreciation expense on these assets for the year ended September 30, 2021 was \$46,726. The future minimum lease obligations and the net present value of these minimum lease payments were as follows:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 31,324	\$ 1,676	\$ 33,000
Total	<u>\$ 31,324</u>	<u>\$ 1,676</u>	<u>\$ 33,000</u>

(9) Long-Term Debt:

Notes and bonds payable at September 30, 2021, are comprised of the following obligations:

Series 2017 Florida Municipal Loan Council Revenue Refunding Bonds, dated September 20, 2017, originally issued to partially defease the Florida Municipal Loan Council Revenue Bonds, Series 2005B, due in payments of principal plus interest ranging from 3.00% to 5.00% semiannually on April 1 and October 1 each year until final maturity on October 1, 2029. \$ 755,000

Series 2009 Stormwater Improvement note payable, dated August 20, 2009, due in payments of principal plus interest at 4.23% semiannually on January 1 and July 1 through July 1, 2028. Repayment of loan balance is secured by a pledge of real property ad valorem tax revenues assessed at 0.9999 mills on all property within the Town. 1,624,000

Total long-term debt, governmental activities \$ 2,379,000

Annual debt service requirements to maturity for the Town's notes and bonds payable are as follows:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 204,000	\$ 106,245	\$ 310,245
2023	298,000	93,491	391,491
2024	307,000	80,231	387,231
2025	321,000	66,466	387,466
2026	331,000	52,194	383,194
2027-2031	918,000	67,207	985,207
Total	<u>\$ 2,379,000</u>	<u>\$ 465,834</u>	<u>\$ 2,844,834</u>

For the fiscal year ended September 30, 2021, a summary of the long-term liability transactions for the Town is as follows:

TOWN OF MELBOURNE BEACH, FLORIDA
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SEPTEMBER 30, 2021

(9) **Long-Term Debt:** (Continued)

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Governmental activities:					
Notes and bonds payable	\$ 2,655,000	\$ -	\$ (276,000)	\$ 2,379,000	\$ 204,000
Less deferred amounts:					
Original issue premium	113,834	-	(13,514)	100,320	-
Original issue (discount)	(26,882)	-	4,808	(22,074)	-
Total notes and bonds payable	2,741,952	-	(284,706)	2,457,246	204,000
Capital leases	75,783	-	(44,459)	31,324	31,324
Compensated absences	244,631	121,297	(94,906)	271,022	135,511
Governmental activities – Total long-term liabilities	<u>\$ 3,062,366</u>	<u>\$ 121,297</u>	<u>\$ (424,071)</u>	<u>\$ 2,759,592</u>	<u>\$ 370,835</u>

(10) **Employees' Retirement Plans:**

A. Deferred Compensation Plan

The Town offers employees' participation in an unqualified deferred compensation plan created in accordance with Internal Revenue Code Section 457 to receive employee contributions, which is administered by Nationwide Retirement Solutions, P.O. Box 182797, Columbus, OH, 43218-2797. Annual contributions are limited to the amount allowed by federal tax laws. Employees immediately vest in the elective deferral contributions made to the 457 plan. The Town may also contribute to the plan for participants; these contributions vest at the time such contributions are made to the plan. For the year ended September 30, 2021, employee contributions were \$12,944 and employer contributions were \$10,806 to the 457 plan.

B. Florida Retirement System

Plan Description and Administration

The Town participates in the Florida Retirement System (FRS), a multiple-employer, cost sharing defined public employee retirement system which covers all of the Town's full-time employees. The System is administered by the State of Florida, Department of Administration, Division of Retirement to provide retirement and survivor benefits to participating public employees. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. The FRS is a single retirement system administered by the Department of Management Services, Division of Retirement, and consists of two cost-sharing, multiple-employer retirement plans and other nonintegrated programs. These include a defined-benefit pension plan (Plan), with a Deferred Retirement Option Program (DROP), and a defined-contribution plan, referred to as the FRS Investment Plan (Investment Plan).

In addition, all regular employees of the Town are eligible to enroll as members of the Retiree Health Insurance Subsidy (HIS) Program. The HIS is a cost-sharing, multiple-employer defined benefit pension plan established and administered in accordance with section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. For the fiscal year ended September 30, 2021, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of service credited at retirement multiplied by \$5. The minimum payment is \$30 and the maximum payment is \$150 per month, pursuant to section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(10) Employees' Retirement Plans: (Continued)

Benefits Provided and Employees Covered

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Members of both Plans may include up to four years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments. Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement plan and/or class to which the member belonged when the service credit was earned.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

Employees may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. Employer and employee contributions are defined by law, but the ultimate benefit depends in part on the performance of investment funds. The Investment Plan is funded by employer and employee contributions that are based on salary and membership class (Regular, DROP, etc.). Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Employees in the Investment Plan vest at one year of service.

Financial Statements

Financial statements and other supplementary information of the FRS are included in the State's Comprehensive Annual Financial Report, which is available from the Florida Department of Financial Services, Bureau of Financial Reporting Statewide Financial Reporting Section by mail at 200 E. Gaines Street, Tallahassee, Florida 32399-0364; by telephone at (850) 413-5511; or at the Department's Web site (www.myfloridacfo.com). An annual report on the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from:

Florida Department of Management Services
Division of Retirement, Research and Education Services
P.O. Box 9000
Tallahassee, FL 32315-9000
850-488-5706 or toll free at 877-377-1737

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(10) **Employees' Retirement Plans:** (Continued)

Contributions

The Town participates in certain classes of FRS membership. Each class has descriptions and contribution rates in effect during the year ended September 30, 2021, as follows (contribution rates are in agreement with the actuarially determined rates):

<u>FRS Membership Plan & Class</u>	<u>Through June 30, 2021</u>	<u>After June 30, 2021</u>
Regular Class	10.00%	10.82%

Current-year employer HIS contributions were made at a rate of 1.66% of covered payroll, which are included in the above rates.

For the plan year ended June 30, 2021, actual contributions made for Council employees participating in FRS and HIS were as follows:

Town Contributions – FRS	\$ 28,298
Town Contributions – HIS	6,976
Employee Contributions – FRS	12,607

Net Pension Liability, Pension Expense, and Deferred Outflows and Inflows of Resources Related to Pensions

At September 30, 2021, the Town reported a liability related to FRS and HIS as follows:

<u>Plan</u>	<u>Net Pension Liability</u>
FRS	\$ 56,112
HIS	145,581
Total	<u>\$ 201,693</u>

The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Town's proportion of the net pension liability was based on a projection of the Town's long-term share of contributions to the pension plan relative to the projected contributions of all participating governmental entities, as actuarially determined. At June 30, 2021 and June 30, 2020, the Town's proportionate share of the FRS and HIS net pension liabilities were as follows:

<u>Plan</u>	<u>2021</u>	<u>2020</u>
FRS	0.000742826%	0.000682987%
HIS	0.001186821%	0.001308514%

For the plan year ended June 30, 2021, pension expense was recognized related to the FRS and HIS plans as follows:

FRS	\$ 7,428
HIS	14,185
Total	<u>\$ 21,613</u>

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(10) **Employees' Retirement Plans:** (Continued)

Deferred outflows/inflows related to pensions:

At September 30, 2021, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	FRS		HIS	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 9,618	\$ -	\$ 4,872	\$ (61)
Changes of assumptions	38,395	-	11,439	(5,998)
Net difference between projected and actual investment earnings	-	(195,761)	152	-
Change in Town's proportionate share	31,364	(1,367)	16,119	(14,078)
Contributions subsequent to measurement date	8,433	-	1,831	-
	<u>\$ 87,810</u>	<u>\$ (197,128)</u>	<u>\$ 34,413</u>	<u>\$ (20,137)</u>

The above amounts for deferred outflows of resources for contributions related to pensions resulting from Town contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the year ended September 30, 2022. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions being amortized for a period of greater than one year will be recognized in pension expense in succeeding years as follows:

	FRS	HIS	Total
2022	\$ (18,680)	\$ 4,970	\$ (13,710)
2023	(22,386)	1,105	(21,281)
2024	(32,993)	2,326	(30,667)
2025	(46,307)	3,340	(42,967)
2026	2,615	1,014	3,629
Thereafter	-	(310)	(310)
Total	<u>\$ (117,751)</u>	<u>\$ 12,445</u>	<u>\$ (105,306)</u>

Actuarial assumptions:

The actuarial assumptions for both defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS was completed in 2019 for the period July 1, 2013, through June 30, 2018. Because HIS is funded on a pay-as-you-go basis, no experience study has been completed.

The total pension liability for each of the defined benefit plans was determined by an actuarial valuation, using the entry age normal actuarial cost method. Inflation increases for both plans is assumed at 2.40%. Payroll growth, including inflation, for both plans is assumed at 3.25%. Both the discount rate and the long-term expected rate of return used for FRS investments is 6.80%. This rate did not change from the prior year rate. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because HIS Program uses a pay-as-you-go funding structure, a municipal bond rate of 2.16% was used to determine the total pension for the program. This rate decreased from the prior year rate, which was 2.21%. Mortality assumptions for both plans were based on the PUB-2010 base table varies by member category and sex, projected generationally with Scale MP-2018 details.

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(10) **Employees' Retirement Plans:** (Continued)

Long-term expected rate of return:

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in October 2021, the FRS Actuarial Assumptions conference reviewed long-term assumptions developed by both Milliman's capital market assumptions team and by a capital market assumptions team from Aon Hewitt Investment Consulting, which consults to the Florida State Board of Administration. The table below shows Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

Asset Class	Target Allocation	Annual Arithmetic Expected Rate of Return
Cash	1.0%	2.1%
Fixed income	20.0%	3.8%
Global equities	54.2%	8.2%
Real estate	10.3%	7.1%
Private equity	10.8%	11.7%
Strategic investments	3.7%	5.7%
Total	100.0%	

Sensitivity of the net pension liability to changes in the discount rate:

The following presents the proportionate shares of the FRS and HIS net pension liability of the Town calculated using the current discount rates, as well as what the Town's net pension liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

Plan	Current Discount Rate	NPL with 1% Decrease	NPL at Current Discount Rate	NPL with 1% Increase
FRS	6.80%	\$ 250,937	\$ 56,112	\$ (106,740)
HIS	2.16%	168,306	145,581	126,964

C. Municipal Police Officers' Retirement Trust Fund

The Town maintains a separate single-employer defined benefit pension plan for Police officers.

Plan Description and Administration

All full-time police officers are eligible to participate in the Police Officers' Pension Plan (the Plan). This is a single employer, defined benefit pension plan. Benefit provisions and other requirements of the plan are established by Florida Statutes and Town Ordinance 2012-02. It is accounted for as a retirement trust fund and reported on herein as part of the Town's reporting entity. The plan is administered through its own Board of Trustees. Pension plan data is provided from an actuarial report as of October 1, 2021.

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(10) **Employees' Retirement Plans:** (Continued)

Benefits Provided and Employees Covered

The Plan provides retirement, disability and death benefits to plan participants and beneficiaries. No cost of living adjustment is provided to retirees and beneficiaries. The Plan's Board of Trustees has contracted with an actuary to provide an actuarial valuation of each plan as of October 1 of every other year. Current membership in the Plan was composed of the following at October 1, 2021:

Inactive participants	3
Active participants	10
Retired participants	<u>9</u>
Total current membership	<u><u>22</u></u>

Benefits vest after ten years of service. Participants may retire upon attainment of the earlier of, age 55 and completion of ten years of credited service, or age 52 and 20 years of credited service. Retirees are entitled to 3.0% of average monthly earnings times years of credited service. The plan also provides service-incurred disability compensation and early retirement. Early retirement may be taken at age 50 and 10 years of credited service with reduced benefits.

Financial Statements

The financial statements of the Plan are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. The government's contributions are recognized when due and a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. All plan investments are reported at fair value. Separate financial statements have not been prepared for the Plan.

Contributions

The participant contribution rates for the Plan are established by and may be amended by the Town Commission. Employees covered under the plan are required to make contributions of 5% of their compensation. The Town's annual required contribution for the current year was determined as part of the October 1, 2021 actuarial valuations. The Town is required under the Florida Protection of Public Employee Retirement Benefits Act to contribute a payment which represents annual normal cost plus amortization of the unfunded actuarial accrued liability over various periods as prescribed by law. The Town's contributions (and if applicable, any liquidations of a net pension obligation) to the Plan are funded by the General Fund.

The State of Florida also makes contributions to the Plan in accordance with Chapter 185 of the Florida Statutes as amended by the State Legislature. This contribution by the State of Florida is first recognized as revenue in the General Fund before being transferred to the Pension Fund. The Town's actual annual contribution for the plan is determined by subtracting estimated employee contributions and actual State of Florida contributions from the total annual required contribution as determined by the actuary.

Contributions to the Plan for the year ended September 30, 2021, were as follows:

Employee contributions	\$ 28,185
Town contributions	252,549
State contributions	<u>42,470</u>
Total contributions	<u><u>\$ 323,204</u></u>

Investment Policy

See Note (4) for additional discussion of the investment policies for the Plan.

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(10) **Employees' Retirement Plans:** (Continued)

Net Pension Liability

At September 30, 2021, the components of the net pension liability for the Plan were as follows:

Total pension liability	\$ 4,932,747
Plan fiduciary net position	(4,693,790)
Net pension liability	<u>\$ 238,957</u>
 Plan fiduciary net position as percentage of total pension liability	 95.16%

The total pension liability was determined by an actuarial valuation as of October 1, 2021, with a measurement date of September 30, 2021, using the following actuarial assumptions to all measurement periods.

Inflation	2.50%
Salary increases	Service based
Discount rate	6.90%
Investment rate of return	6.90%

Mortality rate:

Mortality Rate Healthy Active Lives:

Female: PubS.H-2010 for Employees, set forward one year.

Male: PubS.H-2010 (Below Median) for Employees, set forward one year.

Mortality Rate Healthy Retiree Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year.

Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.

Mortality Rate Beneficiary Lives:

Female: PubG.H-2010 (Below Median) for Healthy Retirees.

Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.

Mortality Rate Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates are projected generationally with mortality Improvements Scale MP-2018. The above described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. The above rates are those outlined in Milliman's July 1, 2019 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

The most recent actuarial experience study used to review the other significant assumptions was dated October 9, 2017.

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
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(10) **Employees' Retirement Plans:** (Continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic real rates of return for each major class included in the pension plan's target asset allocation as of September 30, 2021, are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Arithmetic Expected Rate of Return</u>
Domestic Equity	55%	7.50%
International Equity	10%	8.50%
Broad Market Fixed Income	30%	2.50%
GTAA	5%	3.50%
Total	<u>100%</u>	

Discount rate:

The discount rate used to measure the total pension liability for the pension plan was 6.90%. The projection of cash flows used to determine the discount rate assumed the plan member contributions will be made at the current contribution rate and that Town contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(10) **Employees' Retirement Plans:** (Continued)

Changes in net pension liability:

Changes in the plan's net pension liability were as follows:

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a – b)
Beginning Balance	\$ 4,684,144	\$ 3,768,123	\$ 916,021
Changes for year:			
Service cost	145,752	-	145,752
Interest	340,372	-	340,372
Differences between expected/actual experience	(143,105)	-	(143,105)
Change in assumptions	175,817	-	175,817
Contributions – employer	-	252,549	(252,549)
Contributions – state	-	42,470	(42,470)
Contributions – employee	-	28,185	(28,185)
Net investment income	-	891,384	(891,384)
Benefit payments, including refunds	(270,233)	(270,233)	-
Administrative expenses	-	(18,688)	18,688
Net changes	<u>248,603</u>	<u>925,667</u>	<u>(677,064)</u>
Ending Balance	<u>\$ 4,932,747</u>	<u>\$ 4,693,790</u>	<u>\$ 238,957</u>

Sensitivity of the net pension liability to changes in the discount rate:

The following presents the net pension liability (asset) of the Town calculated using the discount rate of 6.90%, as well as what the Town's net pension liability would be if it were calculated using a discount rate that is 1% lower (5.90%) or 1% higher (7.90%) than the current rate:

Town's Net Pension Liability (Asset)	1% Decrease 5.90%	Current Discount Rate 6.90%	1% Increase 7.90%
Municipal Police Officers' Retirement Trust Fund	\$ 805,584	\$ 238,957	\$ (236,667)

Money-weighted rate of return:

For the year ended September 30, 2021, the annual money-weighted rate of return on Plan investments, net of pension plan investment expense was as follows:

Annual money-weighted rate of return 23.65%

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions

For the year ended September 30, 2021, the Town recognized pension expense of \$162,036 in the Plan.

At September 30, 2021, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(10) **Employees' Retirement Plans:** (Continued)

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 126,939	\$ (209,212)
Changes of assumptions	195,141	(21,996)
Net difference between projected and actual investment earnings	-	(417,036)
	<u>\$ 322,080</u>	<u>\$ (648,244)</u>

Amounts reported as deferred outflows and deferred inflows of resources related to pensions being amortized for a period of greater than one year will be recognized in pension expense in succeeding years as follows:

2022	\$ (18,444)
2023	(56,166)
2024	(138,852)
2025	(112,702)
2026	-
Total	<u>\$ (326,164)</u>

(11) **Other Post-Employment Benefits (OPEB):**

Plan Description—Effective October 1, 2019, the Town implemented GASB Statement No. 75, *Accounting and Reporting for Post-Employment Benefits Other Than Pensions*, for certain post-employment healthcare benefits provided by the Town. The Town elected to implement the requirements of this statement prospectively. No assets are held in trust for payment of the OPEB liability as the Town had no OPEB liability other than as arising from the implicit rate subsidy, as discussed in the following paragraph.

Retirees and their dependents are permitted to remain covered under the Town's respective health care plans as long as they pay a full premium applicable to the coverage elected. This conforms to the minimum required of Florida governmental employers per Chapter 112.08, Florida Statutes. The Other Post-Employment Benefit Plan does not issue a stand-alone report

Benefits Provided—The Other Post Employment Benefit Plan is a single-employer benefit plan administered by the Town. Retirees are charged whatever the insurance company charges for the type of coverage elected, however, the premiums charged by the insurance company are based on a blending of the experience among younger active employees and older retired employees. The older retirees actually have a higher cost which means the Town is actually subsidizing the cost of the retiree coverage because it pays all or a significant portion of the premium on behalf of the active employee. GASB No. 75 calls this the "implicit rate subsidy."

Plan Membership—At October 1, 2019, the date of the latest actuarial valuation, plan participation consisted of the following:

Active Employees	18
Inactive Employees	-
	<u>18</u>

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(11) Other Post-Employment Benefits (OPEB): (Continued)

Total OPEB Liability—The Town’s total OPEB liability of \$45,311 was measured as of September 30, 2021, and was determined by an actuarial valuation as of that date utilizing the Alternative Measurement Method for small plans.

Actuarial Assumptions and Other Inputs—The total OPEB liability in the September 30, 2021 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods in the measurement, unless otherwise specified:

Salary increases	3.00%
Discount rate	2.43%
Healthcare cost trend rate	6.50%
Age-related morbidity rate	3.50%

The Town does not have a dedicated Trust to pay retiree healthcare benefits. The discount rate was based on the S&P Municipal Bond 20 Year High Grade Rate Index as of September 30, 2021.

Mortality rates were based on the sex-distinct rates set forth in the PUB-2010 Mortality Table (without income adjustments) for general employees, with full generational improvements in mortality using Scale MP-2017.

For the fiscal year ended September 30, 2021, changes in the OPEB liability were as follows:

	Total OPEB Liability
Balance at September 30, 2020	\$ 40,602
Changes for a year:	
Service cost	5,108
Interest	1,110
Changes of assumptions	(1,463)
Benefit payments – implicit rate subsidy	(46)
Net changes	4,709
Balance at September 30, 2021	\$ 45,311

Sensitivity of the total OPEB liability to changes in the discount rate:

The following presents the total OPEB liability of the Town calculated using the discount rate of 2.43%, as well as what the Town’s total OPEB liability would be if it were calculated using a discount rate that is 1% lower (1.43%) or 1% higher (3.43%) than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
Total OPEB Liability	\$ 51,162	\$ 45,311	\$ 40,237

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(11) Other Post-Employment Benefits (OPEB): (Continued)

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rate:

The following presents the total OPEB liability of the Town as well as what the Town's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower or 1% higher than the current healthcare cost trend rates (7.00% graded down to 5.00%):

	<u>1% Decrease</u>	<u>Current Trend Rates</u>	<u>1% Increase</u>
Total OPEB Liability	\$ 38,009	\$ 45,311	\$ 54,371

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

At September 30, 2021, the Town reported no deferred outflows of resources and no deferred inflows of resources related to OPEB as under the Alternative Measurement Method, changes in the Total OPEB Liability are not permitted to be included in deferred outflows of resources or deferred inflows of resources related to OPEB. These changes will be immediately recognized through OPEB Expense.

Service cost	\$ 5,108
Interest	1,110
Demographic gain/loss	(346)
Changes of assumptions	627
Benefit payments – implicit rate subsidy	(46)
Total OPEB Expense	<u>\$ 6,453</u>

(12) Risk Management:

The Town is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Town carries commercial insurance. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years. There were no significant reductions in coverage from the prior year.

The Town is engaged in routine litigation incidental to the conduct of its municipal affairs. In the opinion of the Town's legal counsel, no legal proceedings are pending which would have a material adverse effect on the financial position or results of operations of the Town.

(13) Commitments and Contingencies:

The Town is engaged in various liability claims incidental to the conduct of its general government operations at September 30, 2021. The outcomes of established claims are included in these financial statements. In the opinion of the Town's legal counsel, no legal proceedings are pending or threatened against the Town which are not covered by applicable insurance which would inhibit its ability to perform its operations or materially affect its financial condition.

TOWN OF MELBOURNE BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(14) Recent Accounting Pronouncements:

The Governmental Accounting Standards Board (“GASB”) has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for subsequent fiscal years that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the Authority’s financial statements:

(a) GASB issued Statement No. 87, *Leases*, in June 2017. GASB 87 increases the usefulness of governments’ financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The provisions in GASB 87 are effective for periods beginning after June 15, 2021.

(b) GASB issued Statement No. 96, *Subscription-Based Information Technology Arrangements*, in May 2020. provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended. The provisions of GASB 96 are effective for periods beginning after June 15, 2022.

(15) Uncertainty:

During the year ended September 30, 2021, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating temporary work stoppage in many sectors and imposing limitations on travel and size and duration of group meetings. Most industries are experiencing disruption to business operations and the impact of reduced consumer spending. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impact to the Town as of April 28, 2022, management believes that an impact on the Town's financial position and results of future operations is reasonably possible.

TOWN OF MELBOURNE BEACH, FLORIDA
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
AND RELATED RATIOS
LAST 10 FISCAL YEARS
(UNAUDITED)

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB Liability				
Service cost	\$ 5,108	\$ 5,385	\$ 3,621	\$ 3,584
Interest	1,110	750	1,020	875
Demographic gain/loss	-	(4,241)	-	-
Changes of assumptions	(1,463)	9,070	183	-
Benefit payments - implicit rate subsidy	(46)	(18)	(56)	(25)
Net change in total OPEB liability	<u>4,709</u>	<u>10,946</u>	<u>4,768</u>	<u>4,434</u>
Total OPEB liability - beginning of year	<u>40,602</u>	<u>29,656</u>	<u>24,888</u>	<u>20,454</u>
Total OPEB liability - end of year	<u><u>\$ 45,311</u></u>	<u><u>\$ 40,602</u></u>	<u><u>\$ 29,656</u></u>	<u><u>\$ 24,888</u></u>

Notes to Schedule

Valuation date:	10/1/2019	10/1/2019	10/1/2018	10/1/2017
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Changes of assumptions. Changes of assumptions and other changes reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

2.43%	2.14%	3.58%	3.64%
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Note 1: GASB 75 requires information for 10 years. However, until a full 10-year trend is compiled, information is presented for only those years for which information is available.

TOWN OF MELBOURNE BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND
SEPTEMBER 30, 2021

For the year ended September 30,	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability:								
Service cost	\$ 145,752	\$ 146,094	\$ 139,118	\$ 142,520	\$ 92,471	\$ 90,773	\$ 95,129	\$ 92,542
Interest	340,372	334,765	333,851	305,755	287,077	274,273	266,454	257,604
Differences between expected and actual experience	(143,105)	57,872	(189,455)	228,539	73,071	(80,473)	(3,954)	-
Changes of assumptions	175,817	(32,993)	-	69,128	188,677	138,126	-	-
Benefit payments, including refunds of employee contributions	(270,233)	(278,077)	(278,532)	(297,428)	(268,593)	(260,105)	(250,963)	(233,262)
Net change in total pension liability	248,603	227,661	4,982	448,514	372,703	162,594	106,666	116,884
Total pension liability - beginning of year	4,684,144	4,456,483	4,451,501	4,002,987	3,630,284	3,467,690	3,361,024	3,244,140
Total pension liability - ending of year (a)	<u>\$ 4,932,747</u>	<u>\$ 4,684,144</u>	<u>\$ 4,456,483</u>	<u>\$ 4,451,501</u>	<u>\$ 4,002,987</u>	<u>\$ 3,630,284</u>	<u>\$ 3,467,690</u>	<u>\$ 3,361,024</u>
Total Fiduciary Net Position:								
Contributions - employer	\$ 252,549	\$ 295,935	\$ 262,309	\$ 196,123	\$ 223,500	\$ 186,596	\$ 222,353	\$ 200,907
Contributions - state	42,470	42,206	40,536	78,809	36,787	32,271	-	32,044
Contributions - employee	28,185	29,060	28,033	28,500	28,084	23,298	22,464	21,403
Net investment income	891,384	235,105	86,314	265,306	329,348	221,491	(22,583)	255,971
Benefit payments, including refunds of employee contributions	(270,233)	(278,077)	(278,532)	(297,428)	(268,593)	(260,105)	(250,963)	(233,262)
Administrative expense	(18,688)	(15,989)	(16,914)	(24,645)	(14,945)	(16,803)	(23,280)	(8,111)
Net change in plan fiduciary net position	925,667	308,240	121,746	246,665	334,181	186,748	(52,009)	268,952
Plan fiduciary net position - beginning of year	3,768,123	3,459,883	3,338,137	3,091,472	2,757,291	2,570,543	2,622,552	2,353,600
Plan fiduciary net position - end of year (b)	<u>\$ 4,693,790</u>	<u>\$ 3,768,123</u>	<u>\$ 3,459,883</u>	<u>\$ 3,338,137</u>	<u>\$ 3,091,472</u>	<u>\$ 2,757,291</u>	<u>\$ 2,570,543</u>	<u>\$ 2,622,552</u>
Net pension liability - end of year (a) - (b)	<u>\$ 238,957</u>	<u>\$ 916,021</u>	<u>\$ 996,600</u>	<u>\$ 1,113,364</u>	<u>\$ 911,515</u>	<u>\$ 872,993</u>	<u>\$ 897,147</u>	<u>\$ 738,472</u>
Plan fiduciary net position as a percentage of the total pension liability	95.16%	80.44%	77.64%	74.99%	77.23%	75.95%	74.13%	78.03%
Covered payroll	\$ 563,692	\$ 581,196	\$ 560,662	\$ 569,999	\$ 561,681	\$ 465,956	\$ 467,561	\$ 428,060
Net pension liability as a percentage of covered payroll	42.39%	157.61%	177.75%	195.33%	162.28%	187.36%	191.88%	172.52%

* 10 years of data will be presented as it becomes available

**TOWN OF MELBOURNE BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND
SEPTEMBER 30, 2021**

	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined contribution	\$ 276,434	\$ 333,839	\$ 296,534	\$ 274,568	\$ 259,272	\$ 218,394	\$ 222,353	\$ 232,950
Contributions in relation to the actuarially determined contributions	295,019	338,141	302,845	274,932	260,287	218,867	222,353	232,950
Contribution deficiency (excess)	<u>\$ (18,585)</u>	<u>\$ (4,302)</u>	<u>\$ (6,311)</u>	<u>\$ (364)</u>	<u>\$ (1,015)</u>	<u>\$ (473)</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 563,692	\$ 581,196	\$ 560,662	\$ 569,999	\$ 561,681	\$ 465,956	\$ 467,561	\$ 428,060
Contributions as a percentage of covered payroll	52.34%	58.18%	54.02%	48.23%	46.34%	46.97%	47.56%	54.42%

Notes to Schedule:

Valuation Date: 10/1/2019

Methods and assumptions used to determine contribution rates:

Mortality:	Healthy Active Lives: Female: PubS.H-2010 for Employees, set forward one year. Male: PubS.H-2010 (Below Median) for Employees, set forward one year. Healthy Inactive Lives: Female: PubS.H-2010 for Healthy Retirees, set forward one year. Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year. Beneficiary Lives: Female: PubG.H-2010 (Below Median) for Healthy Retirees. Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year. Disabled Lives: PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees. All rates are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accomodates future mortality improvements.
Interest Rate:	6.90% (prior year 7.25%) per year compounded annually, net of investment related expenses. This assumption is supported by the target asset allocation of the trust and the expected long-term return by asset class.
Retirement Age:	100% assumed retirement at the earlier of: 1) age 55 and 10 years of credited service, or 2) age 52 and 20 years of credited service, regardless of age. This assumption is supported by the October 9, 2017 experience study.
Early Retirement:	Members are not assumed to take early retirement, based on results of the experience study dated October 9, 2017.
Disability Rates:	It is assumed that 75% of disablements are service-related. This assumption is based on results of the experience study dated October 9, 2017.
Termination Rates:	18.0% per year for the first three years of Credited Service, and 6.5% per year for the fourth and fifth years of Credited Service; no turnover is expected after the fifth year. This assumption is based on results of the October 9, 2017 experience study.
Salary Increases:	8.5% per year for less than two years of Credited Service, followed by 4.5% per year for two or more years of Credited Service. In addition, the projected salary at retirement is increased 15% to account for lump sum payments. This assumption is based on results of the October 9, 2017 experience study.
Payroll Growth:	None for amortization of the Unfunded Actuarial Accrued Liability.This is in compliance with Part VII of Chapter 112, Florida Statutes.
Cost of Living:	N/A
Amortization Method:	New UAAL amortization bases are amortized over the following amortization periods: Experience: 10 Years. Assumption/Method Changes: 20 Years. Benefit Changes: 30 Years.
Funding Method:	Entry Age Normal Actuarial Cost Method.
Asset Valuation Method:	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric four-year average Market Value return (net of fees). It is possible that over time this technique will produce an insignificant bias above or below Market Value of Assets.

Termination and Disability Rate Tables:

*10 years of data will be presented as it becomes available.

**TOWN OF MELBOURNE BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF INVESTMENT RETURNS
MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND
SEPTEMBER 30, 2021**

For the Year Ended September 30,	Annual Money-Weighted Rate of Return
2021	23.65%
2020	6.78%
2019	2.59%
2018	8.59%
2017	11.96%
2016	8.64%
2015	-0.87%
2014	10.99%

*10 years of data will be presented as it becomes available.

TOWN OF MELBOURNE BEACH, FLORIDA
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
LAST 10 FISCAL YEARS
(UNAUDITED)

	2021	2020	2019	As of the Plan Year Ended June 30,		2016	2015	2014
				2018	2017			
Florida Retirement System (FRS)								
Proportion of the net pension liability	0.000742826%	0.000682987%	0.000652773%	0.000593693%	0.000525938%	0.000564726%	0.000570663%	0.000546111%
Proportionate share of the net pension liability	\$ 56,112	\$ 296,017	\$ 224,806	\$ 178,823	\$ 155,569	\$ 142,594	\$ 73,709	\$ 33,581
Covered payroll	420,250	454,238	419,289	359,702	358,623	352,113	362,777	245,833
Proportionate share of the net pension liability as a percentage of covered payroll	13.35%	65.17%	53.62%	49.71%	43.38%	40.50%	20.32%	13.66%
Plan fiduciary net position as a percentage of the total pension liability	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%	96.09%
Health Insurance Subsidy Program (HIS)								
Proportion of the net pension liability	0.001186821%	0.001308514%	0.001253435%	0.001101056%	0.001122682%	0.001179170%	0.001038277%	0.000861064%
Proportionate share of the net pension liability	\$ 145,581	\$ 159,767	\$ 140,247	\$ 116,537	\$ 120,042	\$ 137,427	\$ 105,888	\$ 80,512
Covered payroll	420,250	454,238	419,289	359,702	358,623	352,113	362,777	245,833
Proportionate share of the net pension liability as a percentage of covered payroll	34.64%	35.17%	33.45%	32.40%	33.47%	39.03%	29.19%	32.75%
Plan fiduciary net position as a percentage of the total pension liability	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

Note 1: GASB 68 requires information for 10 years. However, until a full 10-year trend is compiled, information is presented for only those years for which information is available.

TOWN OF MELBOURNE BEACH, FLORIDA
SCHEDULE OF CONTRIBUTIONS
LAST 10 FISCAL YEARS
(UNAUDITED)

	For the Fiscal Year Ended September 30,							
	2021	2020	2019	2018	2017	2016	2015	2014
Florida Retirement System (FRS)								
Contractually required contribution	\$ 29,941	\$ 22,693	\$ 20,241	\$ 16,920	\$ 13,691	\$ 13,772	\$ 13,913	\$ 11,962
Contributions in relation to the contractually required contribution	29,941	22,693	20,241	16,920	13,691	13,772	13,913	11,962
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 429,437	\$ 454,238	\$ 419,289	\$ 358,623	\$ 358,623	\$ 352,113	\$ 362,777	\$ 245,833
Contributions as a percentage of covered payroll	6.97%	5.00%	4.83%	4.72%	3.82%	3.91%	3.84%	4.87%
Health Insurance Subsidy Program (HIS)								
Contractually required contribution	\$ 7,129	\$ 7,540	\$ 6,960	\$ 5,971	\$ 5,942	\$ 6,044	\$ 3,969	\$ 2,950
Contributions in relation to the contractually required contribution	7,129	7,540	6,960	5,971	5,942	6,044	3,969	2,950
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 429,437	\$ 454,238	\$ 419,289	\$ 358,623	\$ 358,623	\$ 352,113	\$ 362,777	\$ 245,833
Contributions as a percentage of covered payroll	1.66%	1.66%	1.66%	1.66%	1.66%	1.72%	1.09%	1.20%

Note 1: GASB 68 requires information for 10 years. However, until a full 10-year trend is compiled, information is presented for only those years for which information is available.

TOWN OF MELBOURNE BEACH, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2021

	Police Education	Building Education	Stormwater Utility	Ocean State Park	Old Town Hall	Law Enforcement Forfeiture	Police Donations	Total Nonmajor Governmental Funds
ASSETS								
Equity in pooled cash and cash equivalents	\$ 10,950	\$ 2,136	\$ -	\$ 12,277	\$ 22,091	\$ -	\$ 9,307	\$ 56,761
Due from other governments	-	-	695	-	-	-	-	695
Total assets	<u>\$ 10,950</u>	<u>\$ 2,136</u>	<u>\$ 695</u>	<u>\$ 12,277</u>	<u>\$ 22,091</u>	<u>\$ -</u>	<u>\$ 9,307</u>	<u>\$ 57,456</u>
LIABILITIES								
Accounts payable	\$ -	\$ -	\$ 3,405	\$ 262	\$ -	\$ -	\$ -	\$ 3,667
Due to other funds	-	-	36,304	-	-	-	-	36,304
Total liabilities	<u>-</u>	<u>-</u>	<u>39,709</u>	<u>262</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>39,971</u>
FUND BALANCES								
Restricted for:								
Ocean State Park	-	-	-	12,015	-	-	-	12,015
Law enforcement education	10,950	-	-	-	-	-	9,307	20,257
Building department education	-	2,136	-	-	-	-	-	2,136
Old Town Hall	-	-	-	-	22,091	-	-	22,091
Unassigned	-	-	(39,014)	-	-	-	-	(39,014)
Total fund balances	<u>10,950</u>	<u>2,136</u>	<u>(39,014)</u>	<u>12,015</u>	<u>22,091</u>	<u>-</u>	<u>9,307</u>	<u>17,485</u>
Total liabilities and fund balances	<u><u>\$ 10,950</u></u>	<u><u>\$ 2,136</u></u>	<u><u>\$ 695</u></u>	<u><u>\$ 12,277</u></u>	<u><u>\$ 22,091</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 9,307</u></u>	<u><u>\$ 57,456</u></u>

The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MELBOURNE BEACH, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Police Education	Building Education	Stormwater Utility	Ocean State Park	Old Town Hall	Law Enforcement Forfeiture	Police Donations	Total Nonmajor Governmental Funds
Revenues								
Licenses and permits	\$ -	\$ 520	\$ 2,496	\$ -	\$ -	\$ -	\$ -	\$ 3,016
Charges for services	-	-	54,824	77,756	400	-	-	132,980
Fines and forfeitures	569	-	-	-	-	-	-	569
Miscellaneous	-	-	-	-	382	-	3,440	3,822
Total revenues	569	520	57,320	77,756	782	-	3,440	140,387
Expenditures								
Current:								
Public safety	-	-	-	-	-	-	388	388
Parks and recreation	-	-	-	56,424	187	-	-	56,611
Physical environment	-	-	82,852	-	-	-	-	82,852
Capital outlay	-	-	-	10,817	-	-	-	10,817
Total expenditures	-	-	82,852	67,241	187	-	388	150,668
Excess (deficiency) of revenues over expenditures	569	520	(25,532)	10,515	595	-	3,052	(10,281)
Other financing sources (uses)								
Transfers in	-	-	-	1,500	-	-	1,429	2,929
Transfers out	-	-	(50,000)	-	-	(1,429)	-	(51,429)
Total other financing sources (uses)	-	-	(50,000)	1,500	-	(1,429)	1,429	(48,500)
Net change in fund balances	569	520	(75,532)	12,015	595	(1,429)	4,481	(58,781)
Fund balances, beginning of year	10,381	1,616	36,518	-	21,496	1,429	4,826	76,266
Fund balances, end of year	\$ 10,950	\$ 2,136	\$ (39,014)	\$ 12,015	\$ 22,091	\$ -	\$ 9,307	\$ 17,485

The accompanying notes to financial statements are an integral part of this statement.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT
AUDITING STANDARDS***

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Melbourne Beach, Florida, (the Town) as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated April 28, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. We did identify certain deficiencies in internal control that we consider to be significant deficiencies, as described in the following paragraphs.

2021-001 – Reconciliation of Account Balances and Accruals

Various audit adjustments were required to correct account balances due to cutoff issues related to cash, accounts payable, and accrued payroll. The Town's controls should include periodic reconciliations of significant account balances, including full accrual-based reconciliations at fiscal-year end to ensure all amounts have been appropriately recorded and budgeted for. We recommend the Town increase its review of such transactions, including a review for proper cutoff at the fiscal year-end, to help ensure completeness and accuracy of all financial reporting.

2021-002 – Timeliness of Bank Reconciliations

Bank accounts should be reconciled on a timely and regular basis to help prevent misappropriation and ensure the proper recording of all cash transactions. We noted the Town's bank accounts were not reconciled on a timely basis, most notably related to the September 2021 reconciliations. Additionally, audit adjustments were required during the audit to agree the accounting records to the amount listed on the bank reconciliation. As the risk of not performing bank reconciliations in a timely manner is such that assets could potentially be misappropriated or accounting records could be misstated, with such issues not being identified on a timely basis, if at all, we recommend the Town's finance department perform bank reconciliations within 30 days after the end of the month and ensure all reconciled balances per the bank reconciliations agree to the general ledger.

Compliance and Other Matters

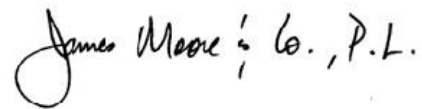
As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed the following instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Management's Response to Findings

The Town's responses to the findings identified in our audit are described starting on page 59. The Town's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Daytona Beach, Florida
April 28, 2022

**INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED
BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA
OFFICE OF THE AUDITOR GENERAL**

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

Report on the Financial Statements

We have audited the financial statements of the Town of Melbourne Beach, Florida, as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated April 28, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards; and Independent Accountant's Report on an examination conducted in accordance with AICPA Professional Standards, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated April 28, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Prior year comments 2020-001 and 2020-002 remain uncorrected from the second preceding audit report. The following is a summary of all findings and recommendations reported in our preceding annual financial audit report:

2020-001 Reconciliation of Account Balances and Accruals – Corrective action not taken. See repeat comment 2021-001.

2020-002 Timeliness of Bank Reconciliations – Corrective action not taken. See repeat comment 2021-002.

2020-003 Budgetary Compliance – Corrective action taken.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority for the primary government of the reporting entity is disclosed in Note 1 of the basic financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

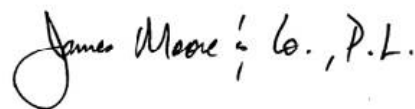
Management's Response to Findings

The Town's responses to the findings identified in our audit are described starting on page 59. The Town's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and State granting agencies, the Town Commission, management, and others within the Town and is not intended to be and should not be used by anyone other than these specified parties.

Daytona Beach, Florida
April 28, 2022



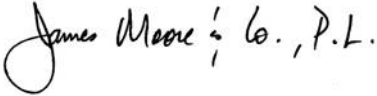
INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

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

We have examined the Town of Melbourne Beach, Florida's (the Town) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2021. Management is responsible for the Town's compliance with those requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied with Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2021, in all material respects. An examination involves performing procedures to obtain evidence about the Town's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks of material noncompliance with those requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

In our opinion, the Town of Melbourne Beach, Florida complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2021.



Daytona Beach, Florida
April 28, 2022



Town of Melbourne Beach

Brevard County's Oldest Beach Community * Established 1883

April 28, 2022

MANAGEMENT'S RESPONSE TO FINDINGS

2021-001 Reconciliation of Account Balances: The Town considered prior year's findings to have been corrected. This finding requires the Town to provide greater education and training to new employees and will provide continuing education for employees regarding account accruals and the importance of understanding which General Ledger account items should be posted to, and the impact of journal adjustments due to reclassification. The Town will increase its review system to monitor the timely recording of accruals, reversals, journal postings, and adjustments. The Town will review for proper cutoff at the fiscal year-end to help ensure completeness and accuracy of all financial reporting.

2021-002 Timeliness of Bank Reconciliations: The Town's Finance Department will perform bank reconciliation within 30 days after the end of the month and ensure all reconciled balances per the bank reconciliations agree to the general ledger.

Elizabeth Mascaro
Town Manager

Attachments:	PowerPoint Presentation Slides
Date Prepared:	5-10-2022
Prepared By:	Fire Chief Gavin Brown
Meeting Date:	May 18, 2022

Agenda Category:

	Proclamations & Awards		Public Hearings
X	Presentations		Old Business
	Boards & Committees		New Business
	Consent		Other:

Subject:	Presentation from Drown Zero International, Melbourne Beach Rotary Club, and Cocoa Beach Rotary Club regarding installing Drown Zero life rescue stations on the beach in Melbourne Beach.
Recommended Action:	1) Consider allowing the Rotary Clubs of Melbourne Beach and Cocoa Beach to fund, install, and maintain Drown Zero life rescue stations at all public beach accesses in the Town of Melbourne Beach. (11 stations total)
Background Information:	<ol style="list-style-type: none"> 1. Drown Zero International's mission is to enhance the lifesaving efforts at local beaches and to prevent drowning incidents from occurring. 2. This concept has already been tested locally in Cocoa Beach with great success. 42 stations were installed and have already contributed to 5 rescues, preventing possible drowning incidents. 3. There is no cost to the Town, all funding for the installation and maintenance of the stations is provided by the Rotary Club. The stations cost approx. \$500 each, making the total cost and benefit to the Town around \$5,500.

	<ol style="list-style-type: none"> 4. Who is responsible for maintaining the stations? <ol style="list-style-type: none"> a. The Rotary Club is fully responsible for maintaining the stations and pays the cost of any repairs or equipment replacement. 5. Have there been any issues with the existing stations in Cocoa Beach? <ol style="list-style-type: none"> a. Since 2017 when the stations were originally installed, only 3 of the 42 stations have been tampered with. All 3 issues were immediately corrected by the Rotary Club. 6. Is there any environmental impact and is it safe for our sea turtle population? <ol style="list-style-type: none"> a. Yes, the project is safe for the environment and for nesting sea turtles. The Sea Turtle Preservation Society was consulted for the initial project in Cocoa Beach and approved the concept. In addition a representative from the Preservation Society was present during the installation process to make sure no nests were disturbed. 7. What is the Town's role in this project? <ol style="list-style-type: none"> a. Simply to allow Drown Zero and the Rotary Club to install and maintain the life rescue stations at the public beach accesses in Melbourne Beach. It is also requested that any tampering or damage found be immediately reported to the Rotary Club so they can quickly correct it.
--	--



VISION:

Through the efforts of members of Rotary International and its partners across the world we are committed to enhancing the life saving efforts at the beaches in our communities.



Drown Zero International

- According to the World Health Organization:
 - Drowning is the **third leading cause** of unintentional deaths worldwide
 - There were over 320,000 drowning deaths in 2020 alone
 - Brevard County has had on average 5 ocean drownings a year since 2000.
- DrownZero Project
 - In 2017 in Partnership with the City of Cocoa Beach and major donors, local Rotary Club installed 42 DrownZero Stations at the public beach access points.



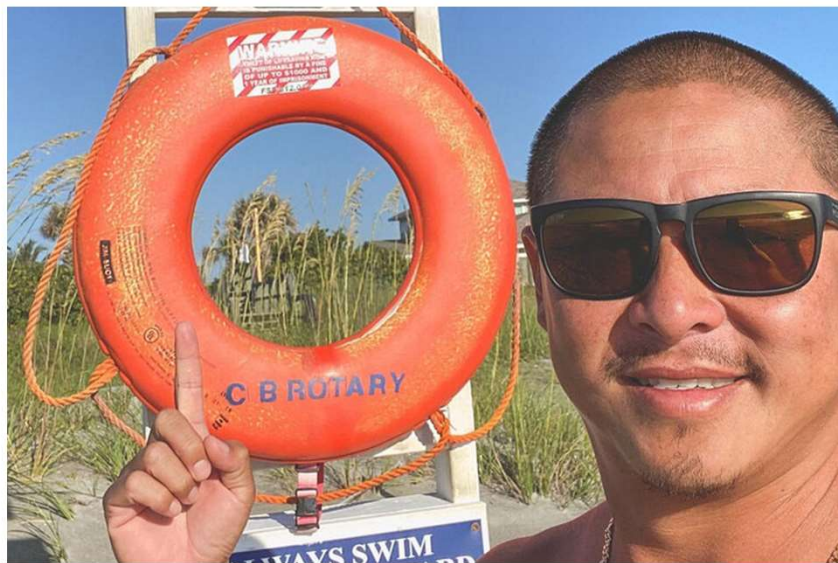
Drown Zero International

- What is a Drown Zero Station?
 - Physical structure that contains a floatation ring for life saving efforts
 - Rotary Club recognition
 - 2 sided recognition
 - “Provided by”
 - Funds provided by major donors used to build and refurbish/replace the stations
 - “Adopted by” for a specific station
 - Covers operational costs
 - Serve as a fundraiser vehicle for the Rotary





Drown Zero International



“Once I got the life ring I ran to the water and jumped in. I started swimming to him as the riptide pulled me along. He had those crazy eyes like it was going to be his last breath at any second while he was getting pounded by the rough surf and getting pulled out to sea. I got to him pretty quickly, had him hang on to the float and calmed him down telling him to just ride the riptide with me until we are out of it, then we can swim north, then in. When we finally made it out of the rip, I tried to body surf every wave that came to us while pulling him along with me until we could reach the bottom and stand up. Once his feet were able to touch bottom, I saw a sigh of relief in his face, then we just walked up to the beach and went our separate ways after checking if he was OK and a quick, ‘Thank you for saving my life.’ He was clearly still in shock and whooped.”

Willy Lee, Cocoa Beach Resident



Drown Zero International

- DrownZero Station used in Cocoa Beach
 - [Video](#)





Drown Zero International

- Builds Goodwill in the Community
 - Support life saving efforts
 - Provides positive exposure for the City
 - Serves as a Fundraiser for the Rotary Club.



Drown Zero International

- Expansion
 - Best practices developed in Cocoa Beach
 - Multiple success stories
 - Partnership in place with local organizations, station manufacturer, etc.
- Due to success of the Project, Surfing's Evolution & Preservation Foundation partnered with the DrownZero International/Rotary Clubs to fund expansion across beaches in the Brevard County





www.DrownZero.com

Thank you!!!

Attachments:	None
Date Prepared:	5-10-2022
Prepared By:	Fire Chief Gavin Brown
Meeting Date:	May 18, 2022

Agenda Category:

<input type="checkbox"/>	Proclamations & Awards	<input type="checkbox"/>	Public Hearings
<input checked="" type="checkbox"/>	Presentations	<input type="checkbox"/>	Old Business
<input type="checkbox"/>	Boards & Committees	<input type="checkbox"/>	New Business
<input type="checkbox"/>	Consent	<input type="checkbox"/>	Other:

Subject:	Presentation of Donation from Melbourne Beach Volunteer Firefighters Association.
Recommended Action:	1) Accept donation of \$1,105.00.
Background Information:	<p>1. The Melbourne Beach Volunteer Firefighters Association was asked if they would consider holding a pancake breakfast for the Town's Easter in the Park event on April 16th. Volunteers from the Association held a pancake breakfast fundraiser to benefit the Melbourne Beach Volunteer Fire Department. A total of \$1,105.00 was raised and the Association would like to present a check to the Town for use by the Fire Department.</p>

Attachments:	None
Date Prepared:	5-10-2022
Prepared By:	Fire Chief Gavin Brown
Meeting Date:	May 18, 2022

Agenda Category:

<input checked="" type="checkbox"/>	Proclamations & Awards	<input type="checkbox"/>	Public Hearings
<input type="checkbox"/>	Presentations	<input type="checkbox"/>	Old Business
<input type="checkbox"/>	Boards & Committees	<input type="checkbox"/>	New Business
<input type="checkbox"/>	Consent	<input type="checkbox"/>	Other:

Subject:	Promotional Ceremony of new State Certified Volunteer Firefighters.
Recommended Action:	<ol style="list-style-type: none"> 1) Recognize & swear-in the following volunteers who have completed their 191 hour State of Florida certification program. <ol style="list-style-type: none"> a. Thomas Kloiber b. Michael Dean c. Sam Cox d. Jason Hanson
Background Information:	<ol style="list-style-type: none"> 1. Training is a key component of providing effective fire suppression and rescue services to the community. It is a large commitment for volunteers to give up the amount of time required obtain their State of Florida Volunteer Firefighter certification. 2. Each of the members listed above have completed more than 191 hours of classroom training pertaining to critical topics such as safety, communications, structural and wildland fire suppression, rescue, first aid, hazardous materials, and property conservation.

	<ol style="list-style-type: none">3. Out of 10 students in the original class, only 5 (4 from Melbourne Beach) were able to complete all of the necessary requirements to become State certified.4. Congratulations to the newly certified Volunteer Firefighters and on behalf of the Town of Melbourne Beach, thank you for helping to keep the residents and visitors of this great town safe.
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TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

Site Plan Review

Applicable Codes

Town of Melbourne Beach Land Development Code

2020 Florida Building Code

Date: April 21, 2022
Owner: HAIN, STEVEN G; HAIN, KATHRYN E
Owner Address: 405 RIVERVIEW LN MELBOURNE BEACH FL
Site Address: 405 RIVERVIEW LN MELBOURNE BEACH FL
Parcel ID: 28-38-08-JV-*-130
Zoning: 2RS

Proposed Project: Construction of an Accessory Structure.

References: Town of Melbourne Beach Code of Ordinances: 7A-32,
Ordinance 2019-06

Request: Approval by Planning and Zoning Board, Town Commission for
construction of an accessory structure.

Staff Review: The property lies in Zoning District 2RS

- 1). Project is an accessory structure on an existing concrete slab.
- 2). The Building Lot Zoning District requirements of min. lot area, width and depth.
Lot area is 11,681.1 sq. ft. min. 11,250 sq. ft.
Lot width is 90 ft. min. 90 ft.
Lot depth is 129.79 ft. min. 120 ft.
- 3). Lot coverage has a maximum of 30% for principle structure.
Lot coverage per plan is 21.3 % Footprint of Primary Structure is 2,483.46 sq. ft.
Max allowed for Primary Structure is 3,504.3 sq. ft. for Lot Area of 11,681.1 sq. ft.
Minimum pervious area per lot is 30%. Pervious area is 46.3%
- 4). Structure maximum height for zoning district is 28 ft.
The proposed height provided for the accessory structure is 13' 6".
Flood Zone X

5). Zoning District Setback requirements

Proposed Accessory Structure Front Setback is behind the front line of the primary structure.

The west side set-back is to the side of the current primary structure.

Proposed Accessory Structure East Side Setback 15 ft. (min. 15 ft.)

Proposed Accessory Structure Rear Setback is in the front side of the current pool and deck area.

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

7). On-site Storm water Retention Control measures shall be met and approved by the Building Official in accordance with the Town of Melbourne Beach Code of Ordinances (27-28) and the Florida Building Code (3307.1). Topographic maps may be required. This addition is not a modification greater than 50% of the appraised value as per Ordinance 2019-06.

Minimum Landscaping Standards shall be met.

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

**Robert Bitgood
Building Official**

405 River View

IMPERVIOUS		PERVIOUS	
Primary Structure	2,483.46	Shed space	
Pool	648	Open areas	
Decks		Other	
Driveway	988		
Accessory Bldg			
Concrete areas	280	TOTAL PERVIOUS	5,411.64
Pavers areas	1,870		
Other			
TOTAL IMPERVIOUS	6269.46		
		Lot Total Sq Footage	11,681.10
		TOTAL % PERVIOUS	0.463282



TOWN OF MELBOURNE BEACH DEVELOPMENT APPLICATION

I. SUBMITTAL REQUIREMENTS:

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

II. REQUEST:

- | | |
|--|--|
| <input type="checkbox"/> Land Use Plan Amendment | <input type="checkbox"/> Rezoning |
| <input type="checkbox"/> Special Exception | <input type="checkbox"/> Coastal Construction Variance |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Appeal (Application must be filed within 30 days) |
| <input checked="" type="checkbox"/> Site Plan Review Single Family (1RS, 2RS, 3RS) | <input type="checkbox"/> Site Plan Review Multifamily (4RM, 5RMO) |
| <input type="checkbox"/> Site Plan Review Commercial (6B, 7C, 8B, 9I) | <input type="checkbox"/> Amendment to the Land Development Code |
| | <input type="checkbox"/> Other (specify) _____ |

III. PROPERTY INFORMATION:

General Location: 405 RIVERVIEW LN BACKYARD

Address: 405 RIVERVIEW LN

Parcel Number(s): _____

Area (in acreage): _____ Area (in square feet): _____

Current Zoning: _____ Proposed Zoning: _____

Current Future Land Use: _____ Proposed Future Land Use: _____

Brief Description of Application: GAZEBO

Date of Mandatory Pre-Application Meeting (attach meeting minutes if applicable): 4/11/22

IV. APPLICANT INFORMATION:

Property Owner

Name: STEVE HAIN

Phone: 772-519-1517

Address: 405 RIVERVIEW LP

Fax:

M.B. FL 32951

Email:

Applicant (if other than property owner)

Name: FRANK KOFFAL

Phone: 321-508-5717

Address: PO Box 510852

Fax:

MELBOURNE BCH FL 32951

Email: BECUSTOMCMST@AOL.COM

V. OWNER AUTHORIZATION:*

The undersigned hereby affirms the following:

1. That I/we are the fee simple title owner/contract purchaser (circle one) of the property described in this application.
2. That I/we have read and understands the entire application and concurs with the request.
3. That I/we have appointed the Applicant to represent the application, and empowers the Applicant to accept any and all conditions of approval imposed by the Town of Melbourne Beach.

Signature: [Signature]

Date: 4/13/22

Print Name: Steven G Hain

Title: Owner

*Must sign in front of notary.

State of Florida

County of Brevard.

The foregoing application is acknowledged before me

this 13 day of April, 2022 by Steven Hain

who is/are personally known to me, or who has/have produced FL Drivers License as identification.

[Signature]
Signature of Notary Public, State of Florida



ELIZABETH CROWELL
Commission # HH 155162
Expires November 17, 2025
Bonded Thru Budget Notary Services

VI. APPLICANT CERTIFICATION:*

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

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

Signature: [Signature]

Date: 4/12/22

Print Name: Frank Kofflin

Title: PRESIDENT

*Must sign in front of notary.

State of Florida
County of Brevard.

The foregoing application is acknowledged before me
this 12 day of April, 2022, by Frank Kofflin,
who is/are personally known to me, or who has/have produced _____
as identification.

[Signature]
Signature of Notary Public, State of Florida



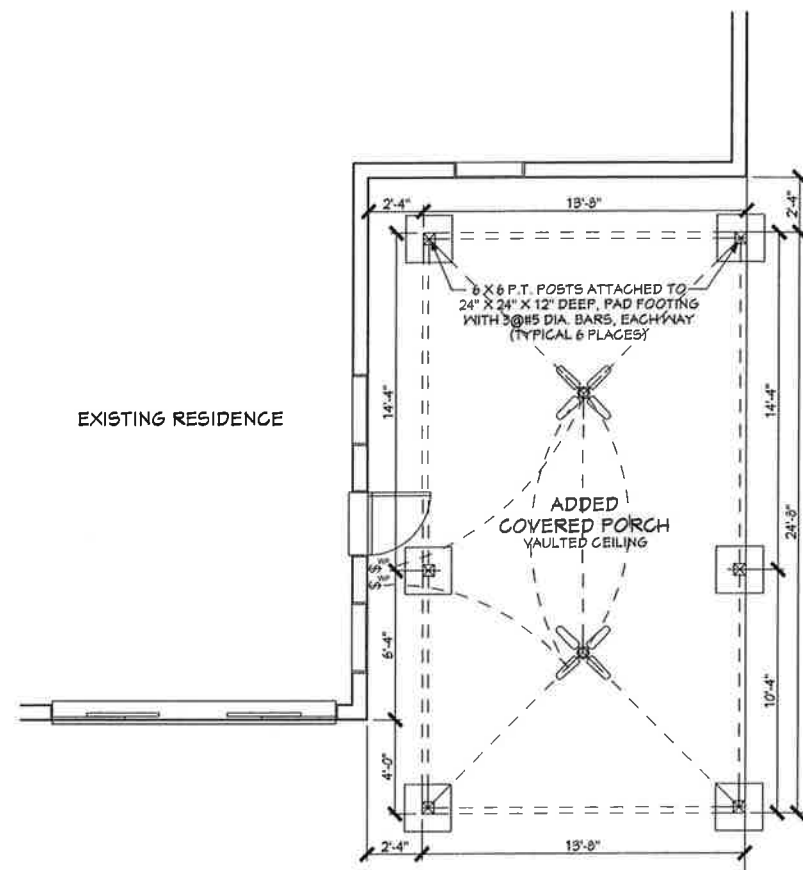
VII. PROJECT DESCRIPTION:

Describe Application: Build GARAGE over EXISTING DECK

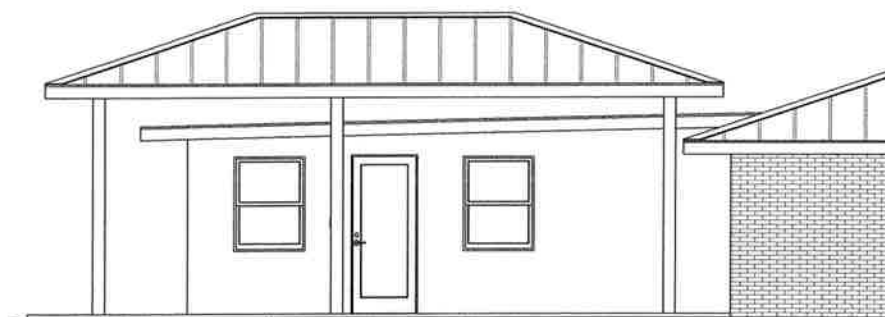
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Describe Existing Conditions: Concrete DECK

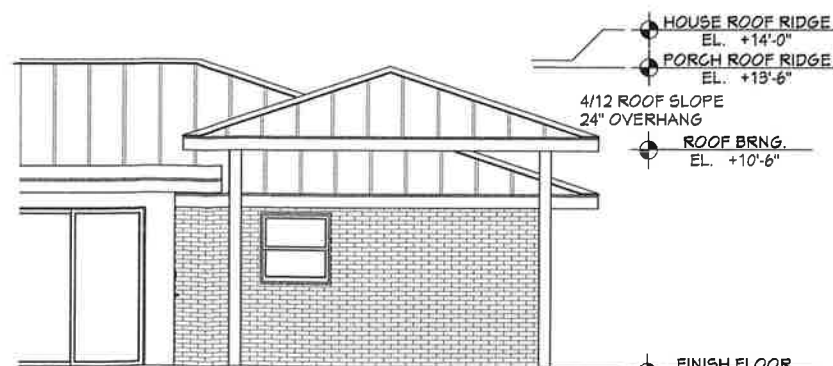
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FLOOR PLAN



EAST ELEVATION

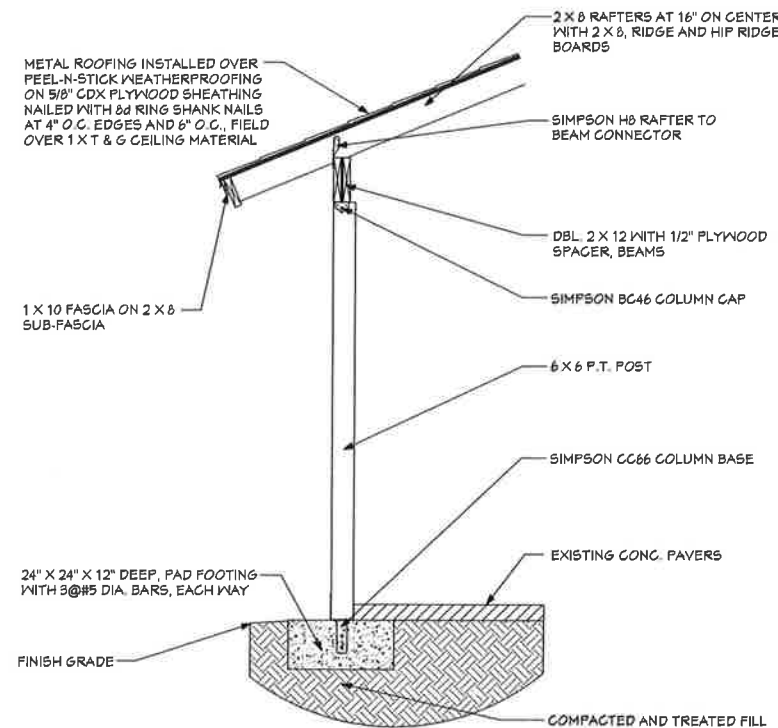


SOUTH ELEVATION

ELECTRICAL LEGEND	
⎓ SINGLE POLE SWITCH	⊗ CEILING FAN
⎓ 3-WAY SWITCH	⊗ EXHAUST FAN
⊖ SINGLE RECEPTACLE	⊗ CEILING MOUNTED INCAND. FIXTURE
⊖ DUPLEX RECEPTACLE	⊗ RECESSED INCAND. FIXTURE
⊖ DUPLEX RECEPTACLE WITH TOP HALF SWITCHED	⊗ INCAND. FIXTURE WITH FULL-CHAIN
⊖ QUADRUPEX RECEPTACLE	⊗ UNDER CAB LIGHTING
⊖ 220 VOLT RECEPTACLE	⊗ FLUORESCENT CEILING FIXTURE
⊗ PHONE JACK	⊗ EXTERIOR STUBOUT
⊗ T.V. JACK, COMBO WITH CAT 5	⊗ ELECTRICAL SERVICE PANEL
⊗ THERMOSTAT	⊗ ELECT. METER
⊗ WALL MOUNTED INCAND. FIXTURE	⊗ POWER DISCONNECT
⊗ WALL SCONCE	
⊗ WALL MOUNTED EXTERIOR FIXTURE	
⊗ FLOOD LIGHTS	
⊗ SMOKE DETECTOR WITH CARBON MONOXIDE ALARM	
⊗ GARAGE DOOR OPR. SWITCH	

NOTES:

1. ALL 125 V., 15 & 20 AMP RECEPTACLES SHALL BE LISTED TAMPER RESISTANT RECEPTACLES, PER NEC 2011 ELECTRIC CODE 406.11.3.
2. ALL 120 VOLT, SINGLE PHASE, 15 AND 20 AMPERE BRANCH CIRCUITS SUPPLYING OUTLETS INSTALLED IN DWELLING UNIT SHALL BE PROTECTED BY A LISTED ARC-FAULT CIRCUIT INTERRUPTER, COMBINATION TYPE INSTALLED TO PROVIDE PROTECTION OF THE BRANCH CIRCUIT, PER NEC 2011 ELECTRIC CODE 210.12.4.
3. ALL ADDED SMOKE ALARMS TO BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTUATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS.
4. 15 AND 20 AMP, 125 AND 250 VOLT RECEPTACLES INSTALLED IN A WET LOCATION SHALL HAVE AN ENCLOSURE THAT IS WEATHER-PROOF, WHETHER OR NOT THE ATTACHMENT PLUG CAP IS INSERTED.



SECTION AT PORCH AREAS
SCALE 1/2"=1'-0"

GENERAL NOTES

1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THAT THE CONTRACTOR OR OWNER-BUILDER IS KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.
2. THE CONTRACTOR / OWNER-BUILDER SHALL REVIEW DRAWINGS FOR ACCURACY AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER / ARCHITECT PRIOR TO CONSTRUCTION.
3. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE. DO NOT SCALE DRAWINGS.

ENGINEERING NOTES

1. ALL LOAD BEARING CONCRETE MASONRY UNITS SHALL COMPLY WITH ASTM C-90 WITH TYPE M OR S MORTAR COMPLYING WITH ASTM A-270. MASONRY UNITS SHALL HAVE A PRISM STRENGTH OF 1500 P.S.I.
2. REINFORCING BARS TO BE GRADE 40 WITH 25" LAP MINIMUM, (ASTM A-615)
3. COVERAGE: FOOTINGS = 3"; BEAMS = 1.5"
4. SLAB AND FOUNDATION CONCRETE TO HAVE 28 DAY COMPRESSIVE STRENGTH OF 2500 P.S.I.
5. ANY WOOD FRAMING OR LUMBER IN CONTACT WITH CONCRETE TO BE P.T. OR HAVE MOISTURE BARRIER OF 15 LB. FELT MIN.
6. CROSS REFERENCING BETWEEN CONNECTORS OF OTHER COMPANIES IS PERMITTED PROVIDED UPLIFT VALUES ARE SATISFIED.
7. THESE PLANS HAVE BEEN REVIEWED FOR COMPLIANCE WITH THE FLORIDA BUILDING CODE 1st EDITION (2020) AND NEC (2017).
8. DESIGN CRITERIA IS BASED ON THE CURRENT VERSION OF ASCE 7.
9. DIMENSIONS SHOULD BE USED IN LIEU OF SCALING WHEREVER POSSIBLE.
10. IN CONFORMITY WITH CHAPTER 3, SECTION R318 OF THE 1st EDITION FLORIDA BUILDING CODE-RESIDENTIAL, TERMITE PROTECTION SHALL BE PROVIDED BY REGISTERED TERMITICIDES, INCLUDING SOIL-APPLIED PESTICIDES, BAITING SYSTEMS, AND PESTICIDES APPLIED TO WOOD OR OTHER APPROVED METHODS OF TERMITE PROTECTION LABELED UPON COMPLETION OF THE APPLICATION OF THE TERMITE PROTECTIVE TREATMENT. A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT: THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH THE RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
20. ENGINEER CERTIFIES STRUCTURAL ONLY.

WIND NOTES

THE MAIN WIND RESISTANCE FOR THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 1st EDITION (2020), FLORIDA BUILDING CODE-RESIDENTIAL TO WITHSTAND THE WIND LOADS ASSOCIATED WITH A MINIMUM WIND SPEED OF 160 MILES PER HOUR, EXPOSURE "D" STRUCTURE. THE COMPONENTS AND CLADDING HAVE BEEN SELECTED AND THEIR USE INCORPORATED INTO THE DESIGN AND SPECIFICATIONS IN ACCORDANCE WITH THE 1st EDITION (2020), FLORIDA BUILDING CODE-RESIDENTIAL TO WITHSTAND THE WIND LOADS ASSOCIATED WITH A MINIMUM WIND SPEED OF 160 MILES PER HOUR, EXPOSURE "D" STRUCTURE.

1. ULTIMATE WIND SPEED = 160 MILES PER HOUR
2. WIND IMPORTANCE FACTOR = 1.1 BUILDING CATEGORY = OPEN (FULLY)
3. WIND EXPOSURE = EXPOSURE "D"
4. INTERNAL PRESSURE COEFFICIENT: + 0.001 - 0.00
5. COMPONENT & CLADDING DESIGN PRESSURE +41.4/-55.4 PSF THIS STRUCTURE IS LOCATED IN A WIND-BORNE DEBRIS ZONE PER 1st EDITION, FLORIDA BUILDING CODE-RESIDENTIAL.



Digitally signed by Ben S. Schwartz
DN: c=US, ou=Florida, i=ben@ben-schwartz.com, o=SBS SERVICES, LLC, cn=Ben S. Schwartz
email=bschwartz@sbs-services.com
Date: 2022.04.19 07:08:46 -0400



SBS SERVICES, LLC

3883 LONG LEAF DRIVE
MELBOURNE, FL 32901
(321) 894-1371
bschwartz@sbs-services.com

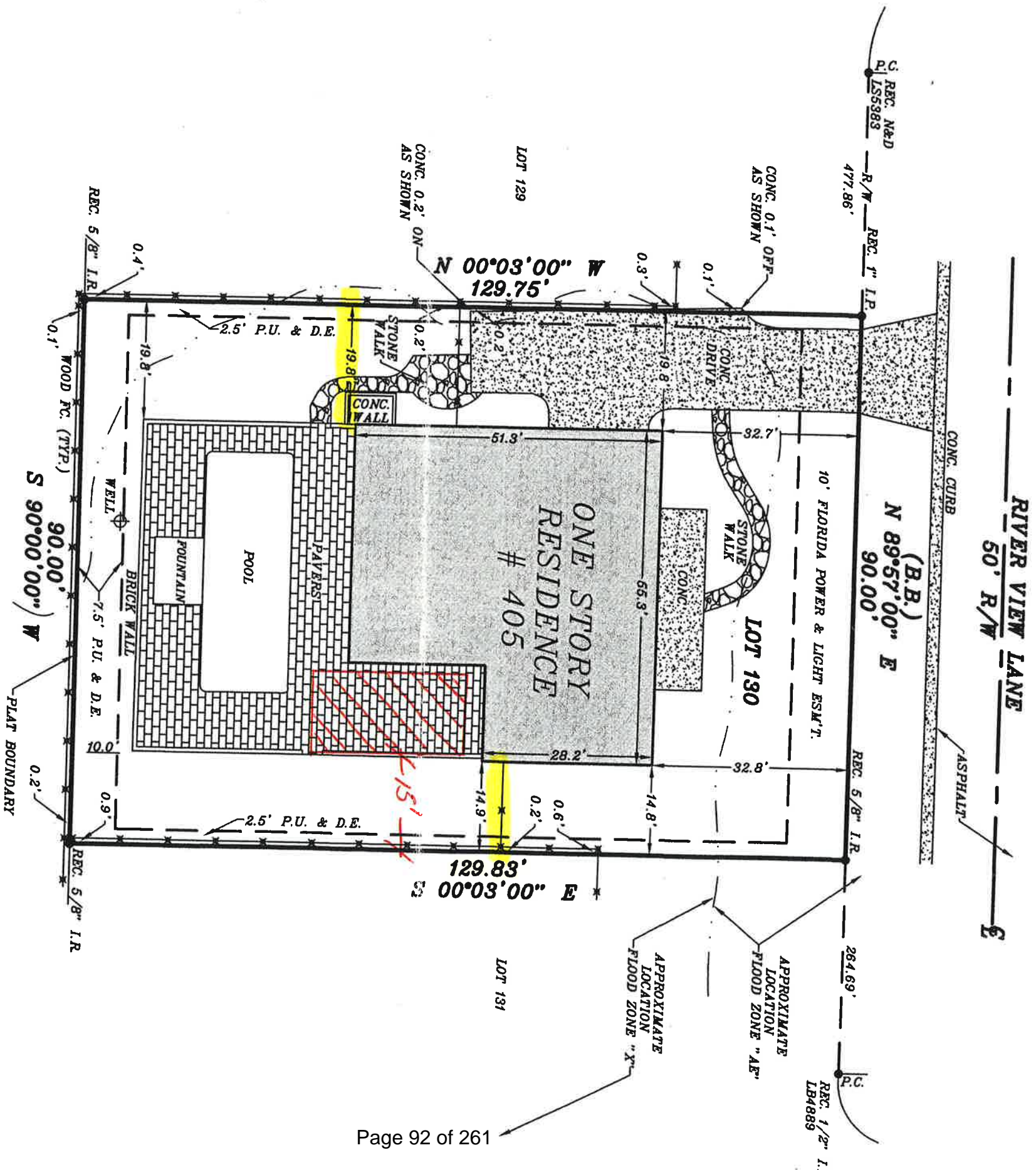
THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY BEN S. SCHWARTZ, P.E. ON THE DATE AND/OR TIME STAMP SHOWN USING A SHA AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THESE PLANS AND SPECIFICATIONS COMPLY WITH THE STRUCTURAL PORTION OF THE 7th EDITION FLORIDA BUILDING CODE - RESIDENTIAL, CHAPTER 3 FOR WIND AND GRAVITY LOADS AS AMENDED AND ENFORCED BY THE PERMITTING JURISDICTION.
BEN S. SCHWARTZ
P.E. LIC. NO. 41778 CA LIC. NO. 28811
DATE

STRUCTURAL CERTIFICATION FOR WIND LOADING ONLY

SPACE COAST SURVEYING INC.
MAP OF SURVEY PREPARED FOR: DAVID G. HAIN AND KATHRYN E. HAIN, WELLS FARGO BANK N.A., SUPREME TITLE SOLUTIONS, LLC
CHICAGO TITLE INSURANCE COMPANY

DESCRIPTION AS PROVIDED TO SURVEYOR: LOT 130, HARBOR EAST SECTION THREE-AMENDED, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 23, PAGE 35, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.





TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

Site Plan Review

Applicable Codes

Town of Melbourne Beach Land Development Code
2020 Florida Building Code

Date: April 27, 2022
Owner: STEPHENS, WILLIAM; STEPHENS, ALLISON
Owner Address: 1508 PINE ST MELBOURNE BEACH FL
Site Address: 1508 PINE ST MELBOURNE BEACH FL
Parcel ID: 28-38-07-02-30-4
Zoning: 1RS

Proposed Project: Additions to a single-family dwelling.

References: Town of Melbourne Beach Code of Ordinances: 7A-31,
Ordinance 2019-06

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

Staff Review: The property lies in Zoning District 1RS

- 1). Project is a front entry addition and a partial second story addition to a single-family dwelling. No trees will be removed for the project.
- 2). The Building Lot Zoning District requirements of min. lot area, width and depth.
Lot area is 28,173 sq. ft. Min. 12,000 sq. ft.
Lot width is 152.75 ft. min. 100 ft.
Lot depth is 184.44 ft. min. 120 ft.
- 3). Lot coverage has a maximum of 30% for principle structure.
Lot coverage per plan is 26 % Footprint of Primary Structure is 7,340 sq. ft.
Max allowed for Primary Structure is 8,451.9 sq. ft. for Lot Area of 28,173 sq. ft.
Minimum pervious area per lot is 30%. Pervious area is 52.4%
- 4). Structure maximum height for zoning district is 28 ft.
The proposed height provided is 26' 8".
Flood Zone X and AE. Dwelling is in AE.

5). Zoning District Setback requirements

All set-backs to the proposed additions are within the current primary structure set-backs and meet all requirements.

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

7). On-site Storm water Retention Control measures shall be met and approved by the Building Official in accordance with the Town of Melbourne Beach Code of Ordinances (27-28) and the Florida Building Code (3307.1). Topographic maps may be required. This addition is not a modification greater than 50% of the appraised value as per Ordinance 2019-06.

Minimum Landscaping Standards shall be met.

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

A handwritten signature in black ink, appearing to read 'Robert Bitgood', with a stylized flourish at the end.

**Robert Bitgood
Building Official**

1508 Pine

IMPERVIOUS		PERVIOUS	
Primary Structure	7,340	Shed space	
Pool	924	Open areas	
Decks		Other	
Driveway	3,252		
Accessory Bldg			
Concrete areas	390	TOTAL PERVIOUS	14,771
Pavers areas	1,496		
Other			
TOTAL IMPERVIOUS	13402		
		Lot Total Sq Footage	28,173
		TOTAL % PERVIOUS	0.524296



TOWN OF MELBOURNE BEACH DEVELOPMENT APPLICATION

QPR 12 '22 PM3:54

I. SUBMITTAL REQUIREMENTS:

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

II. REQUEST:

- | | |
|--|--|
| <input type="checkbox"/> Land Use Plan Amendment | <input type="checkbox"/> Rezoning |
| <input type="checkbox"/> Special Exception | <input type="checkbox"/> Coastal Construction Variance |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Appeal (Application must be filed within 30 days) |
| <input checked="" type="checkbox"/> Site Plan Review Single Family (1RS, 2RS, 3RS) | <input type="checkbox"/> Site Plan Review Multifamily (4RM, 5RMO) |
| <input type="checkbox"/> Site Plan Review Commercial (6B, 7C, 8B, 9I) | <input type="checkbox"/> Amendment to the Land Development Code |
| | <input type="checkbox"/> Other (specify) _____ |

III. PROPERTY INFORMATION:

General Location: Melbourne Beach

Address: 1508 Pine St. Melbourne Beach, FL 32951

Parcel Number(s): _____

Area (in acreage): _____ Area (in square feet): _____

Current Zoning: 1RS Proposed Zoning: _____

Current Future Land Use: _____ Proposed Future Land Use: _____

Brief Description of Application: Home Renovation and addition

Date of Mandatory Pre-Application Meeting (attach meeting minutes if applicable): April 12th, 2022

IV. APPLICANT INFORMATION:

Property Owner

Name: Allison Stephens

Phone: 305-546-5471

Address: 1508 Pine St.

Fax: _____

Melbourne Beach, FL 32951

Email: stephens1976@gmail.com

Applicant (if other than property owner)

Name: _____

Phone: _____

Address: _____

Fax: _____

Email: _____

V. OWNER AUTHORIZATION:*

The undersigned hereby affirms the following:

1. That I/we are the fee simple title owner/contract purchaser (circle one) of the property described in this application.
2. That I/we have read and understands the entire application and concurs with the request.
3. That I/we have appointed the Applicant to represent the application, and empowers the Applicant to accept any and all conditions of approval imposed by the Town of Melbourne Beach.

Signature: Allison Stephens

Date: 4/12/22

Print Name: Allison Stephens

Title: Home owner

*Must sign in front of notary.

State of Florida
County of Brevard.

The foregoing application is acknowledged before me

this 12 day of April, 2022, by Allison Stephens
who is/are personally known to me, or who has/have produced _____
as identification.

[Signature]
Signature of Notary Public, State of Florida



ELIZABETH CROWELL
Commission # HH 155162
Expires November 17, 2025
Bonded Thru Budget Notary Services

VI. APPLICANT CERTIFICATION:*

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

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

Signature: Allison Stephens Date: 4/12/22

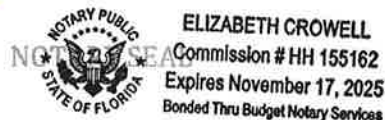
Print Name: Allison Stephens Title: Home owner

*Must sign in front of notary.

State of Florida
County of Brevard.

The foregoing application is acknowledged before me
this 12 day of April, 2022 by Allison Stephens
who is/are personally known to me, or who has/have produced _____
as identification.

Elizabeth Crowell
Signature of Notary Public, State of Florida



VII. PROJECT DESCRIPTION:

Describe Application: Home Renovation and Addition

Provide attachment if more space is needed.

Describe Existing Conditions: Second Story Addition. Alteration of front porch.
No trees removed.

Provide attachment if more space is needed.

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1–9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION				FOR INSURANCE COMPANY USE	
A1. Building Owner's Name William & Allison Stephens				Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1508 Pine St				Company NAIC Number:	
City Melbourne Beach		State Florida		ZIP Code 32951	
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Wilcox Plat Of Melbourne Beach Resubd Of Blks 11,20,21,30 & 31 Lots 4,5,6 Blk 30					
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) RESIDENTIAL					
A5. Latitude/Longitude: Lat. N 28°03'46.2" Long. W 80°33'48.4" Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983					
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.					
A7. Building Diagram Number 1A					
A8. For a building with a crawlspace or enclosure(s):					
a) Square footage of crawlspace or enclosure(s) 0 sq ft					
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade 0					
c) Total net area of flood openings in A8.b 0 sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
A9. For a building with an attached garage:					
a) Square footage of attached garage 984 sq ft					
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade 0					
c) Total net area of flood openings in A9.b 0 sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number Town of Melbourne Beach 125128			B2. County Name BREVARD COUNTY		B3. State Florida
B4. Map/Panel Number 12009C0604	B5. Suffix G	B6. FIRM Index Date 03/17/2014	B7. FIRM Panel Effective/ Revised Date 03/17/2014	B8. Flood Zone(s) X & AE	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 4.7 FEET
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

ELEVATION CERTIFICATEOMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1508 Pine St			Policy Number:	
City Melbourne Beach	State Florida	ZIP Code 32951	Company NAIC Number	
SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)				
C1. Building elevations are based on: <input type="checkbox"/> Construction Drawings* <input type="checkbox"/> Building Under Construction* <input checked="" type="checkbox"/> Finished Construction *A new Elevation Certificate will be required when construction of the building is complete.				
C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters. Benchmark Utilized: <u>LOCAL</u> Vertical Datum: <u>NAVD 1988</u>				
Indicate elevation datum used for the elevations in items a) through h) below. <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____				
Datum used for building elevations must be the same as that used for the BFE.				
Check the measurement used.				
a) Top of bottom floor (including basement, crawlspace, or enclosure floor) <u>5.8</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters				
b) Top of the next higher floor <u>15.8</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters				
c) Bottom of the lowest horizontal structural member (V Zones only) <u>N/A</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters				
d) Attached garage (top of slab) <u>5.2</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters				
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments) <u>5.8</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters				
f) Lowest adjacent (finished) grade next to building (LAG) <u>4.1</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters				
g) Highest adjacent (finished) grade next to building (HAG) <u>5.2</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters				
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support <u>5.1</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters				
SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION				
This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.				
Were latitude and longitude in Section A provided by a licensed land surveyor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Check here if attachments.				
Certifier's Name JOEL A. SEYMOUR		License Number PSM 6133		Place Seal Here
Title PRESIDENT				
Company Name KANE SURVEYING, INC.				
Address 505 DISTRIBUTION DRIVE				
City MELBOURNE	State Florida	ZIP Code 32904		
Signature		Date 05/10/2019	Telephone (321) 676-0427	
Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.				
Comments (including type of equipment and location, per C2(e), if applicable) Latitude and longitude were derived from Google Earth. Lowest machinery servicing the building is an air conditioner.				

ELEVATION CERTIFICATEOMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1508 Pine St			Policy Number:
City Melbourne Beach	State Florida	ZIP Code 32951	Company NAIC Number

**SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED)
FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E3. Attached garage (top of slab) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name
JOEL A. SEYMOUR

Address 505 DISTRIBUTION DRIVE	City MELBOURNE	State Florida	ZIP Code 32904
-----------------------------------	-------------------	------------------	-------------------

Signature	Date 05/10/2019	Telephone (321) 676-0427
-----------	--------------------	-----------------------------

Comments

☐ Check here if attachments.

ELEVATION CERTIFICATE

OMB No. 1660-0008

Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.**FOR INSURANCE COMPANY USE**Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
1508 Pine St

Policy Number:

City
Melbourne BeachState
FloridaZIP Code
32951

Company NAIC Number

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

- G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number

G5. Date Permit Issued

G6. Date Certificate of
Compliance/Occupancy IssuedG7. This permit has been issued for: ☐ New Construction ☐ Substantial ImprovementG8. Elevation of as-built lowest floor (including basement)
of the building: _____☐ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____

☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____

☐ feet ☐ meters Datum _____

Local Official's Name

Title

Community Name

Telephone

Signature

Date

Comments (including type of equipment and location, per C2(e), if applicable)

☐ Check here if attachments.

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

OMB No. 1660-0008

Expiration Date: November 30, 2018

ELEVATION CERTIFICATE**IMPORTANT: In these spaces, copy the corresponding information from Section A.**Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
1508 Pine StCity
Melbourne BeachState
FloridaZIP Code
32951**FOR INSURANCE COMPANY USE**

Policy Number:

Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.



Photo One

Photo One Caption FRONT VIEW: 5/9/19



Photo Two

Photo Two Caption REAR VIEW: 5/9/19

ELEVATION CERTIFICATE**BUILDING PHOTOGRAPHS**

Continuation Page

OMB No. 1660-0008

Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.**FOR INSURANCE COMPANY USE**Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
1508 Pine St

Policy Number:

City

State

ZIP Code

Melbourne Beach

Florida

32951

Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Photo One

Photo One Caption

Photo Two

Photo Two Caption

Universal Property & Casualty Insurance Company
A Stock Company
c/o Evolution Risk Advisors, Inc.
1110 W. Commercial Blvd
Fort Lauderdale, FL 33309

Homeowners
Declaration Effective
08/25/2021



UNIVERSAL
PROPERTY
& CASUALTY INSURANCE COMPANY

Renewal Policy

THIS IS NOT A BILL

For Policy or Claims Questions Contact Your Agent Listed Below

Policy Number	FROM	Policy Period	TO	[MORTGAGEE BILLED]	Agent Code
1501-2005-9381	08/25/2021		08/25/2022	12:01 AM Standard Time	FL29465

Named Insured and Address

Allison and William Stephens
1508 PINE ST
Melbourne Beach, FL 32951
(386) 624-6934

Agent Name and Address

Brightway Insurance, Inc. #0123
P.O. Box 5700
Jacksonville, FL 32247
(321) 280-5200

Insured Location

1508 PINE ST MELBOURNE BEACH, FL 32951 BREVARD COUNTY

Premium Summary

Basic Coverages Premium	Attached Endorsements Premium	Assessments / Surcharges	MGA Fees/Policy Fees	Total Policy Premium (Including Assessments & Surcharges)
\$12,914.00	\$2,281.00	\$3,956.00	\$27.00	\$19,178.00

Rating Information

Form	Construction	Year	Townhouse/ Rowhouse	Number of Families	Occupied	Protection Class	Territory	BCEG
HO3	Masonry	1987	N	1	Y	3	57	99
County		Dwelling Replacement Cost	Personal Property Replacement Cost		Protective Device Credits:			
BREVARD		Y	Y		Burglar	Fire	Sprinkler	
					N	N	N	

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

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

COVERAGES - SECTION I	LIMITS	PREMIUMS	COVERAGES - SECTION II	LIMITS	PREMIUMS
Coverage A - Dwelling	\$1,010,800	\$12,914.00	Coverage E - Personal Liability	\$300,000	\$18.00
Coverage B - Other Structure	\$101,080		Coverage F - Medical Payments	\$1,000	\$0.00
Coverage C - Personal Property	\$505,400				
Coverage D - Loss of Use	\$202,160				

NOTE:

The portion of your premium for hurricane coverage is: \$13,314.16
The portion of your premium for all other coverages is: \$5,863.84

Section I Coverages Subject to a 2.0% of Coverage A - \$20,216 Hurricane Deductible Per Calendar Year.

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

The Ordinance or Law Coverage amount is 25% of Coverage A - \$252,700

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

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

Brightway Insurance, Inc. #0123

Countersignature

Date

Chief Executive Officer

Universal Property & Casualty Insurance Company,
A Stock Company
c/o Evolution Risk Advisors, Inc.
1110 W. Commercial Blvd
Fort Lauderdale, FL 33309

Declaration Effective
08/25/2021



UNIVERSAL
PROPERTY
A CASUALTY INSURANCE COMPANY

Renewal Policy

THIS IS NOT A BILL

Policy Number	FROM	Policy Period	TO	[MORTGAGEE BILLED]	Agent Code
1501-2005-9381	08/25/2021		08/25/2022	12:01 AM Standard Time	FL29465

Mortgagee/Additional Interest 01

ShellPoint Mortgage Servicing ISAOA/ATIMA
PO Box 7050
Troy, MI 48007
0673065496
Mortgagee

Additional Interest


Mortgagee/Additional Interest 02

Mortgagee/Additional Interest 03

Policy Forms & Endorsements Applicable to This Policy

NUMBER EDITION	DESCRIPTION	LIMITS	PREMIUMS
UPCIC HO3 15 05 18	Homeowners 3 Special Form		\$12,914.00
UPCIC 905 15 03 18	Outline of Your Homeowner Policy		
UPCIC 406 15 05 18	Personal Property Replacement Cost		\$2,238.00
UPCIC 407 15 12 17	Water Back-Up and Sump Discharge or Overflow Coverage	\$5,000	\$25.00
UPCIC 201 15 02 18	Calendar Year Hurricane Deductible With Supplemental Reporting Requirement - Florida		
UPCIC 601 15 12 17	No Coverage for Home Day Care Business		
	Year Built Surcharge		\$3,956.00
	Personal Liability Increase Endorsement	\$300,000	\$18.00
	Emergency Management Preparedness Assistance Trust Fund		\$2.00
	MGA Fee		\$25.00

YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.

Universal Property & Casualty Insurance Company, A Stock Company c/o Evolution Risk Advisors, Inc. 1110 W. Commercial Blvd Fort Lauderdale, FL 33309		Declaration Effective 08/25/2021		 UNIVERSAL PROPERTY <small>& CASUALTY INSURANCE COMPANY</small>	
				Renewal Policy	
THIS IS NOT A BILL					
Policy Number	FROM	Policy Period	TO	[MORTGAGEE BILLED]	Agent Code
1501-2005-9381	08/25/2021		08/25/2022	12:01 AM Standard Time	FL29465

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LAW AND ORDINANCE: LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR INSURANCE AGENT.

FLOOD INSURANCE: YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR HOMEOWNER'S INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOU MAY HAVE UNCOVERED LOSSES CAUSED BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

COINSURANCE CONTRACT: THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

Melbourne Beach Building Department

From: Allison Stephens <stephens1976@gmail.com>
Sent: Tuesday, April 12, 2022 3:04 PM
To: Melbourne Beach Building Department
Subject: Fwd: Contract - CK Construction proposal
Attachments: Contract Stephens.pdf; ATT00001.htm

Allison Stephens
305-546-5471

Begin forwarded message:

From: clint kicinski <clint@ckdevllc.com>
Date: April 11, 2022 at 4:52:04 PM EDT
To: Allison Stephens <stephens1976@gmail.com>
Subject: Contract

Hi Allison,
Attached is the contract. Per our conversation today, the estimated value of construction is \$450,000.00. This is the amount that will be used on the permit application.
Thank you,
Clint
Clint Kicinski
CK Development, LLC
321.544.3653
clint@ckdevllc.com
ckdevllc.com

APR 12 '22 PM3:53

CK DEVELOPMENT, LLC
231 Miami Avenue, Indialantic, FL 32903
License # CBC 1255977

CONSTRUCTION CONTRACT

This agreement entered into this 11th Day of April 2022 by and between CK DEVELOPMENT, LLC, Hereinafter called CONTRACTOR, and William & Allison Stephens , Hereinafter called OWNER.

Project address/description: 1508 Pine St Melbourne Beach Florida 32951

The parties hereto agree as follows:

Contractor Scope of Work. *All trades supplied by Contractor shall be approved by Owner prior to commencement of work. Verbal approval shall be acceptable.*

The Contractor shall be responsible for the following:

- All items per construction documents prepared by Alex Mitz Design Job 19-051
- Permit and Notice of Commencement application submittal excluding fees.
- Demolition & Dumpsters
- HVAC
- Electrical
- Plumbing
- Roofing
- Framing Labor and materials
- Painting
- Hardie Board Siding and Soffits per plan
- Purchase and Installation of flooring
- Interior millwork and Interior door hardware.
- Purchase and installation of wall tile in bathrooms and kitchen backsplash
- Installation of drywall with orange peel finish on walls and ceilings throughout
- Installation of Denshield tile backer in showers and Durrock over wood subfloor
- Supply and install kitchen and bath cabinets and vanities.
- Supply and install kitchen and bath counter tops.
- Staircase and rail
- Plumbing and electrical fixtures
- Front Entry

Homeowner Scope of Work The homeowner shall be responsible for the following:

CK DEVELOPMENT, LLC
231 Miami Avenue, Indialantic, FL 32903
License # CBC 1255977

- Permitting fees
- Architectural & Engineering Fees
- Surveying
- Appliances
- Cabinetry handles or pulls
- Fencing
- Purchase and installation of windows and exterior doors-Excluding Front entry Door
- Landscaping and Irrigation

This Scope of Work does not include surveying and/or testing of the work or the site unless expressly described herein.

Price and payment. Cost plus 25% contractor/supervision fee for the contractor scope of work as described in this contract not including change orders/additions. Payments are to be made in the following manner:

1. Owner will be billed weekly for work completed with **payments due within five (5) business days of invoice.**
2. Prior to ordering any materials requiring a deposit, Owner will be invoiced, and payment must be received prior to ordering.

Contractor will begin services upon receipt of this agreement signed by Owner where indicated below.

If the Owner cancels this Agreement after the expiration of the cancellation period authorized by Section 501.031, Florida Statutes, Contractor shall be entitled to liquidated damages in the amount of 40% of the total contract price. The said amount of 40% is fixed and agreed on by and between Contractor and the Owner because of the impracticability and extreme difficulty of ascertaining the true value of damages which Contractor will sustain by Owner's cancellation of this agreement, some of which are indefinite and not susceptible of easy proof, said amount is agreed to be a reasonable amount of damage which the Contractor will sustain.

- **Owner's duties.** The Owner shall cooperate with and not hinder the Contractor with the performance hereunder including the furnishing of information, execution of documents, (including but not limited to information and documents for permitting) affording the Contractor access for performance of the work and reasonable storage for material and making timely payment.

If payment is past due more than seven days, the Contractor may suspend further work. Any additional costs for demobilization, protection of work, remobilization, and increases due to delay will be the responsibility of the Owner in that event. In the event that the Owner desires changes in the work, or changes are required due to codes or other reasons beyond the Contractor's control, the Owner agrees to execute written change orders to the contract to address such changes as a condition



BASED ON THE 7TH EDITION (2020) FLORIDA BUILDING CODE, RESIDENTIAL

ROOF COVERINGS

- [illegible]

D. REQUEST MANUFACTURER TO PROVIDE
EVIDENCE OF ADEQUATE EDUCATION.

8. EXTERIOR WINDOWS AND DOORS ARE TO BE FULLY FLAMED AND CALIBERED BEFORE TEST - PROVIDE BID DATA, FLAMING AND WINDOW TYPE AND ALL EXTERIOR WINDOW AND DOORS PER MANUFACTURER SPECIFICATIONS.
9. DOOR AND WINDOW HEADS SHALL BE EQUAL OR EXCEED OTHERS NOTED WINDOW SIZES MAY VARY WITH TYPE AND MANUFACTURER.
10. ALL WINDOW AND DOORS ARE TO BE STORED ON SITE PROPERLY PRIOR TO INSTALLATION TO AVOID DAMAGE TO FINISHES.
11. BIDDING CONTRACTOR ALONG WITH ARCHITECT AND BUILDING CODES OF THE NATIONAL, REVIEWER AND CALCULATION PERM ALL BE PROVIDED TO THE BUILDERS OFFICIAL AT DATE OF PERMIT APPLICATION.
- SWEETLAND
- GARAGES / CARPORTS
1. GARAGE DOOR
- A. ENGINEERED FOR WIND LOADS PER SECTION 9.04 AS BASED ON STRUCTURAL DRAWING.
- B. HOIST UNLIMITED AND DETAILS TO BE SUPPLIED BY GARAGE DOOR MANUFACTURER.
- C. DETAILS TO BE ATTACHED TO PERMIT PACKAGE BY ENGINEER.

GARAGES / CARPORTS

- [illegible]

[illegible]

MECHANICAL AND HVAC

- [illegible]

TIMBER

1. FOUNDATION ENGINEER SHALL PROVIDE COMPLETE CALCULATIONS SHOWING INTERNAL LAYOUT, PERMISSIBLE POWER AND STRESS CONTROL. DATA TO BE SUBMITTED TO THE BUILDING DEPARTMENT FOR APPROVAL, AND TO THE STRUCTURAL ENGINEER FOR REVIEW. ALL CALCULATIONS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL CIVIL OR STRUCTURAL ENGINEER REGISTERED IN THE STATE OF THE PROPOSED CONSTRUCTION.

INTERIOR SELECTIONS

- SEE ATTENTION DETAILED DOCUMENTS FOR:
- PLUMBING FIXTURES AND ACCESSORIES
 - KITCHEN & BATHROOM FIXTURES
 - EXTERIOR FINISH SELECTIONS
 - APPLIANCE SELECTIONS
 - CABINETRY DESIGN BY PRICE
 - SPECIALTY ITEMS

PROJECT NAME :	STEPHENS RESIDENCE
PROJECT ADDRESS :	1505 PINE STREET MILBOURNE BEACH FL 32061
PROPOSED USE :	SINGLE FAMILY RESIDENTIAL
CONTRACTOR :	OK DEVELOPMENT
APPLICABLE CODES :	
FLOOR BUILDING CODE :	FBC 10TH EDITION (2010)
MECHANICAL CODE :	2010
PLUMBING CODE :	2010
ELECTRICAL CODE :	NEC 2011
FIRE CODE :	FLORIDA FIRE PREVENTION CODE 2010
NOTIFY JURISDICTION :	TOWN OF MILBOURNE BEACH

SCHEDULE OF DRAWINGS

SHEET	DESCRIPTION
C1	COVER SHEET
A1	DEMOLITION PLAN
A2	NEW FLOOR PLAN
A3	NEW ROOF PLAN
E2	INTERIOR ELEVATIONS
E3	EXTERIOR ELEVATIONS
A6	WALL & BUILDING SECTIONS
A7	BUILDING SECTIONS
A8	WINDOW AND DOOR SCHEDULES
A9	FLASHING DETAILS
A10	FLASHING DETAILS
E1	ELECTRICAL PLANS
G1	STRUCTURAL NOTES
G2	FOUNDATION PLAN
B3	ROOF FINISHING PLAN
B4	FINISHING PLANS AND DETAILS
B5	STRUCTURAL DETAILS
G5	STRUCTURAL DETAILS
G1	STRUCTURAL DETAILS

AREA TABULATION

NEW ENTRY PORCH ADDITION 36 SF

ALL OTHER AREAS ARE EXISTING AND
TO BE RENOVATED PER THE DOCUMENTS
AND NEGOTIATION WITH OWNER AND
CONTRACTOR



JOB NO.	TS-051
DESIGNED	AAM
DRAWN	AAM
CHECKED	AAM
SCALE	AS SHOWN
DATE	4.8.22

[illegible]

CUSTOM DESIGN FOR

STEPHENS
RESIDENCE

ADDRESS:
508 PINE STREET
MELBOURNE BEACH FL 32951

SHEET TITLE

COVER SHEET

PLANNING AND ZONING. NOT FOR CONSTRUCTION

BID/PERMIT SET 10.20.21

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ALEX MITZ, PRESIDENT DESIGNER

C1

HEE



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•SUITE 201 MELBOURNE FL 32935•
•321-745-8699•
•ALEX@MITZDESIGNGROUP.COM•
•MITZDESIGNGROUP.COM•

JOB NO	19-051
DESIGNED	AAM
DRAWN	AAM
CHECKED	AAM
SCALE	AS SHOWN
DATE	4.8.22

REVISIONS	BY	DATE

CUSTOM DESIGN FOR
STEPHENS RESIDENCE

ADDRESS:
1508 PINE STREET
MELBOURNE BEACH FL 32951

SHEET TITLE

DEMOLITION PLAN

PLANNING AND ZONING. NOT FOR CONSTRUCTION

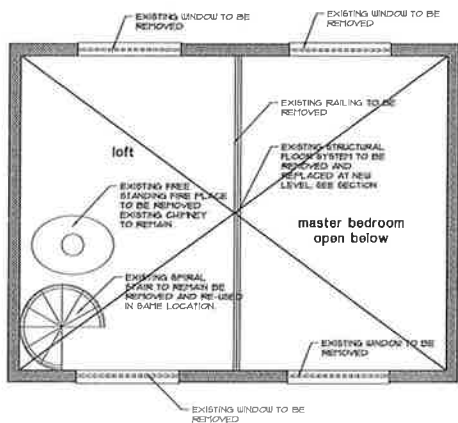
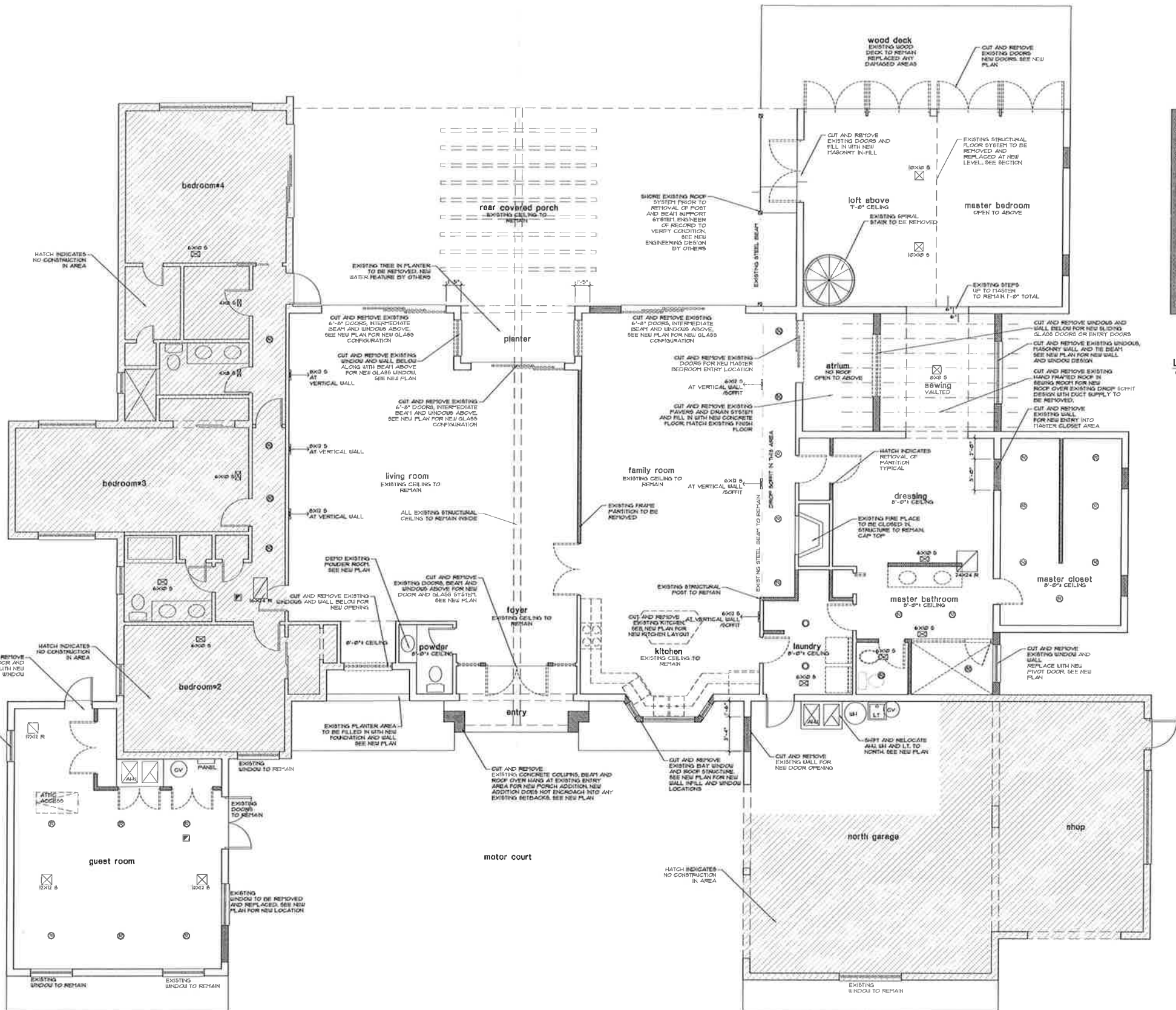
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A1

SHEET 2



LOFT DEMO PLAN
CUT AND REMOVE ENTIRE UPPER LEVEL OF LOFT, WALLS, WINDOWS, FLOOR AND ROOF SYSTEM
SCALE: 1/4" = 1'-0"

DEMO FLOOR PLAN
SCALE: 1/4" = 1'-0"



RESIDENTIAL PLANNING & DESIGN
587 WEST EAU GALLEE BLVD.
SUITE 201 MELBOURNE FL 32935
321.245-8609
ALEX@MITZDESIGNGROUP.COM
MITZDESIGNGROUP.COM

JOB NO. 19-051
DESIGNER AAM
DRAWN AAM
CHECKED AAM
SCALE AS SHOWN
DATE 4.8.22

REVISIONS	BY	DATE

CUSTOM DESIGN FOR
**STEPHENS
RESIDENCE**

ADDRESS:
1508 PINE STREET
MELBOURNE BEACH FL 32951

SHEET TITLE

NEW FLOOR PLAN

PLANNING AND ZONING. NOT FOR CONSTRUCTION

BID/PERMIT SET TO 20.21

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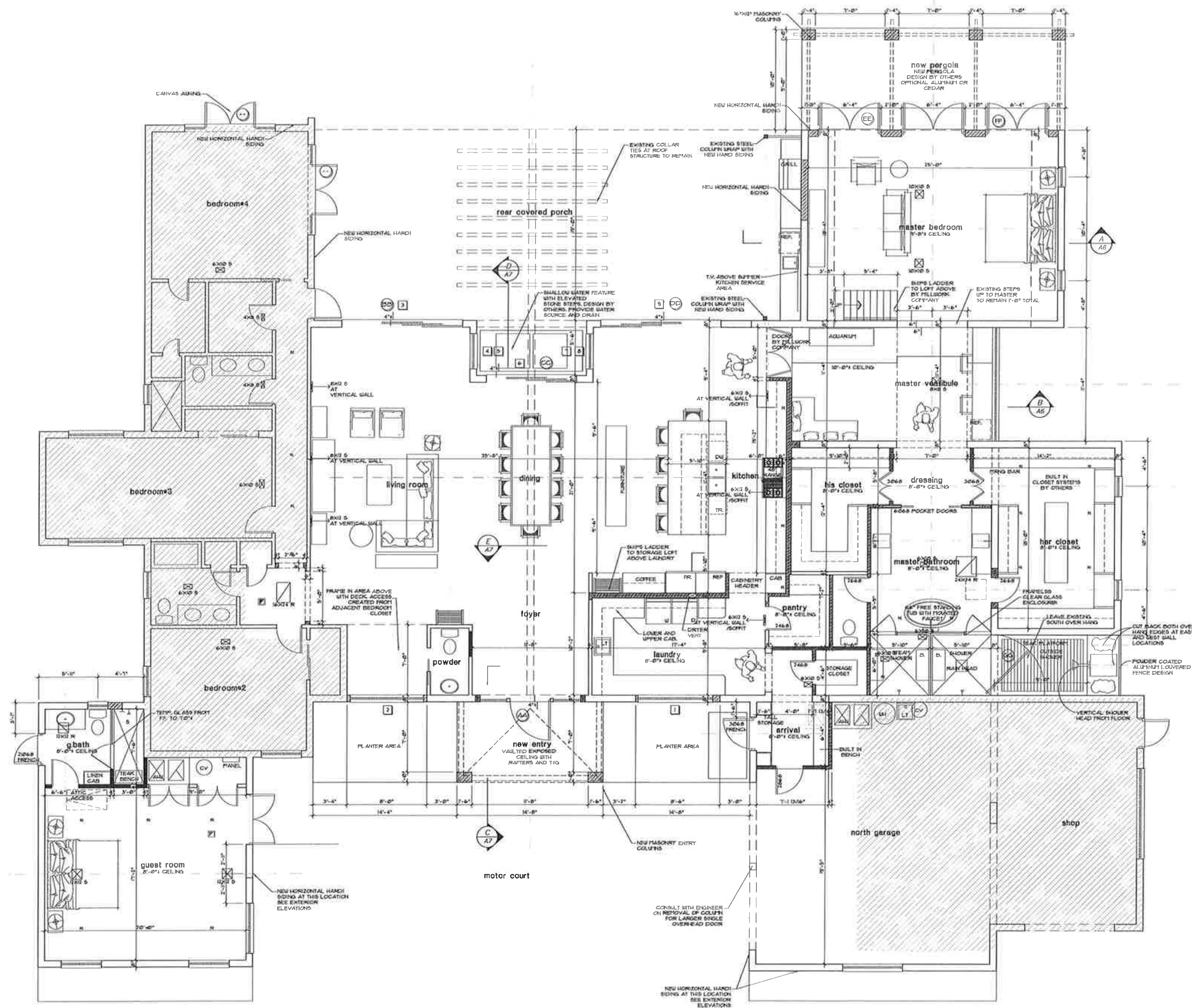
ALEX MITZ, PRESIDENT DESIGNER

AREA TABULATION

NEW ENTRY PORCH ADDITION 16 SF
ALL OTHER AREAS ARE EXISTING AND TO BE RENOVATED PER THE DOCUMENTS AND NEGOTIATION WITH OWNER AND CONTRACTOR

A2

SHEET 3



NEW FLOOR PLAN

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



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587 WEST EAU GALIE BLVD.
SUITE 201 MELBOURNE FL 32935
321-745-8609
ALEX@MITZDESIGNGROUP.COM
MITZDESIGNGROUP.COM

JOB NO.	19-051
DESIGNED BY	AAM
DRAWN BY	AAM
CHECKED BY	AAM
SCALE	AS SHOWN
DATE	8.8.22

REVISIONS	BY	DATE
1	AAM	8.8.22

CUSTOM DESIGN FOR
STEPHENS RESIDENCE
ADDRESS:
1508 PINE STREET
MELBOURNE BEACH FL 32951

SHEET TITLE
NEW FLOOR PLAN

PLANNING AND ZONING. NOT FOR CONSTRUCTION

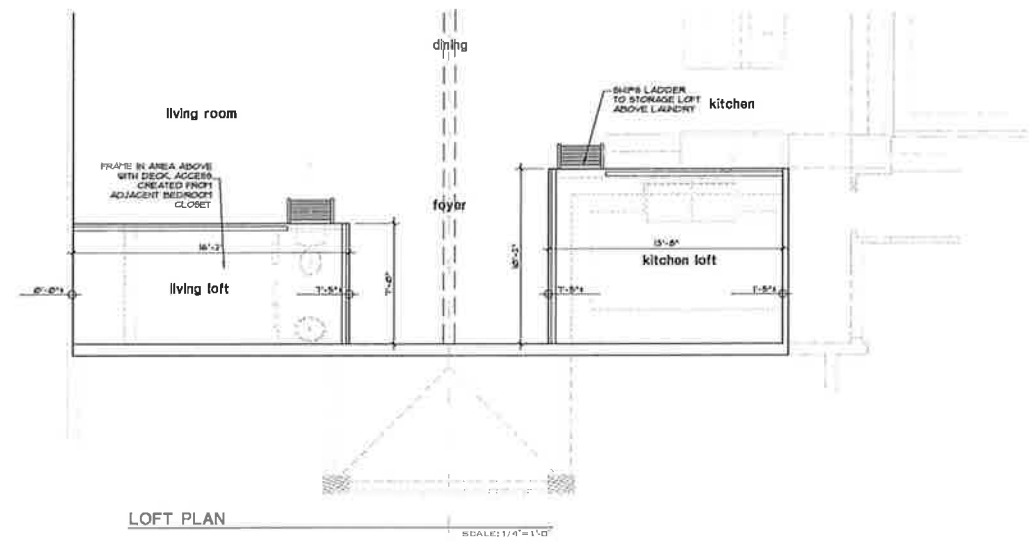
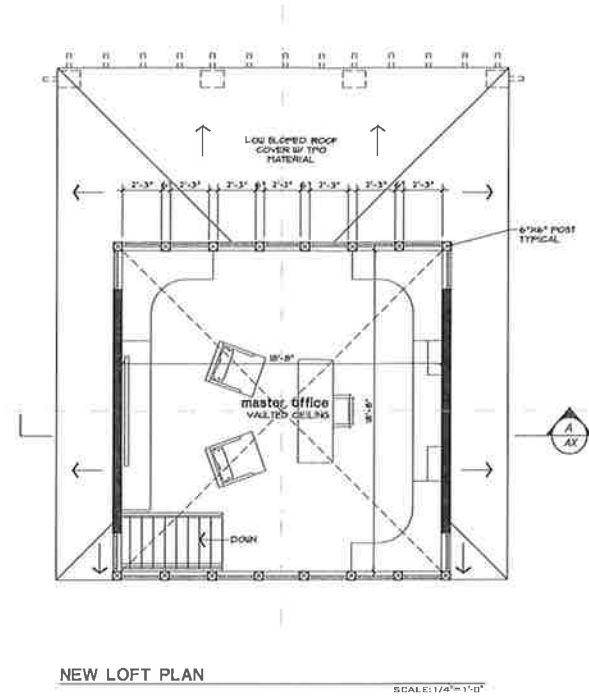
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ALEX MITZ, PRESIDENT DESIGNER

AREA TABULATION

NEW ENTRY PORCH ADDITION 36 SF
ALL OTHER AREAS ARE EXISTING AND TO BE RENOVATED PER THE DOCUMENTS AND NEGOTIATION WITH OWNER AND CONTRACTOR

A2.5
SHEET 3





DOI NO.	19-051
DESIGNED	AAM
MAN	AAM
TESTED	AAM
SCALE	A5 SHOWN
DATE	4.8.22

[illegible]

CUSTOM DESIGN FOR

STEPHENS
RESIDENCE

ADDRESS:
108 PINE STREET
ELBOURNE BEACH FL 32951

SHEET TITLE

ROOF PLAN

[illegible]

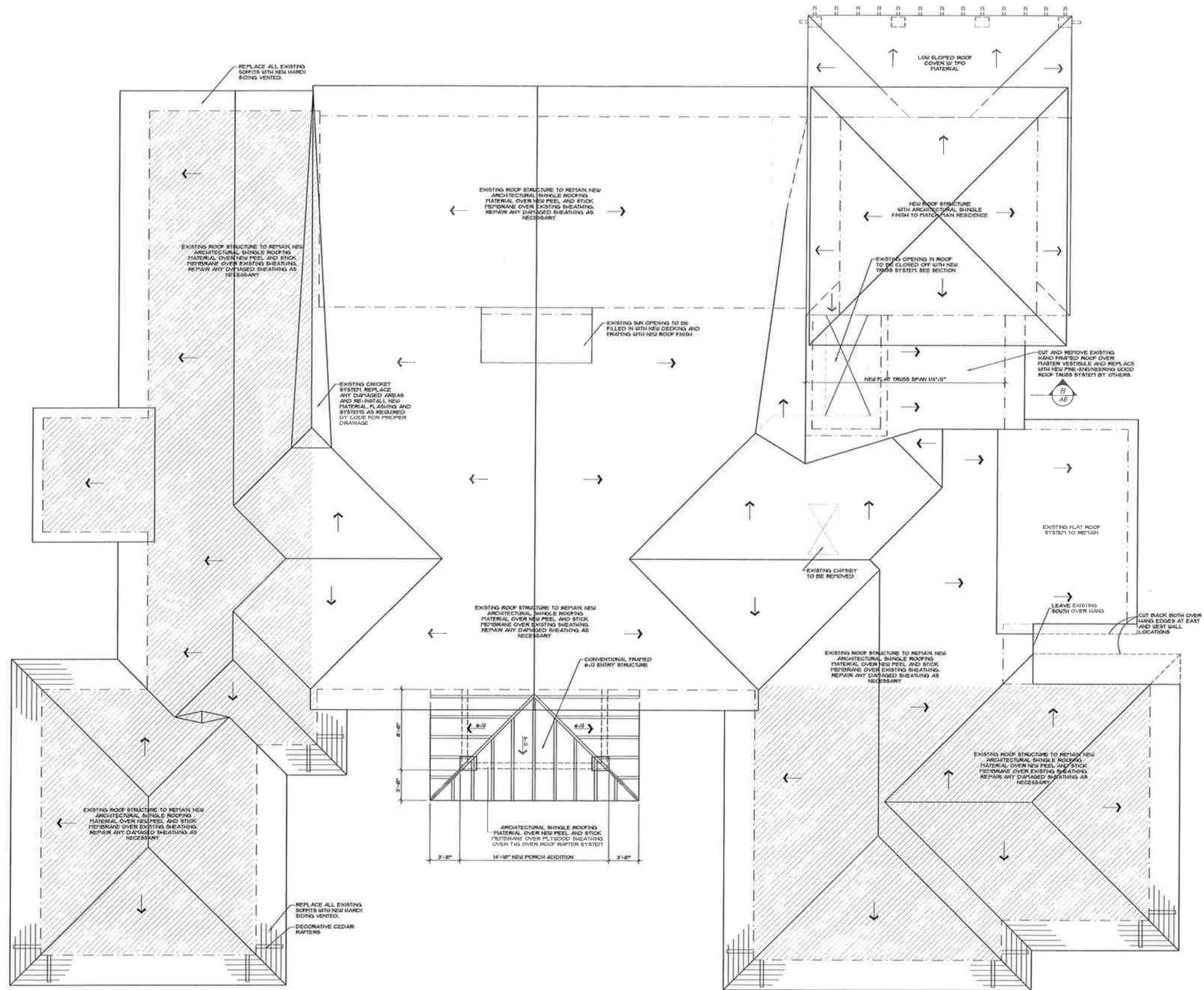
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THE DESIGN GROUP. UNAUTHORIZED USE WILL
BE PROSECUTED PURSUANT TO THE COPYRIGHT
LAW.

EXAMITZ, PRESIDENT DESIGNER

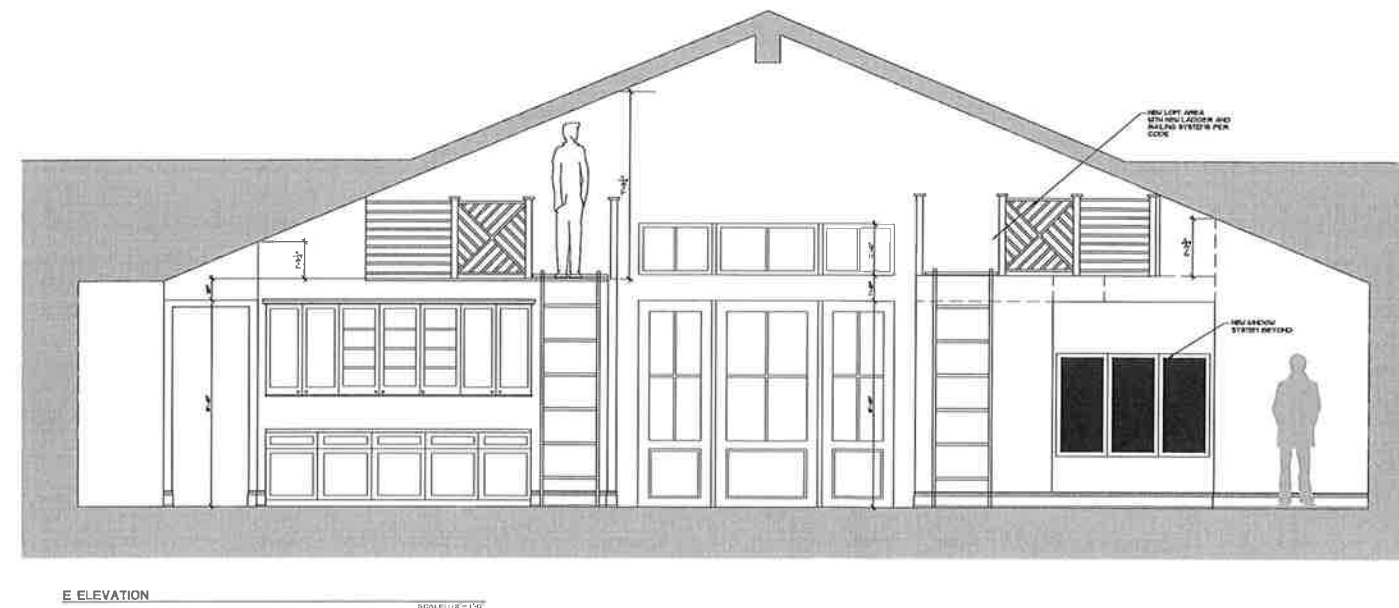
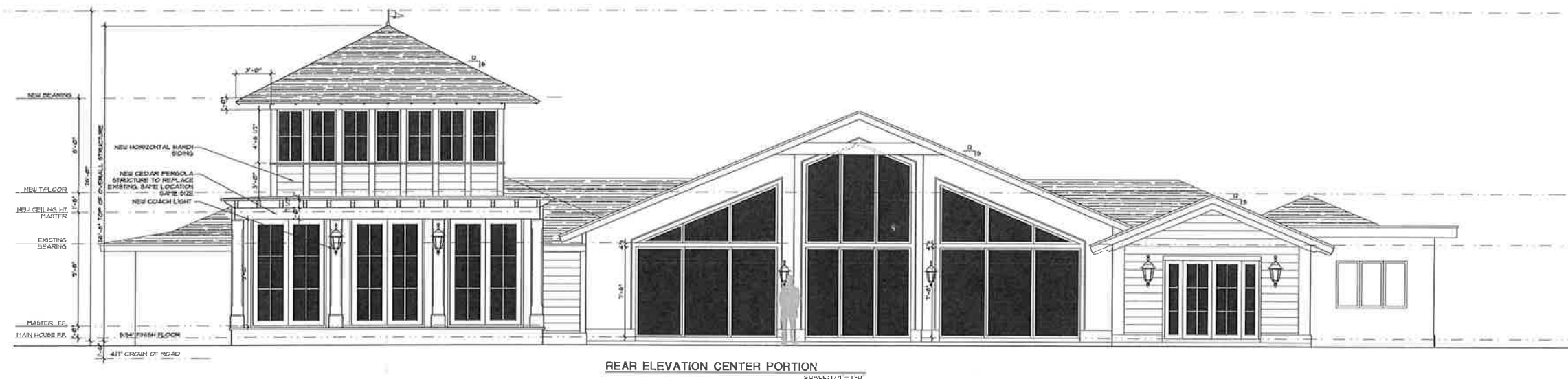
A3

ΣΕΤ 4



NEW FLOOR PLAN

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



RESIDENTIAL PLANNING & DESIGN
 • 587 WEST EAU GALIE BLVD •
 • SUITE 201 MELBOURNE FL 32935 •
 • 321-745-8600 •
 • ALEX@MITZDESIGNGROUP.COM •
 • MITZDESIGNGROUP.COM •

AGE NO. 19-051
 DESIGNED AAM
 DRAWN AAM
 CHECKED AAM
 SCALE AS SHOWN
 DATE 4.8.22

REVISIONS	BY	DATE
1	AAM	XXXXXX

CUSTOM DESIGN FOR
**STEPHENS
 RESIDENCE**
 ADDRESS:
 1508 PINE STREET
 MELBOURNE BEACH FL 32951

SHEET TITLE
 EXTERIOR ELEVATIONS

PLANNING AND ZONING. NOT FOR CONSTRUCTION

BID/PERMIT SET TO 2021
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ALEX MITZ, PRESIDENT DESIGNER

A4
 SHEET 3



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•SUITE 201 MELBOURNE FL 32935•
•321.745-9609•
•ALEX@MITZDESIGNGROUP.COM•
•MITZDESIGNGROUP.COM•

JOB NO	19-051
DESIGNED	AAM
DRAWN	AAM
CHECKED	AAM
SCALE	AS SHOWN
DATE	4.8.22

REVISIONS	BY	DATE

CUSTOM DESIGN FOR
STEPHENS RESIDENCE
ADDRESS:
1508 PINE STREET
MELBOURNE BEACH FL 32951

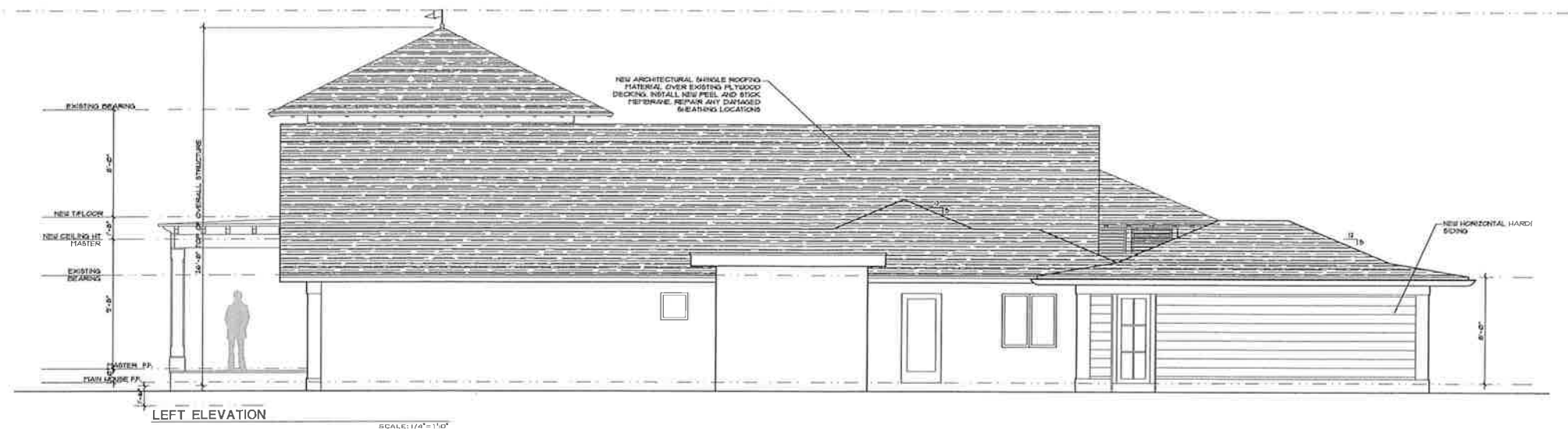
SHEET TITLE
EXTERIOR ELEVATIONS

PLANNING AND ZONING. NOT FOR CONSTRUCTION

BID/PERMIT SET 10.20.21
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ALEX MITZ, PRESIDENT DESIGNER

A5
SHEET 5





MITZ DESIGN

RESIDENTIAL PLANNING & DESIGN
 587 WEST 64TH AVE BLVD
 SUITE 201 MELBOURNE FL 32935
 321-745-8609
 ALEX@MITZDESIGNGROUP.COM
 MITZDESIGNGROUP.COM

JOB NO	19-051
DESIGNED	AAM
DRAWN	AAM
CHECKED	AAM
SCALE	AS SHOWN
DATE	4.8.22

REVISIONS	BY	DATE
1	AAM	XX.XX.XX

CUSTOM DESIGN FOR
STEPHENS RESIDENCE
 ADDRESS:
 1508 PINE STREET
 MELBOURNE BEACH FL 32951

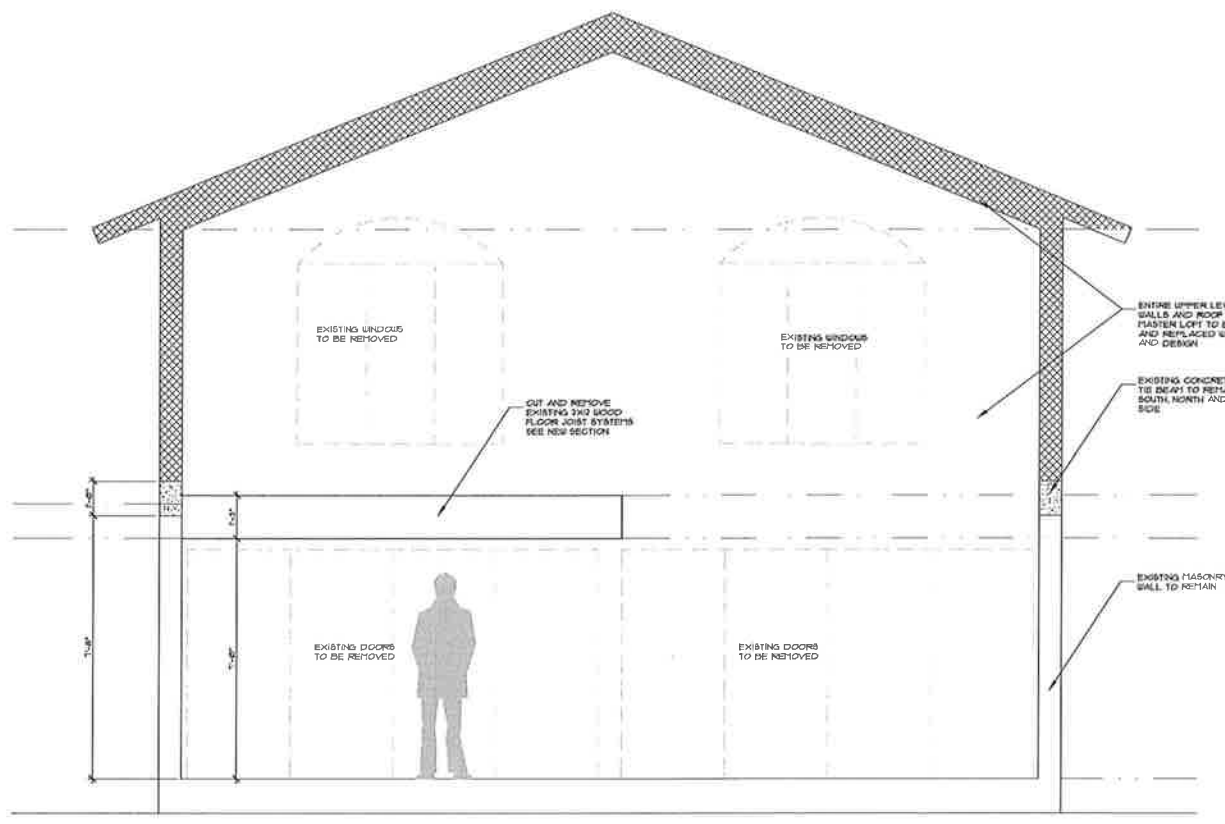
SHEET TITLE
 SECTIONS

PLANNING AND ZONING. NOT FOR CONSTRUCTION

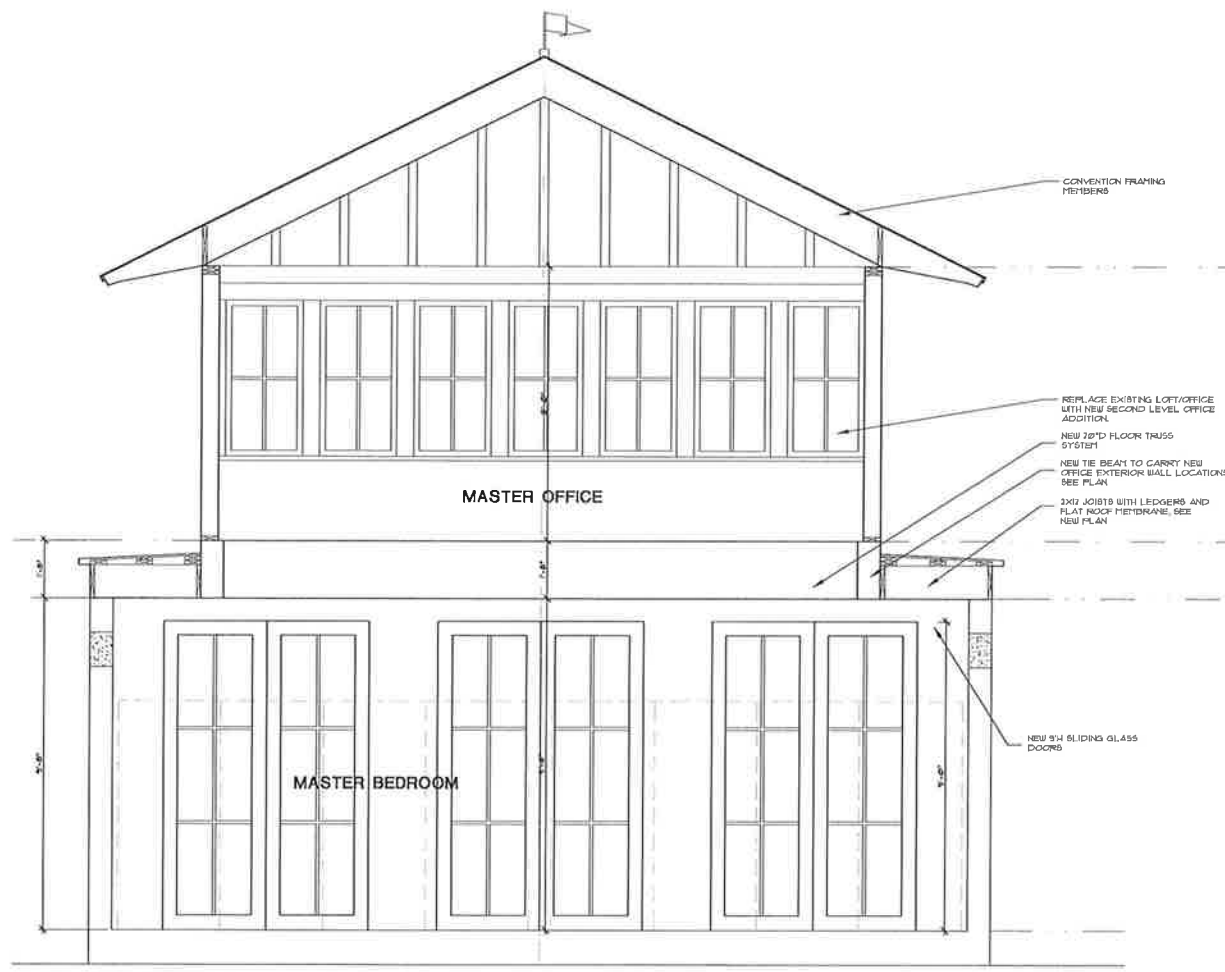
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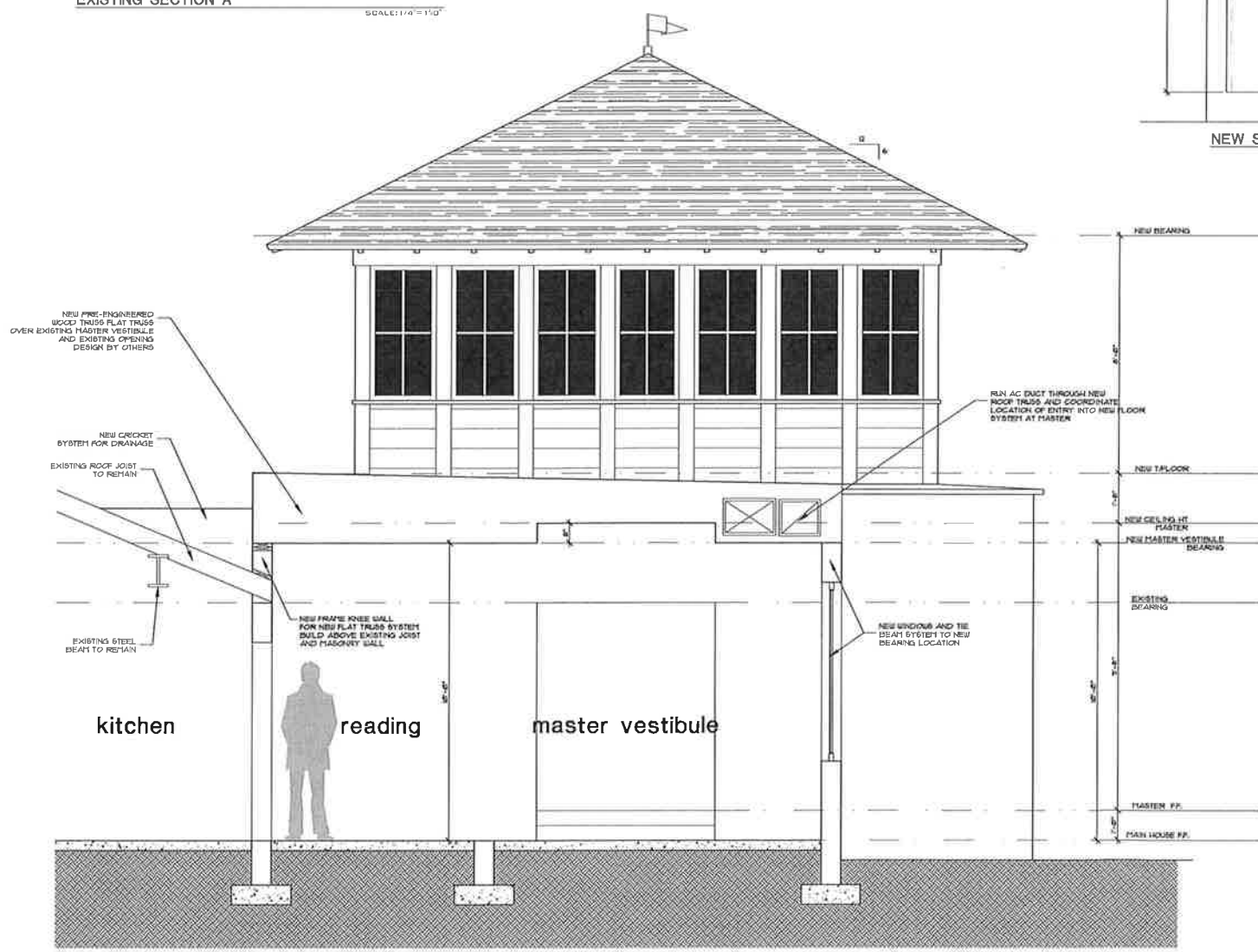
A6
 SHEET



EXISTING SECTION A
 SCALE: 1/4" = 1'-0"



NEW SECTION A
 SCALE: 1/4" = 1'-0"



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

JOB NO.	19-051
DESIGNED	AAM
DRAWN	AAM
CHECKED	AAM
SCALE	AS SHOWN
DATE	4.8.22

REVISIONS	BY	DATE

CUSTOM DESIGN FOR

STEPHENS RESIDENCE

ADDRESS:

1508 PINE STREET

MELBOURNE BEACH FL 32951

SHEET TITLE

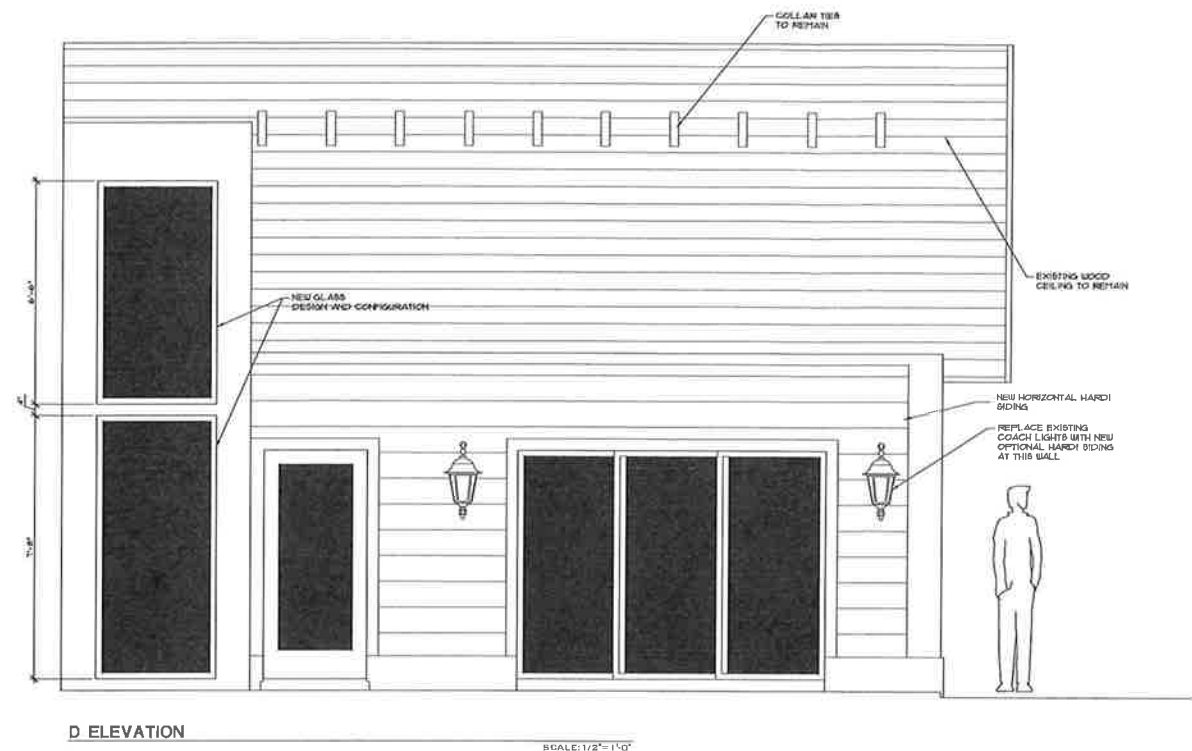
SECTIONS

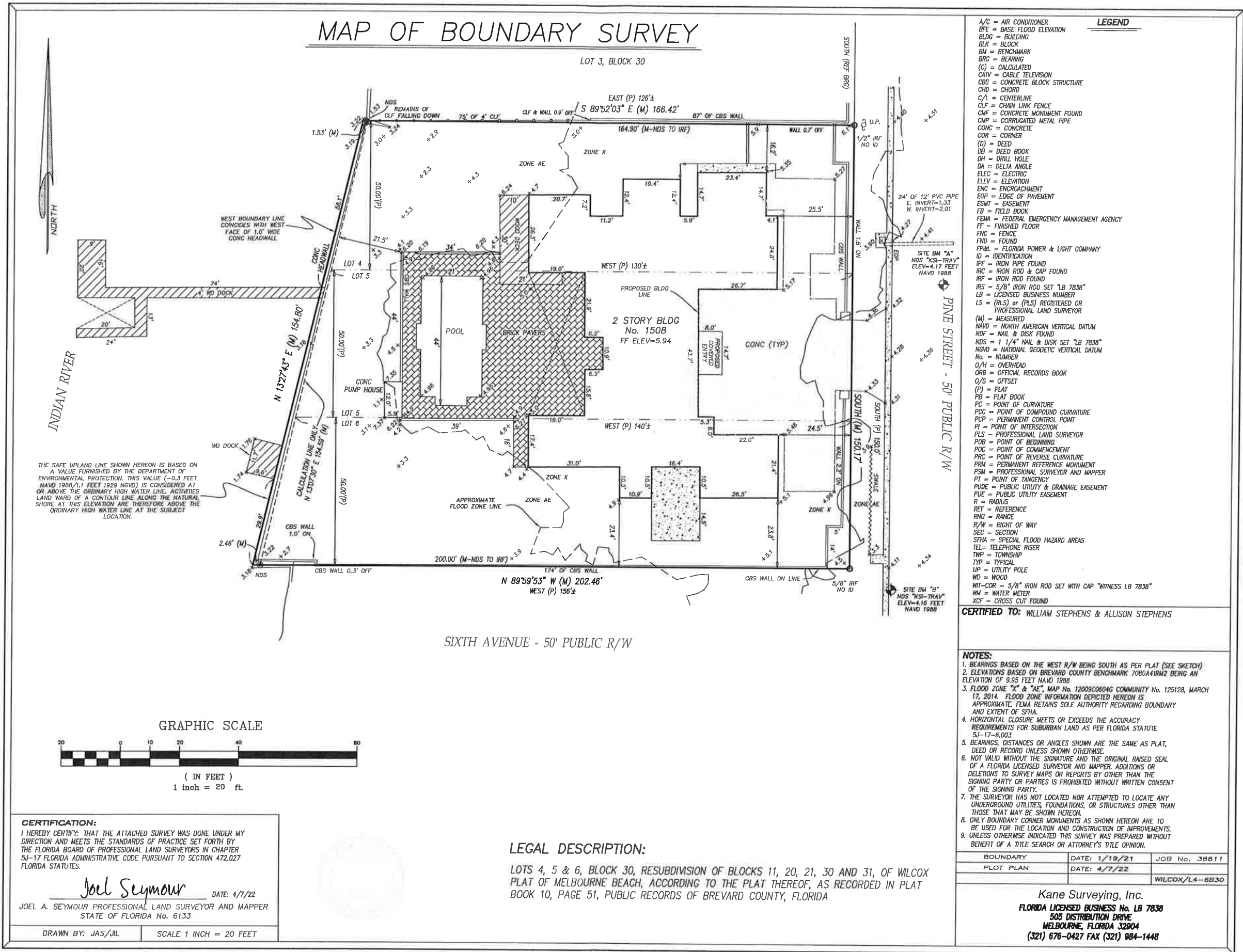
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ALEX MITZ, PRESIDENT DESIGNER





Attachments:	Streetscape proposals/photos
Date Prepared:	5/11/22
Prepared By:	Tom Davis
Meeting Date:	5/18/2022

Agenda Category:

	Proclamations & Awards		Public Hearings
	Presentations		Old Business
	Boards & Committees		New Business
	Consent		Other:

Subject:	Streetscape poles signs Ocean Ave.
Recommended Action:	Approval to proceed
Background Information:	<p>Commission had requested that I do follow up research and RFP for after I had presented one proposal to them at the April RTCM.</p> <p>An RFP was prepared and sent to 5 companies.</p> <p>What was discovered is that two (2) companies actually offered not only the poles but all the decorative attachments.</p> <p>A proposal from each of those companies are attachments to this request.</p>

4" POLE EXAMPLES



Sign Example 4A

FL4X14 - 4" x 14' Fluted Pole
ACORN4 - Acorn Finial for 4" Pole
BASE 42 - Two Piece Base for 4" Pole
FR30OCT - Frame for 30" Stop Sign
R1-1/30 - 30" Stop Sign
(2)FR9x36 - Sign Frame for 9" x 36" Sign
(2)DS9x36 - 9" x 36" Double Sided Street Sign
FR9x9 - Frame for 9" x 9" Logo Sign
DS9x9 - Double Sided Logo Sign

Sign Example 4D2

FL4X12 - 4" x 12' Fluted Pole
ACORN4 - Acorn Finial for 4" Pole
BASE 46 - Slipover Base for 4" Pole
FR30OCT - Frame for 30" Stop Sign
R1-1/30 - 30" Stop Sign

Sign Example 4C3

FL4X10 - 4" x 10' Fluted Pole
BALL4 - Ball Finial for 4" Pole
BASE 44 - Slipover Base for 4" Pole
FR1218 - Frame for 12" x 18" Traffic Sign
1218 HI BK - 12" x 18" Traffic Sign

Sign Example 4G2

FL4X12 - 4" x 12' Fluted Pole
PINE4 - Pineapple Finial for 4" Pole
BASE 47 - Slipover Base for 4" Pole
FRYIELD - Frame for 36" Yield Sign
R1-2/36 - 36" Yield Sign

Sign Example 4D

FL4X14 - 4" x 14' Fluted Pole
ACORN4 - Acorn Finial for 4" Pole
BASE 46 - Slipover Base for 4" Pole
(2)ARM-A - Decorative Arm Bracket
(2)SCROLL-A - Decorative Scroll
(2)DS9x36 - 9" x 36" Double Sided Street Sign

See our website for more ideas and examples.

Mix Base, Finial, and Sign frames to create your own unique design.

4" POLE EXAMPLES



Sign Example 4F

FL4X14 - 4" x 14' Fluted Pole
ACORN4 - Acorn Finial for 4" Pole
BASE 45 - Slipover Base for 4" Pole
FR30OCT - Frame for 30" Stop Sign
R1-1/30 - 30" Stop Sign
(2)FR6x36 - Sign Frame for 6" x 36" Sign
(2)DS6x36 - 6" x 36" Double Sided Street Sign
FR6x6 - Frame for 6" x 6" Logo Sign
DS6x6 - Double Sided Logo Sign

Sign Example 4G3

FL4X12 - 4" x 12' Fluted Pole
PINE4 - Pineapple Finial for 4" Pole
BASE 47 - Slipover Base for 4" Pole
FR3030 - Frame for 30" x 30" Traffic Sign
3030 HI BK - 30" x 30" Traffic Sign

Sign Example 4E

FL4X14 - 4" x 14' Fluted Pole
STAR4 - Star Finial for 4" Pole
BASE 42 - Two Piece Base for 4" Pole
(2)ARM24 - 24" Cantilever Arm
(2)DS9x36 - 9" x 36" Double Sided Street Sign

Sign Example 4F

FL4X12 - 4" x 12' Fluted Pole
ACORN4 - Acorn Finial for 4" Pole
BASE 45 - Slipover Base for 4" Pole
FR1824 - Frame for 18" x 24" Traffic Sign
1824 HI BK - 18" x 24" Traffic Sign

Sign Example 4E

FL4X14 - 4" x 14' Fluted Pole
BALL4 - Ball Finial for 4" Pole
BASE 44 - Slipover Base for 4" Pole
(2)ARM24 - 24" Cantilever Arm
(2)CUST A - Custom Shaped 14" x 36" Logo Street Sign

See our website for more ideas and examples.

Mix Base, Finial, and Sign frames to create your own unique design.

Street Sign Frames

9" Street sign frames



FR9x36
Uses (1) DS9x36



ST9x36
Uses (2) SS9x36

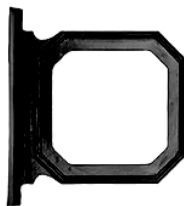


ST9x36-S
Uses (2) SS9x36

9" Logo frames



FR9x9
Uses (1) DS9x9



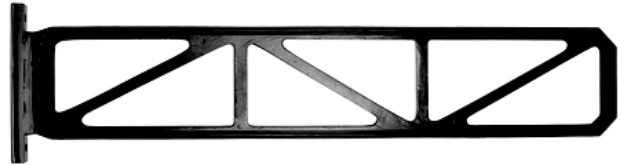
LG9x9
Uses (2) LS9x9



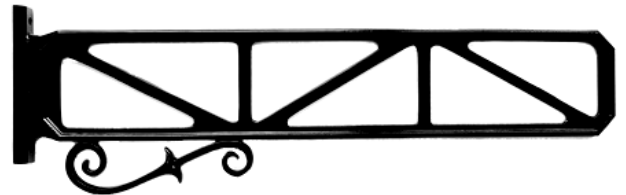
6" Street sign frames



FR6x36
Uses (1) DS6x36



ST6x36
Uses (2) SS6x36

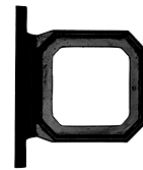


ST6x36-S
Uses (2) SS6x36

6" Logo frames



FR6x6
Uses (1) DS6x6

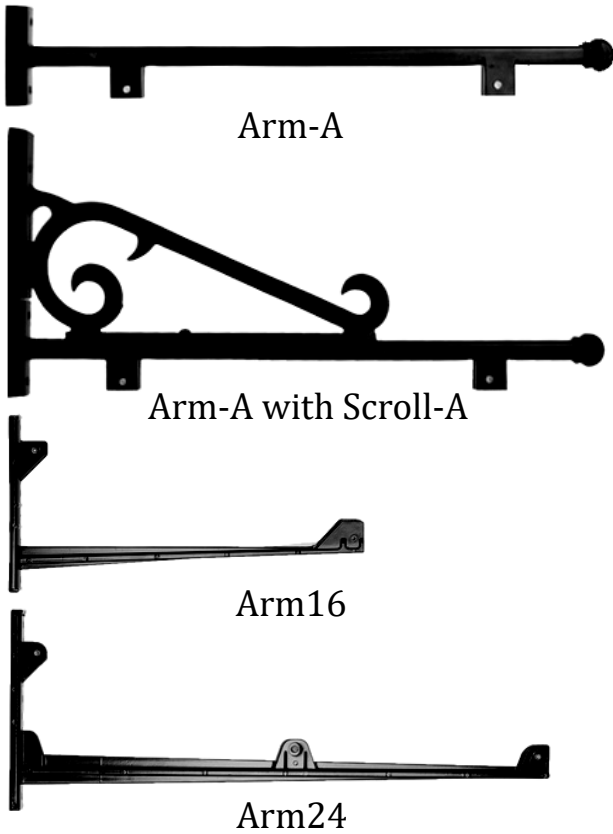


LG6x6
Uses (2) LS6x6



Street Sign Hardware

Arm Brackets



Top Mounted Brackets



STCAP5



CROSS5



STCAP12



CROSS12

The STCAP holds the bottom sign to the pole.
The CROSS sits in between the two signs.

Wing Brackets



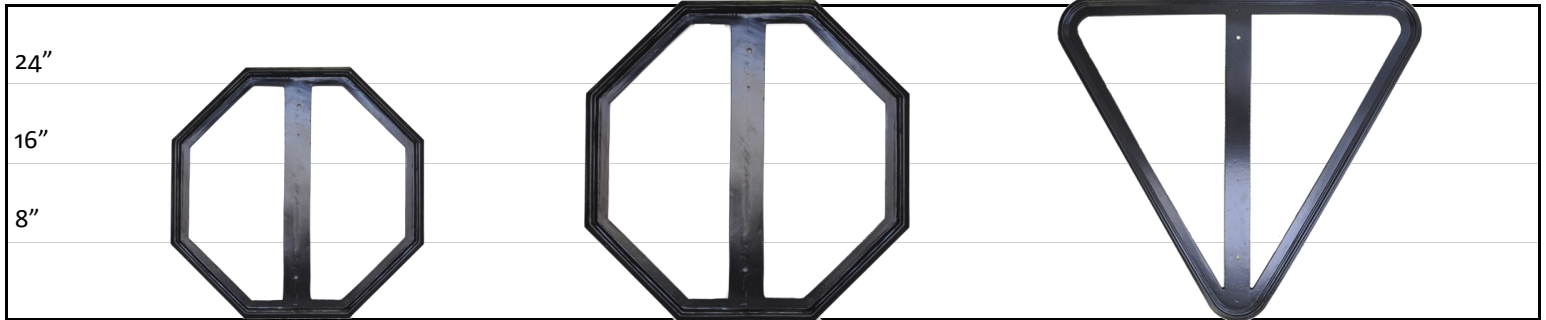
BRK WF
13" long



Wing Bracket



Traffic Sign Frames



FR24OCT

Decorative sign frame
for 24" stop sign.

FR30OCT

Decorative sign frame
for 30" stop sign.

FRYIELD

Decorative sign frame
for 36" yield sign.



FR1806

Decorative sign frame
for 18" x 6" sign.

FR1218

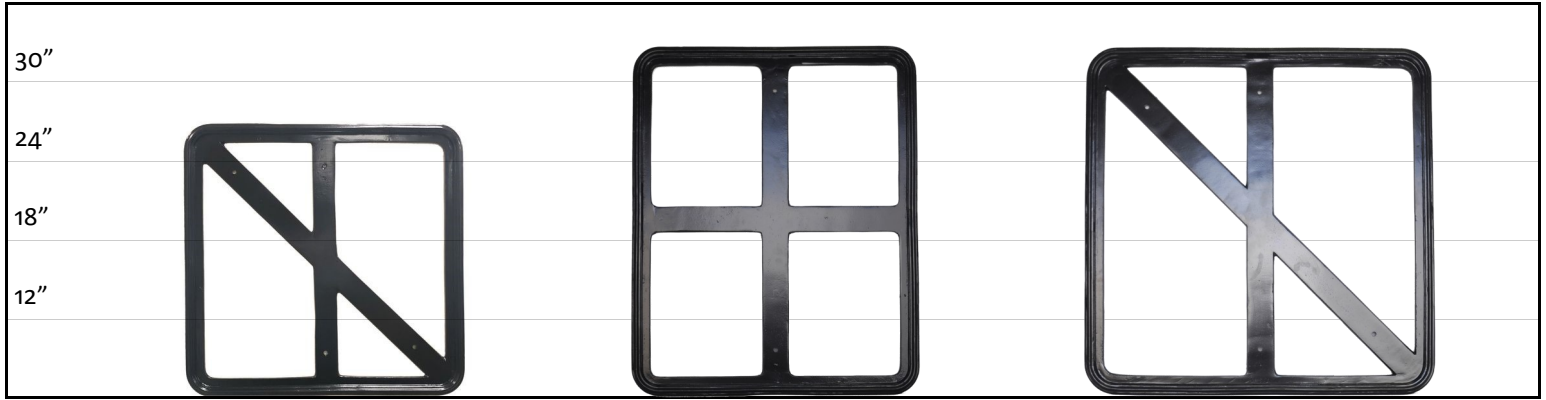
Decorative sign frame
for 12" x 18" sign.

FR1824

Decorative sign frame
for 18" x 24" sign.



Traffic Sign Frames



FR2424

Decorative sign frame for
24" x 24" sign.

Can be used as a square or
diamond.

FR2430

Decorative sign frame for
24" x 30" sign.

FR3030

Decorative sign frame for
30" x 30" sign.

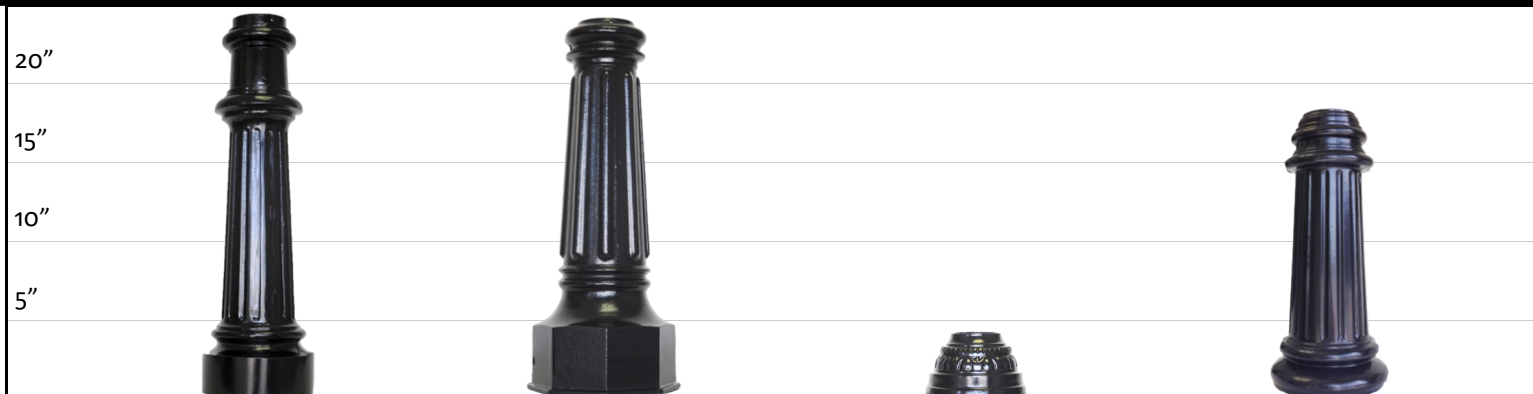
Can be used as a square or
diamond.



FOR TIGHTER BUDGETS
WE CAN POWDER COAT
A .080 ALUMINUM BACKER
THAT CAN PROVIDE A 1"
BORDER AROUND YOUR
SIGN.



3" Decorative Bases



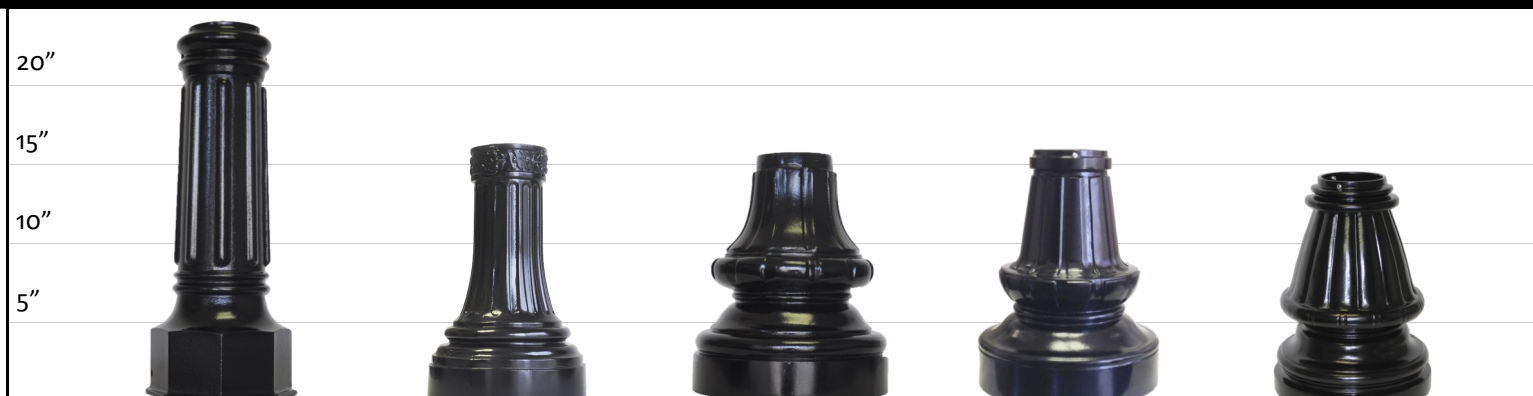
Base31
Height: 24.5"
Width: 7.25"

Base32
Height: 24"
Width: 9"

Base34
Height: 4"
Width: 7"

Base35
Height: 18"
Width: 7.5"

4" Decorative Bases



Base42
Height: 24"
Width: 9.25"

Base44
Height: 16.75"
Width: 11"

Base45
Height: 15.75"
Width: 12.75"

Base46
Height: 16"
Width: 12.50"

Base47
Height: 14.25"
Width: 11"

You can use 4" bases on a 3" pole using our adapter.



3" Decorative Finials



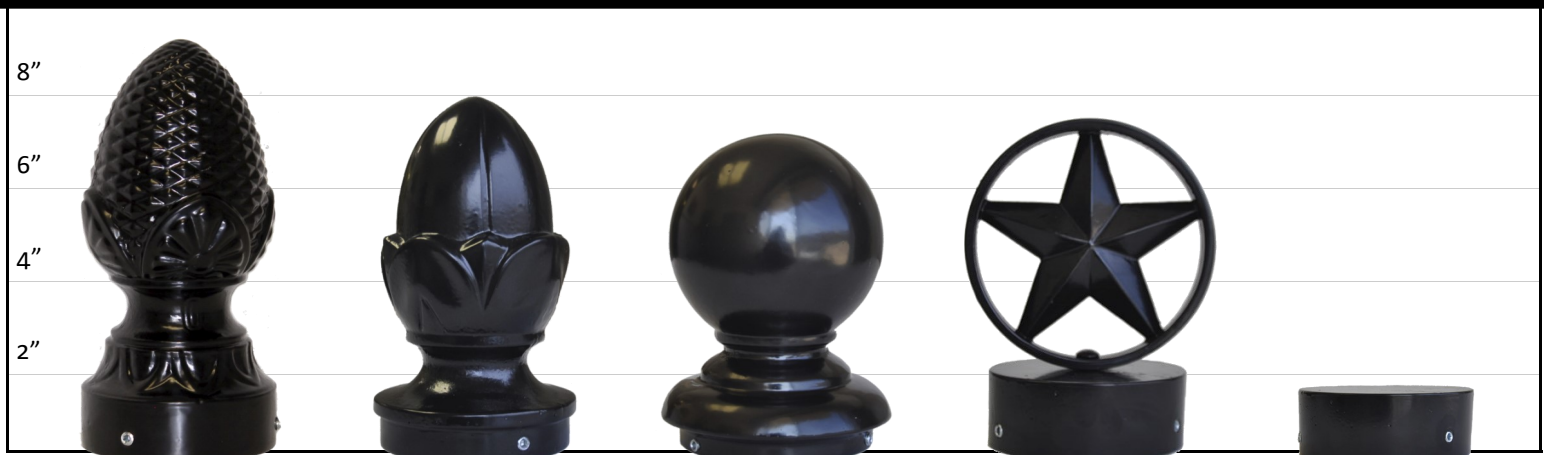
Acorn3
Height: 6.5"
Width: 3.5"

Ball3
Height: 6"
Width: 3.5"

Star3
Height: 7.75"
Width: 5.75"

Cap3
Height: 1.75"
Width: 3.625"

4" Decorative Finials



Pine4
Height: 9.25"
Width: 4.5"

Acorn4
Height: 8"
Width: 4.5"

Ball4
Height: 7"
Width: 4.5"

Star4
Height: 7.75"
Width: 5.75"

Cap4
Height: 1.75"
Width: 4.5"

For top mounted signs, we offer a spear finial. The finial sits on top of the sign.



Spear fin
Height: 3.5"
Width: 1.5"



Town Commission Meeting

Section: Old Business

Meeting Date: May 18, 2022

Subject: Golf Cart Ordinance

From: Town Manager Mascaro

Background Information:

The Town Commission has approved the Police Department providing annual golf cart inspections, in lieu of having the golf carts licensed by the Department of Motor Vehicles. The Town of Melbourne Beach and the Town of Indialantic will also execute an Interlocal Agreement memorializing that golf carts licensed in the Town Indialantic will be recognized as valid in the Town of Melbourne Beach and Melbourne Beach golf carts will be recognized as valid in Indialantic.

The golf cart inspections will occur annually.

Recommendation:

Discuss what items the Commission would like included in the Melbourne Beach Golf Cart Ordinance.

Attachments: Indialantic Low Speed Vehicle Policies and Procedures



Indialantic Police Department

Michael A. Connor, Chief of Police

POLICY/PROCEDURE

400.53 Low Speed Vehicles (LSV)

Number Series: 400 – Operational LE

Approved Date: October 1, 2021

Rescinds:

Revision Log:

Review Frequency: 3-Year

CFA Standard:

Michael A. Connor

Michael A. Connor, Chief of Police

PURPOSE

The purpose of this policy is to establish guidelines regarding the operation and registration of Low Speed Vehicles (LSV) within the Town's jurisdiction.

POLICY

Florida's mild climate makes outdoor activities a year-round option and LSV are a great way to enjoy local communities and natural spaces. It is the policy of the Indialantic Police Department to ensure that LSV operated within the Town's jurisdiction are mechanically sound, have the requisite safety equipment and insurance, and are registered with the Indialantic Police Department.

DEFINITIONS

Low Speed Vehicle (LSV) – Section 320.01(41), Florida Statutes, defines LSVs as "any four-wheeled vehicle whose top speed is greater than 20 miles per hour, but not greater than 25 miles per hour." LSVs must be registered, titled and insured with personal injury protection (PIP) and property damage liability (PDL) insurance. Any person operating an LSV must have a valid driver license in their immediate possession.

PROCEDURE

INSPECTION

400.53.1 Prior to being registered, every LSV shall be properly inspected by a sworn member of the agency to insure it contains the following safety items required by state statute:

Headlamps; Front and rear turn signals; Stop lamps; Tail lamps; Reflex reflectors, red – one each side and one on the rear; Exterior mirror on the driver side and an interior rear-view mirror or exterior mirror on passenger side; Parking brake; Windshield; Seat belt for each designated seat; Horn pursuant to FSS 316.271(1); Slow Moving Emblem pursuant to FSS 316.225(7)(a)(b); Top speed greater than 20 MPH but not greater than 25 MPH pursuant to FSS 320.01(42) and a Vehicle identification number (VIN) or Owner Applied Number (OAN).

400.53.2 Authorized Operators

1. Operators of LSV within the Town of Indialantic must be at least 16-years-old and possess a valid driver license.

400.53.3 LSV Registration

1. Blank registration forms shall be kept in the communications center filing cabinet for walk-in registrations.
2. A link to the registration forms shall be placed on the Town's official website.
3. A police officer shall inspect the LSV as per 400.53.1. and complete the Safety Equipment Inspection Form.
4. The registration information shall be kept in an electronic database in the communications center. This database shall be available 24/7/365 for officers to obtain the registration information.
5. Hard copies of the completed registration and Safety Equipment Inspection Forms shall be kept in a separate file in the communications center filing cabinet.
6. Each permit application shall be accompanied by a \$150.00 permit/registration fee, which shall cover the period of January 1st to December 31st. Any permit/registration issued by the Town shall include a registration fee of \$100.00 and a permit fee of \$50.00 and must be renewed annually for the period January 1st to December 31st. The renewal permit fee shall be \$50.00 for each year of renewal of the same low speed vehicle.
7. Town Hall shall be responsible for collecting permit/registration fees during normal business hours. The communications center shall collect permit/registration fees during non-business hours.
8. Town registration stickers shall be affixed in a conspicuous location on the rear bumper of the LSV.

400.53.4 Enforcement

1. LSV may be operated only on streets where the posted speed limit is 35 MPH or less.
2. LSV are required to follow the same basic motor vehicle rules under FSS 316 and FSS 320.
3. Any person operating a LSV without proper registration or decal issued by the Town shall be fined \$50.00 for the first violation, \$100.00 for the second violation and \$150.00 for the third and each subsequent violation.
4. Low speed vehicles shall comply with all parking regulations of the Town.

REFERENCES

State/Federal Regulations:

49 C.F.R. s. 571.500

FSS 316.001(41) - Florida Uniform Traffic Control Law

FSS 316.225 – Mounting of reflectors, clearance lamps and side marker lamps

FSS 316.271 - Horns and warning devices

FSS 320.01 - Definitions, general

Town of Indialantic Ordinance No. 2021-06

Forms:

Indialantic Police Department Low Speed Vehicle Registration

Indialantic Police Department Safety Equipment Inspection

Indialantic Police Department Low Speed Vehicle Affidavit



Indialantic Police Department Low Speed Vehicle Registration



<u>Decal Information</u>		
Decal #:	Expiration:	
<u>Vehicle Information</u>		
Serial #/VIN: _____		
Year: _____	Make: _____	
Model: _____	Style: _____	
Color: _____	Engine Type: _____	
Description: _____		
<u>Owner Information</u>		
First Name: _____	Middle: _____	Last: _____
Date of birth: _____	Sex: _____	Race: _____
DL #: _____	State: _____	
Address: _____		
Home Phone: _____	E-Mail: _____	
Cell Phone: _____		
<u>Additional Authorized Drivers</u>		
<u>Driver's Information</u>		
First Name: _____	Middle: _____	Last: _____
Date of birth: _____	Sex: _____	Race: _____
DL #: _____	State: _____	
<u>Driver's Information</u>		
First Name: _____	Middle: _____	Last: _____
Date of birth: _____	Sex: _____	Race: _____
DL #: _____	State: _____	
<u>Driver's Information</u>		
First Name: _____	Middle: _____	Last: _____
Date of birth: _____	Sex: _____	Race: _____
DL #: _____	State: _____	



Indialantic Police Department Low Speed Vehicle Registration



Safety Equipment Inspection (To Be Completed By Police Officer)

- ☐ Headlamps
- ☐ Stop lamps
- ☐ Tail lamps
- ☐ Front and rear turn signal lamps
- ☐ Windshield
- ☐ Seat belt assemblies at each designated seating position
- ☐ Exterior mirror mounted on the Driver's side of the vehicle
- ☐ Interior mirror or exterior mirror mounted on the Passenger's side
- ☐ Parking Brakes
- ☐ Reflex reflectors: one red on each side and one red on the rear
- ☐ Horn pursuant to FSS 316.271(1)
- ☐ Slow Moving Vehicle Emblem (SMV) pursuant to FSS 316.225(7)(a)(b)
- ☐ Top speed is greater than 20 MPH but not greater than 25 MPH FSS 320.01(42)
- ☐ Personal Injury Protection and Property Damage Insurance FSS 320.02(5)(a)

Inspected By: _____

Date: _____

Entered By: _____

Date: _____

INDIALANTIC POLICE DEPARTMENT

LOW SPEED VEHICLE AFFIDAVIT

AFFIDAVIT FOR ISSUANCE OF TOWN OF INDIALANTIC PERMIT; AUTHORIZING LOW SPEED VEHICLE USAGE
WITHIN AUTHORIZED AREAS OF THE TOWN OF INDIALANTIC

Town of Indialantic Assigned Permit Number:

The undersigned hereby certifies that the modified golf cart /low speed vehicle conforms to Town of Indialantic Ordinance 2021-06, including but not limited to the following:

- Headlamps
- Stop lamps
- Tail lamps
- Front and rear turn signal lamps
- Windshield
- Seatbelt assemblies at each designated seating position
- An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror
- Parking Brakes
- Reflex reflectors: one on each side
- Windshield cleaning device pursuant to 316.2952(3)(4), Florida Statutes
- Horn pursuant to 316.271(1), Florida Statutes
- Slow Moving Vehicle Emblem (SMV) pursuant to 316.2225(7)(a)(b), Florida Statutes
- Top speed is greater than 20 MPH but not greater than 25 MPH pursuant to 320.01(42), Florida Statutes
- Personal Injury Protection and Property Damage Insurance FSS 320.02(5)(a)

I understand that the Town of Indialantic requires me to annually renew my registration and that failure to do so may subject me to fines. I also understand that this registration is only valid within the Town of Indialantic and that I cannot drive it in the county or any other city without the authority of that city government.

SIGNATURE OF APPLICANT (OWNER)

SIGNATURE OF APPLICANT (CO-OWNER)

PRINTED NAME OF APPLICANT (OWNER)

PRINTED NAME OF APPLICANT (CO-OWNER)

DATE

DATE

Town Commission Meeting

Section: New Business

Meeting Date: May 18, 2022

Subject: RFP Cherry & Rosewood Stormwater/Road Repairs

From: Town Manager Mascaro

Background Information:

As a part of the stormwater project approved by the Town Commission using the ARP funds, the roadway on Cherry and Rosewood needs immediate attention due to the continuous sinking of the roadway. The Town's engineering firm B.S.E. Consultants, Inc., has prepared an RFP to bid the project.

The estimated completion time is 60 days for substantial completion and 90 days for full completion. Sealed bids would be required by June 27, 2022. There will be a mandatory pre-bid meeting, although the date listed in the RFP may be pushed to early June.

This project consists of installing grass swales, removal of curb, asphalt & base, laying new asphalt, signage/mailboxes/irrigations adjustment, pavement markings, utility adjustments, maintenance of traffic, curb installation, excavation, grading, sodding/seeding and associated work.

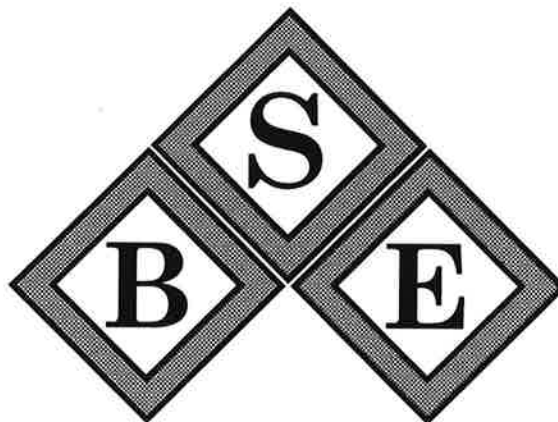
Recommendation: Approve bid package prepared by B.S.E. Consultants, Inc., and big the Cherry and Rosewood stormwater/road repairs.

Attachments:

PROJECT CONTRACT MANUAL

TOWN OF MELBOURNE BEACH **Infrastructure Improvements Redwood Avenue/Cherry Drive**

B.S.E. CONSULTANTS, INC.
Civil, Agricultural, and Environmental
Engineers and Land Surveyors



312 South Harbor City Boulevard, Suite #4
Melbourne, FL 32901
(321) 725-3674

April 2022
BSE File #11440.19.01

SPECIFICATIONS PAGES

DIVISION 1 - GENERAL REQUIREMENTS

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Section 01027 - Application for Payment	01027-1
Section 01028 - Change Order Procedures.....	01028-1 to 4
Section 01030 - Alternates	01030-1
Section 01039 - Coordination & Meetings.....	01039-1 to 4
Section 01300 - Submittals.....	01300-1
Section 01310 - Progress Schedules	01310-1 to 2
Section 01340 - Shop Drawings, Product Data, & Samples	01340-1 to 3
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Section 01700 - Contract Closeout	01700-1 to 3
Section 01701 - Government Specifications	01701-1
Section 01740 - Warranties and Bonds	01740-1 to 2
Section 01800 - Town and Noise Ordinances.....	1800-1 to 19

DIVISION 2 - SITE AND UTILITY WORK

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Section 02235 - Asphaltic Paving, Prime, Base and Stabilized Subgrade	02235-1 to 3
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Section 02720 - Storm Sewer and Structures	02720-1 to 3
Section 02936 - Seeding.....	02936-1 to 4
Section 02938 - Sodding	02938-1 to 3

DIVISION 3 - CONCRETE

Section 03300 - Curbs, Gutters and Sidewalks.....	03300-1 to 4
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NOTICE TO BIDDERS

Town of Melbourne Beach Infrastructure Improvements Redwood Avenue/Cherry Drive

NOTICE IS HEREBY GIVEN that sealed bids will be accepted by the Owner, Town of Melbourne Beach for the furnishing of all labor and materials for the completion of Orange Street Drainage Improvements. Complete bid packages will be available at 9:00 am, local time, on Monday May 23rd, 2022, by emailing request “**Infrastructure Improvements Redwood Avenue/Cherry Drive Bid Package**” to:

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

Sealed bids will be received by the Town of Melbourne Beach until **3:30 p.m. on June 27th, 2022**. One (1) bound ORIGINAL hard copy, one (1) bound copy, one (1) electronic copy on thumb drive all in sealed envelope with project name “Town of Melbourne Beach –Infrastructure Improvements Redwood Avenue/Cherry Drive” along with name and email address of bidder. Please refer to “Instructions to Bidders” for more details. *No faxed bids will be accepted.* Bids will be opened and publicly read aloud at **4:00 p.m., June 27th, 2022**. All bids received after **3:30 p.m. on June 27th, 2022**, will be returned unopened. ***Note: A mandatory pre-bid meeting will be held at Town Hall at the above address on Wednesday, May 25th, 2022 at 9a.m. This mandatory meeting will be utilized for questions and answers and a site visit will be conducted.**

Scope of work shall include all labor and materials required to complete the project in accordance with the project plans and specifications.

Bid security in the amount of five percent (5%) of the Total Bid must accompany the Bid in accordance with the Instructions to Bidders.

The successful bidder may be required to furnish a performance and payment bond in an amount at least equal to the contract price as security for the faithful performance of the agreement, and for the payment of all persons performing labor and/or furnishing material in connection with the agreement and for the payment of all persons performing labor and/or furnishing material in connection with the agreement. **The Town reserves the right to delete this agreement.**

The successful bidder will be required to fully complete all work within the stipulated time frame from and including the date to start work established in a written Notice to Proceed from the Owner.

The Owner reserves the right to reject all Proposals or any Proposal, and to waive technical errors and informalities.

6. PREPARATION OF PROPOSAL

Only bids which are made out on the Proposal Form included in this document will be considered. A bid will be rejected if it does not contain a price for **each** item named in the Proposal. Bidders are warned against making any erasures or alterations of any kind, and bids which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

7. SIGNING OF PROPOSAL

If the Bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the president who is authorized to sign contracts on behalf of the corporation. If Bidder is a co-partnership, the true name of the firm shall be set forth together with the signatures of all partners. If Bidder is an individual, his signature shall be inscribed. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of bids or submitted with the bid.

8. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

Each bidder shall list on the form included in these Documents the names and addresses of all subcontractors and suppliers who will perform work, render service, or provide material to the bidder on or about the construction site in an amount in excess of five percent of the Bidder's total base bid. Each Bidder shall show on the form the portion of the Work to be done by each subcontractor.

9. SUBMISSION OF PROPOSAL

Each Proposal, properly signed, shall be enclosed in a sealed envelope addressed and entitled as specified in the Notice to Bidders and delivered to the office designated in the Notice to Bidders. All Addenda issued shall be included with the Documents at the time of bid submittal.

10. WITHDRAWAL OR REVISION OF PROPOSAL

Any Proposal may be withdrawn at any time prior to the hour fixed in the Invitation to Bid for the opening of bids, provided that a request in writing, executed by the Bidder, or his duly authorized representative, for the withdrawal of such bid is filed with the Owner prior to that time. The withdrawal of a bid will not prejudice the right of a Bidder to file a new bid. No Proposal may be withdrawn, modified, or corrected after the time set for opening such Proposals.

11. QUALIFICATION OF BIDDERS

It is the intention of the Owner to award the Contract only to a Bidder who has furnished satisfactory evidence that he has the requisite experience and ability and that he has sufficient capital, facilities, and plant to prosecute the Work successfully and promptly, and to complete the Work within the time specified in the Contract Documents.

18. FAILURE TO EXECUTE AGREEMENT AND FILE BONDS AND INSURANCE

Failure of a successful Bidder to execute the Agreement and the required certificate(s) of insurance and the required bonds within the required time shall be just cause for the annulment of the award. On failure of a successful Bidder to execute the Agreement and file the required insurance and bonds within the required time, he shall forfeit his bid security as liquidated damages. Upon annulment of an award, the Owner may then award a contract to the next lowest responsive, responsible bidder.

19. PAYMENT FOR EXCESS COSTS

The successful Contractor will be required to pay for the excess cost of field engineering, inspection, and liquidated damages as defined in the Supplemental Conditions.

20. COMMENCEMENT AND COMPLETION OF WORK

The successful bidder shall commence work within 14 calendar days after the issuance by the Owner of a written Notice to Proceed and shall substantially complete all work within **60** calendar days and fully complete all work within **90** calendar days from the date of the Notice to Proceed in accordance with the terms and conditions of the Contract Documents.

21. OWNER'S RIGHTS

Owner reserves the right to reject any and all Bids, to waive any and all formalities and to negotiate contract terms with the non-responsive or conditional Bids; and/or to accept the Bid that, in his judgment, will be in the best interest of the Owner. The Owner reserves the right to add or delete from the quantities listed in the Bid Form without in any way invalidating any of the unit or lump sum prices bid.

***RESPONSIVE BIDDER:** Any person, firm or corporation submitting a bid for the work contemplated whose Bid Form is complete and regular, free of excisions or special conditions and has no alternative bids for any item unless requested in the technical specifications.

****RESPONSIBLE BIDDER:** Any person, firm or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.

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: _____

Address: _____

Submitted by: _____

Name: _____

Address: _____

Principal office: _____

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

Name of Project (if applicable): _____

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

_____ General Construction

_____ Plumbing

_____ Electrical

_____ Other _____

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

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.

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

3. EXPERIENCE

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

- 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?

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

4. REFERENCES

4.1 Trade References

4.2 Bank References

4.3 Surety

4.3.1 Name of bonding company _____

4.3.2 Name and address of agent _____

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).

PROPOSAL

INFRASTRUCTURE IMPROVEMENTS REDWOOD AVENUE/CHERRY DRIVE

Full Name of Bidder: _____

Main Business Address: _____

Place of Business: _____

State Contractor's License: _____

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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Respectfully Submitted:

State of Florida

County of _____

_____, 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.

_____, 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	_____

and it (does) or (does not) have a corporate seal. The _____ 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).

TRENCH SAFETY AFFIDAVIT - UNIT PRICE

INFRASTRUCTURE IMPROVEMENTS REDWOOD AVENUE/CHERRY DRIVE

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.				
B.				
C.				
D.				
E.				
F.				
TOTAL				

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

Company Name

Date

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>
_____	_____
_____	_____
_____	_____

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 _____, 2022.

Name of Firm: _____

Signature: _____ Title: _____

(Seal)

Attest: _____

Business Address: _____

Phone No.: _____

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.

**Table 3.1 - Contract Time
(Calendar Days)**

Substantial Completion	Final Completion
60	90

- 3.2 Liquidated Damages. **OWNER** and **CONTRACTOR** recognize that time is of the essence of the Agreement and that **OWNER** will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize that it is difficult, if not impossible, to ascertain precisely the actual loss suffered by **OWNER** if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **OWNER** One Hundred Fifty dollars (\$150.00) for each calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the Engineer finds the Work is substantially completed, in accordance with General Condition 14.8.

Article 4. **CONTRACT PRICE**

The **OWNER** shall pay the **CONTRACTOR** for performance of the Work in accordance with the Contract Documents in current funds as follows: For all items listed on the Bid Schedule, installed and measured in accordance with the Contract Documents, payment for each item shall be the unit price or lump sum bid for each item multiplied by the measured quantity. The cost of the Contract is based on the estimated quantities shown on the Bid Schedule which is
\$ _____.

Article 5. **PAYMENT PROCEDURES**

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by **ENGINEER** as provided in the General Conditions. The provided Applications for Payment and Change Order Form **MUST BE UTILIZED.**

- 5.1 Progress Payments. **OWNER** shall make progress payments on account of the Contract Price on the basis of **CONTRACTOR's** Applications for Payment as recommended by **ENGINEER**. All progress payments will

Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by **CONTRACTOR** for such purposes.

- 7.4 **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 **CONTRACTOR** has given **ENGINEER** written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by **ENGINEER** is acceptable to **CONTRACTOR**.

Article 8. **CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between **OWNER** and **CONTRACTOR** are attached to this Agreement, made a part hereof and consists of the following:

- 8.1 This Agreement (pages A-1 to A-6, inclusive), and Exhibits attached thereto,
- 8.2 **CONTRACTOR'S** Bid Form (page BF1 – BF3, inclusive),
- 8.3 Performance and Payment Bond,
- 8.4 Addenda Numbers 1 to _____, inclusive,
- 8.5 Notice of Award,
- 8.6 Documentation submitted by **CONTRACTOR** prior to Notice of Award
- 8.7 General Conditions (pages GC-1 to GC-50, inclusive),
- 8.8 Supplementary Conditions (pages SC-1 to SC- 8, inclusive),
- 8.9 Specifications consisting of Divisions as listed in the Table of Contents thereof.
- 8.10 Drawings prepared by B.S.E. Consultants, Inc. reduced for inclusion within this document *Town of Melbourne Beach Infrastructure Improvements Redwood Avenue/Cherry Drive BSE #11440.19.01.*
- 8.11 The contract price includes all material and labor.

This agreement will be effective on_____.

BY_____
[CORPORATE SEAL]
Contractor

BY_____
[CORPORATE SEAL]
Elizabeth Mascaro
Town Manager

Attest_____

Attest_____

Address for giving notices:

Address for giving notices:

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, FL 32951

CONTRACTORS CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERIC STORM WATER PERMIT ISSUED PURSUANT TO SECTION 403.0885, F.S., THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION."

NAME: _____

TITLE: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY PHONE #: _____

➤ **PROJECT SITE DESCRIPTION:**

Scope of work consists of installing grass swales, removal of curb, asphalt & base, laying new asphalt, signage/mailbox/irrigation adjustment, pavement markings, utility adjustments, maintenance of traffic, curb removal, curb installation, excavation, grading sodding/seeding and associated work.

SIGNATURE: _____

DATE OF CERTIFICATION: _____

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We, _____, as Principal and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 2022, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract, and;
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, material, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, and;
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract, and;
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, 2022.

Name of Principal

As Attorney in Fact

Name of Surety

NOTICE TO PROCEED

Dated: _____

TO:

ADDRESS:

OWNER'S PROJECT NO. 11440.19.01

PROJECT: Infrastructure Improvements Redwood Avenue/Cherry Drive

CONTRACT FOR: Scope of work consists of installing grass swales, removal of curb, asphalt & base, laying new asphalt, signage/mailbox/irrigation adjustment, pavement markings, utility adjustments, maintenance of traffic, curb removal, curb installation, excavation, grading sodding/seeding and associated work.

You are notified that the Contract Time under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the dates of Substantial Completion and Final Completion are _____, respectively.

Before you may start Work at the site, the General Conditions provides that you must deliver certificates of insurance, which is required to be purchased and maintained in accordance with the Contract Documents.

Copy to ENGINEER:
B.S.E. Consultants, Inc.

Owner's Signature/Title

Date

Contract Time – The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR – The person, firm or corporation with whom OWNER has entered into the Agreement.

Defective – An adjective which, when modifying the word "Work" refers to work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings – The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

Effective Date of the Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER – The person, firm or corporation named as such in the Agreement.

Field Order – A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5, but which does not involve a change in the Contract Price or the Contract Time.

General Requirements – Sections of Division 1 of the Specifications.

Laws and Regulations; Laws or Regulations – Law, rules, regulations, ordinances, codes and/or orders.

Notice of Award – The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed – A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

OWNER – The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Work – The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Directive Change – A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

Written Amendment – A written amendment on the Contract Documents, signed by OWNER and Contractor on or after the Effective Date of the agreement and normally dealing with non-engineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2

PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonable necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

ENGINEER and others as appropriate will be held to discuss the scheduled referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the Work.

Finalizing Schedules:

2.9. At least ten days before submission of the first Application for Payment, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the scheduled submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3

CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied, whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to

Reuse of Documents:

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4
AVAILABILITY OF LANDS; PHYSICAL CONDITIONS;
REFERENCE POINTS

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. In CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions:

4.2.1. Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the sites that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data, interpretations or opinions contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6., CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as

Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which shall be considered as having been included in the Contract Price.

4.3.2. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to the owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

Reference Points:

4.4. OWNER shall provide engineering surveys to establish reference points for construction which, in ENGINEER's judgment, are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for layout out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5
BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverage and be written for not less than the limits of liability and coverage provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail.

All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

Owner's Liability Insurance:

5.5. OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or

5.11.2. OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurer will have no rights of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER's consultant, OWNER will obtain the same, and if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

Receipt and Application of Proceeds:

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreements as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. OWNER, as trustee, shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

Acceptance of Insurance:

5.14. If OWNER has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request.

the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

Adjusting Progress Schedule:

6.6. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and, additionally, will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, material or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named.

The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the

items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increase by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER or any such subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective work.

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER or pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

Patent Fees and Royalties:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance f the work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of Work and if, to the actual knowledge of OWNER or ENGINEER, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and

and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupancy because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load or permit any part of the structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19. CONTRACTOR shall maintain, in a safe place at the site, one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

Shop Drawings and Samples:

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall

damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7

OTHER WORK

Related Work at Site:

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

7.2. CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure to do so will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

ARTICLE 9
ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Project Representation:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 and Article 12.

Decisions on Disputes:

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

Limitations on ENGINEER's Responsibilities:

9.13. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11

CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3, inclusive).

11.3.2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expense of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits, lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.6.2.1. for costs incurred under paragraphs 11.4.2 and 11.4.2, the CONTRACTOR's Fee shall be fifteen percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

11.6.2.3. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4. the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. when both additions and credit are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit a form acceptable to ENGINEER and an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13
WARRANTY AND GUARANTEE: TEST AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives or OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Test and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspection tests and approvals, in addition to the above which are required by the Contract Documents, shall be paid by OWNER (unless otherwise specified).

eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or complete, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

One-Year Correction Period:

13.12. If, within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including, but not limited to, fees and other charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

Application for Progress Payment:

14.2. At least twenty days before each progress payment is scheduled (but more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitable stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be stipulated in the Agreement.

CONTRACTOR's Warranty of Title:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicated in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating, in writing, ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and, when due, will be paid by OWNER to CONTRACTOR.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by

Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objection, ENGINEER concludes that the Work is not substantially complete, ENGINEER will, within fourteen days after submission of the tentative certificate to OWNER, notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will, within said fourteen days, execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10. Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of

CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases and receipts must include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14. If, through no fault of the CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

15.2.1. if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2. if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. if CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.5. if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. if CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case

ARTICLE 16

ARBITRATION

16.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.16) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a decision or (b) the tenth day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period shall result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other matter any other person or entity (including ENGINEER, ENGINEER's agents, employees or consultants) who is not a party to this contract unless:

16.4.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to this arbitration.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and determination or completion of the Agreement.

SC-4.2.1.

Delete paragraphs 4.2.1 and 4.2.2 of the General Conditions and insert the following:

The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonable ascertainable from an inspection of the site, including all exploratory work done on behalf of the Owner on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

Investigations of subsurface conditions at the site have been made for the purpose of design. The results are available for review by prospective bidders, but are not a part of the Contract Documents. The Owner and Engineer assume no responsibility with respect to the sufficiency or interpretation, and there is no guarantee, either expressed or implied, the conditions indicated are representative of those existing throughout the Work or any part of it, no that unforeseen developments may not occur. Any interpretation, opinion or conclusion made by the Contractor are his own and the Owner and Engineer shall be held harmless from any use of these investigations.

SC-4.2.3

Delete paragraphs 4.2.3, 4.2.4, 4.2.5 and 4.2.6 of the General Conditions.

SC-5.5.

Delete paragraph 5.5 of the General Conditions in its entirety and insert the following in its place:

Contractor shall include the Owner and Engineer and their consultants, agents and employees in the Contractor's general liability and automobile liability policies as additional insured.

SC-5.6

Delete paragraph 5.6 of the General Conditions in its entirety.

SC-5.7.

Delete paragraph 5.7 of the General Conditions in its entirety.

SC-5.9.

Delete paragraph 5.9 of the General Conditions in its entirety.

SC-5.10.

Delete paragraph 5.10 of the General Conditions in its entirety.

SC-5.11.

Delete paragraph 5.11 of the General Conditions in its entirety.

SC-5.12.

Delete paragraph 5.12 of the General Conditions in its entirety.

SC-5.13.

Delete paragraph 5.13 of the General Conditions in its entirety.

- C. Parts list for the equipment, with catalog numbers, and other data necessary for ordering replacement parts. Instructions on parts lists shall have been prepared for the specific equipment furnished and shall not refer to other types or models of similar equipment.

SC-6.30.

Delete paragraphs 6.30 through 6.31 of the General Conditions and insert the following:

In consideration of Ten Thousand dollars (\$10,000.00) receipt and sufficiency of which is accepted through the signing of this document by an authorized party or agent shall hold harmless and defend Owner and Engineer and their consultants, agents and employees from all suits and actions, including attorneys fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed thereunder up to the sum of Five Million dollars (\$5,000,000.00)

This provision shall also pertain to any claims brought against the Owner and Engineer and their consultants, agents and employees by any other employees of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

The first Ten Thousand dollars (\$10,000.00) of money received on the contract price is considered as payment of this obligation by the Owner.
(Reference: F.S. s725.06).

SC-8.5.

Delete paragraphs 8.5 - 8.8 of the General Conditions in its entirety.

Waiver of Claims:

SC-14.16. The acceptance of final payment will constitute a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

SC-15.5.

Delete Paragraph 15.5 - Contractor May Stop Work or Terminate, in its entirety.

SC-15.6.

Add a new paragraph immediately after Paragraph 15.5 of the General Conditions, which is to read as follows:

DELAY/TIME EXTENSIONS

Contractor expressly agrees that an extension of time shall constitute Contractor's sole and exclusive remedy against Owner and Engineer should Contractor be delayed, interfered with, disrupted or hindered in his work by acts or omissions of Owner or Engineer, unless such delay, interference, disruption or hindrance is the result of Owner's or Engineer's bad faith or active interference with the Contractor's work. In lieu of any compensation for delay, interference, disruption or hindrance, Owner hereby expressly grants subcontractor the right to claim appropriate extensions of time should Contractor be delayed, interfered with, disrupted or hindered in his work by Owner or Engineer. In such case, Owner shall grant Contractor cause and then only if written notice of delay interference, disruption or hindrance is made to Owner within 72 hours from the time of the beginning of the event giving rise to the delay, interference, disruption or hindrance. Contractor's failure to give such written notice shall constitute a waiver of Contractor's right to claim an extension of time for such delay, disruption, interference or hindrance.

SC-16.

Delete Article 16 in its entirety.

RESOLUTION 2022-05

A RESOLUTION OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE TOWN LAND DEVELOPMENT CODE APPLICATION FEE SCHEDULE;- AMENDING TOWN RESOLUTION 2021-06; AMENDING TOWN RESOLUTION 2022-04, AMENDING THE BUILDING PERMIT FEE SCHEDULE, AMENDING THE LAND DEVELOPMENT CODE FEE SCHEDULE; ADDING A ZONING APPLICATION AMENDMENT FEE; PROVIDING FOR SEVERABILITY, PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

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

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

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

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

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

WHEREAS, pursuant to Resolution 2021-06, Exhibit "A" and "Exhibit 8"¹¹ the Town's current Land Development Code Fee Schedule was adopted and set; and Resolution 2022-04, and

WHEREAS, the Town Commission determines it to be in the public interest that additional fees be added or amended to the Land Development Code Fee Schedule adopted by Resolution 2021-06; and Resolution 2022-04, and

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

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

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

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

WHEREAS, May 18, 2022 the Town Commission of the Town of Melbourne Beach considered this Resolution and approved the same in public session.

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

SECTION 1. APPLYING OF FEES: The fees and charges set forth in the attached and incorporated Exhibits "A" and "B" are hereby effective May 18, 2022, and shall hereby amend the fee schedule previously adopted by Town Resolution 2021-06 and Town Resolution 2022-04

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

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

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

PASSED AND ADOPTED by the Town Commission of the Town of Melbourne Beach, Brevard County, Florida, at its regular meeting of the Town Commission on the 18th day of August, 2021.

PASSED AND ADOPTED by the Town Commission of the Town of Melbourne Beach, Brevard County, Florida, at its regular meeting this 18th day of May, 2022.

TOWN OF MELBOURNE BEACH,
FLORIDA, a Florida Municipal Corporation

Wyatt Hoover, Mayor

Attest

Amber Brown, Interim Town Clerk.

FEE TYPE	FEE	EXPLANATION
ADMINISTRATIVE APPEALS		
Administrative Appeals Board of Adjustment	\$250.00	Includes first two hearings by Board of Adjustment. Hearings and Continuances initiated by BOA are no charge.
Appeals made by Applicant		
Town Staff	\$80.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
CHANGE OF USE		
Application to Change Use	\$250.00	Zoning Districts: Commercial 6-B, 7-C, 8-B, Downtown Business, General Commercial, Residential Commercial
Town Staff	\$80.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
Advertising	Actual Cost	Per Invoice
COMPREHENSIVE PLAN AMENDMENT		
Comprehensive Plan Amendment	\$1,000.00	Per Change
Advertising	Actual Cost	Per Invoice
SITE PLAN REVIEW to PLANNING AND ZONING		
Commercial Site Plan Review	\$1,200.00	Zoning Districts: 6-B, 7-C, 8-B, Downtown Business, General Commercial, Residential Business
Residential Site Plan Review	\$500.00	Zoning Districts: 1-RS, 2-RS, 3-RS, New Single-Family Residence
Residential Site Plan Revision/Change Order	\$200.00	Zoning Districts: 1-RS, 2-RS, 3-RS
Residential Site Plan Review	\$1,000.00	Zoning Districts: 4-RM, 5-RMO, New Multi-Family Res & Oceanfront
Residential Site Plan Revision/Change Order	\$750.00	Zoning Districts: 4-RM, 5-RMO, New Multi-Family Res & Oceanfront

BUILDING DEPARTMENT FEE SCHEDULE		
MINIMUM PERMIT FEE	\$75.00	
PERCENTAGE OF CONSTRUCTION VALUE BUILDING PERMITS		
Line 1	\$75.00	Up to the first \$2,500 plus
Line 2	3.00%	\$2,500 to \$10,000 plus cost in line 1
Line 3	1%	\$10,001 TO \$100,000 plus cost in line 1 &2
Line 4	.50%	\$100,001 to \$500,000 plus cost in line 1, 2 &3
Line 5	.25%	\$500,001 and up for fraction there of plus costs from lines, 1,2,3 &4
INSPECTION FEES		
1st Re-inspection	\$50.00	
2nd Re-inspection	\$75.00	
Each subsequent re-inspection	\$150.00	
PENALTY WORK WITHOUT A PERMIT NORMAL FEE PLUS UP TO 400% Determined by Building Official		
Permit Fee Extension	\$175.00 first	2 nd 180 day renewal-new permit required
Failure to Display Permit Card	\$50.00	
Failure to Call for Inspection	\$50.00	
Unscheduled Inspection Request	\$50.00	One (1) hour minimum subject to availability
Fire Plan Review Fee	\$85.00	
Demolition Full or Partial	\$150.00	Dumpster and special requirements apply
Construction Trailers	\$50.00	
Change of Contractor	\$50.00	
Temporary Certificate of Occupancy	\$50.00	
Temporary Certificate of Completion	\$50.00	
Early Power Release/ Temporary Pole	\$50.00	
Plan Review Fee by Building Official	\$85.00 \$50.00	For Planning and Zoning Second (2 nd) review fee
Plan Review Correction Submittal	Four (4) times plan review fee	Third (3 rd) rejection of plans for same comment.

TOWN OF MELBOURNE BEACH FEE SCHEDULE BY RESOLUTION 2022-05

Exhibit A

Residential Revision Fee After Permit Issued Commercial Revision Fee	One and two Family dwellings Multi-family	\$25.00 plus \$5.00 per each plan page or 2% of the revision value, whichever, is greater \$25.00 plus \$7.50 per plan page or 3% of the revision value, whichever is greater.
<p>ALL BUILDING FEES ARE NON-REFUNDABLE. PER THE FLORIDA BUILDING CODE STATUE 553.721 AND 468.631 ALL PERMITS WILL CONTAIN AN ADDITIONAL 1% SURCHARGE FOR THE DCA AND A 1.50% SURCHARGE FOR THE DBPR.</p> <p>WHEN IN THE OPINION OF THE BUILDING OFFICIAL, THE CONSTRUCTION VALUE COST IS UNREALISTIC, THE LATEST EDITION OF THE INTERNATIONAL CODE COUNCIL'S BUILDING VALUATION TABLE WILL BE USED TO CALCULATE THE APPROXIMATE CONSTRUCTION VALUE.</p>		

TOWN OF MELBOURNE BEACH FEE SCHEDULE BY RESOLUTION 2022-05

Exhibit A

Special Exceptions	\$1,000	Zoning Districts: Commercial 6-B, 7-C, 8-B, Downtown Business, General Commercial, Residential Business. Includes first two hearings by Board of Adjustment. Additional hearings or continuances initiated by BOA at no charge.
Hearings Initiated by Applicants		
Town Staff Hours	\$80.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
Advertising	Actual Cost	Per Invoice
VARIANCES BOARD OF ADJUSTMENTS		
Commercial Variance	\$1,000	Zoning Districts: Commercial 6-8, 7-C, 8-B, Downtown Business, General Commercial, Residential Business. Includes first two hearings by Board of Adjustment.
Hearings Initiated by Applicants		
Town Staff Hours	\$80.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
Advertising	Actual Cost	Per Invoice
Residential Variance	\$500.00	Zoning Districts: 1-RS, 2-RS, 3-RS, 4-RM, 5-RMO, Single Family Residence, Multi-Family Residence, Multi-Family Oceanfront Residence. Includes first two hearings by Board of Adjustment. Additional hearings or Continuances initiated by BOA at no charge.

ZONING		
Application Amendment Fee	\$1,000.00 plus \$5,000.00 advance deposit for staff and administrative expenses. NOTE: Applicant is responsible for actual costs which may exceed the deposit. If/when deposit is exhausted, it will be replenished (\$5000 increments) by the applicant before proceeding further	Per application. Fees are non-refundable.
Zoning Verification Letter	\$50.00	Per Letter
Zoning Interpretation	Actual Cost	Per Hour
Change Fee for Zoning	\$1,000.00	Per Change Request
Advertising Zone Change	Actual Cost	Per Invoice
Ordinance Development	Actual Cost	Per Ordinance
Ordinance Advertising	Actual Cost	Per Advertisement
Hearings Initiated by Applicants		
Town Staff Hours	\$80.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
Advertising	Actual Cost	Per Invoice
LDC TEXT AMENDMENT		
Text Amendment Application Pursuant to Sec. 1A-5, Code of Melbourne Beach	\$1,000.00 plus \$5,000.00 advance deposit for staff and administrative expenses. NOTE: Applicant is responsible for actual costs which may exceed the deposit. If/when deposit is exhausted, it will be replenished (\$5000 increments) by the applicant before proceeding further.	Per application. Fees are non-refundable

TOWN OF MELBOURNE BEACH FEE SCHEDULE BY RESOLUTION 2022-05

Exhibit A

Total Staff Hours	\$80.00	Per hour
Town Attorney	Actual Cost	Per hour
Town Planner	Actual Cost	Per hour
Advertising Ordinance	Actual Cost	Planning & Zoning Board Public Hearing; Town Commission First and Second Readings
LOCAL BUSINESS TAX		
Existing Business Tax Receipt	Per Town Code	Town Code of Ordinances Chapter 65
New Business Zoning Review	Actual Cost	Per Review
New Business Application Fee	\$50.00	
New Business Fire Review	\$85.00	Per Town Code and Florida Statute
Annual Fire Inspections	\$85.00	
1 st Fire Re-Inspection	\$30.00	
2 nd Fire Re-Inspection	\$60.00	
All Subsequent Re-Inspections	\$60.00	
PUBLIC RECORDS REQUEST		
Single-Sided Copies	.15 cents	Not to exceed 8.5" x 14"
Double-Sided Copies	.20 cents	Not to exceed 8.5" x 14"
All Other Copies	Actual Cost	Per Florida Statute 119.07
Certified Copies	\$1.00	Per Page Certification
Inspection of Public Records	Per Fl. Statute	Per Florida Statute 119.07
Computer Lien or Permit Search	Free	Address Search
Manual Lien or Permit Search	\$15.00	Per Request

POLICE CITATIONS		
Parking Tickets	\$50.00	Per Citation
Equipment Check	\$4.00	Per Citation
Off Duty Detail	\$40/hour	Minimum of (4) Hours
SPECIAL EVENTS		
Application Fee	\$75.00	Per Event
Special Event Permit	\$150.00	1-299 Participants
Special Event Permit	\$250.00	300-499 Participants
Special Event Permit	\$350.00	500-750 Participants
Special Event with Police Security Service	\$50.00	Per Hour, Per Officer. Minimum (4) Hour Charge
Special Event With Public Works	\$30.00	Per Hour, Per Person
Special Event with Fire Personnel	\$25.00	Per Hour, Per Person
Alcohol Permit	\$200.00 Deposit	Per Permit
FACILITY RENTALS		
Community Center (Residents)	\$65.00 plus tax	Per Hour. Melbourne Beach Residents (Monday-Friday)
Community Center (Residents)	\$390 plus tax	6-Hour Minimum. Melbourne Beach Residents (Sat., Sun. & Holidays)
Community Center (Residents)	\$65.00 plus tax	Each Additional Hour Over 6-Hour Minimum for Residents
Community Center (Non-Residents)	\$100.00 plus tax	Per Hour. Non-Residents (Monday-Friday)
Community Center (Non-Residents)	\$600.00 plus tax	6-Hour Minimum. Non-Residents (Sat., Sun. & Holidays)
Community Center (Non-Residents)	\$100.00 plus tax	Each Additional Hour Over 6-Hour Minimum for Non-Residents
Community Center Damage Deposit	\$350.00	Refundable, 7-10 Days After Event
Ryckman Park Pavilion (Residents)	\$30.00 plus tax	Per Hour. Resident
Ryckman Park Pavilion (Non-Resident)	\$45.00 plus tax	Per Hour, Non-Resident
Ryckman Park Pavilion Deposit	\$250.00	Refundable, 7-10 Days After Event
Restroom Key	\$100.00	Refundable, 7-10 Days After Event
Old Town Hall	\$25.00 plus tax	Per Hour
Old Town Hall Damage deposit	\$100.00	Refundable, 7-10 Days After Event
Old Town Hall Key Deposit	\$100.00	Refundable, 7-10 Days After Event
FOUNDERS DAY		
Arts & Crafts Vendor, Food Vendor, Alcohol	As Determined	Annually Per Space

Extraordinary Expense: Must be paid in full prior to commencement

In addition to the fee schedule adopted by the Town, the applicant shall be responsible for the payment of any extraordinary expense incurred by the Town in analyzing or reviewing all or any part of the application and other activities related to the land development as initiated by said application. Extraordinary expenses may include, but shall not be limited to: specialized consultants, experts, planning consultants, engineering services, legal consultants (excluding for the purposes of litigation), or any other services necessary to evaluate the proposal of the applicant and to advise the Town regarding same. Such expense shall be charged to the applicant at the actual cost of fees and expenses incurred by the Town for these services. The Town may decide to obtain such services at the beginning of, or any time during, the development process. The Town shall notify the applicant of the Town's intention to retain such services in advance of incurring the expense on the behalf of the applicant. However, the Town's failure to provide said notice shall not relieve the applicant of its obligation to pay such expenses. The Town shall, within its sole discretion, determine when and whether to retain such services.

Upon determination of the Town to retain such services, the applicant will be required to place a deposit with the Town to cover the anticipated cost of the required services. All expenses associated with such services including any administrative cost of the Town attributable to the service(s) shall be paid from the deposit. The deposit must be received by the Town prior to the Town proceeding with any action. Should the deposit be depleted prior to the completion of the development process, the applicant will be required to replenish the deposit prior to additional action on the part of the Town. Any unused portion of the deposit shall be refunded to the applicant within thirty (30) days from the date of the Certificate of Occupancy. Upon the request of the applicant, the Town Commission may review such extraordinary expenses as to the necessity and amount.

Town Commission Agenda Item

Section: New Business

Meeting Date: May 20, 2022

Subject: Request for Executive Session/Meeting pursuant to Fla. Stat. Sec. 286.011(8), F.S.

Submitted By: Town Attorney Repperger

Background Information:

The Town of Melbourne Beach recently prevailed in a Code Enforcement matter against Respondent Funoe, LLC (Case No. 2020-CE-198). The Special Magistrate rendered a Findings of Fact, Conclusions of Law, and Order on March 30, 2022. The Respondent filed a Notice of Appeal on or about April 28, 2022 and the appeal case is currently pending as Brevard County Circuit Court Appeal Case No. 05-2022-AP-025737-XXXX-XX. Town Attorney Repperger has a previously declared conflict and cannot represent the Town on appeal. Conflict Counsel Morris Richardson has agreed to continue his representation of the Town on the case on appeal. Conflict Counsel Richardson desires advice concerning the litigation.

Fla. Stat. Sec. 286.011(8), F.S. permits the Town Commission to meet in private with its legal counsel to discuss settlement negotiations or strategy sessions related to litigation expenditures. The Section requires strict compliance with requirements for notice and recording of the session.

If approved, a meeting date will be selected, and the Town will provide notice of the session in accordance with the statutory section.

Recommendation:

Approve noticing and holding pending litigation meeting/session in accordance with Fla. Stat. Sec. 286.011(8), F.S.

Attachments:

- Notice of Appeal with Findings of Fact, Conclusions of Law, and Order Case No. 2020-CE-198.

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT IN AND FOR
BREVARD COUNTY, FLORIDA

Appellate Case No. _____

Lower Tribunal Case No. 2020-CE-198

FUNOE, LLC, A Florida Limited Liability
Company,

Appellant,

v.

TOWN OF MELBOURNE BEACH, a Florida
Municipal Corporation,

Appellee.

_____/

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that FUNOE, LLC (“Appellant”), appeals to the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida, the “Findings of Fact, Conclusions of Law, and Order” (“the Order”) entered by the Code Enforcement Special Magistrate of the Town of Melbourne Beach, Florida dated March 30, 2022,¹ in Lower Tribunal Case No. 2020-CE-198, a copy of which is attached hereto as Exhibit A. The nature of the Order is a final administrative order by a special magistrate finding violations of the Town of Melbourne Beach Land Development Code and the Florida Building Code and is hereby appealed to the Circuit Court pursuant to Section 162.11, Florida Statutes.

¹ The Order was dated March 30, 2022 and transmitted via Email on March 31, 2022, with a Subject Line stating “Re: Proposed Order (Town of Melbourne Beach v. Funoe, LLC; Case No. 2020-CE-198).” On April 5, 2022, the Special Magistrate declined to answer the inquiries of the Appellant as to the finality of the Order. *Exhibit B, Emails Re: Transmittal of Order.*

The Appellant has exhausted administrative remedies, including, but not limited to, seeking an appeal with the Town Board of Adjustment, rehearing, reconsideration, more definitive findings of fact and conclusions of law, and rulings on defenses and objections. *See Exhibits C & D, Emails from Appellant to Town Re: Administrative Order.*

Respectfully submitted,

/s/ Claudia Pastorius, Esq.

Fla. Bar. No. 113597
Claudia T. Pastorius, P.A.
802 E. New Haven Ave.
Melbourne, FL 32901
Phone: (321) 450-1100
claudiapastorius@gmail.com
Counsel for Appellant Funoe, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was electronically filed and served in compliance with Rule 2.516(a) through the Florida Courts E-filing Portal this 28th day of April, 2022 and also served via process server, email, and mail to the parties as indicated on the service list below.

Respectfully submitted,

/s/ Claudia Pastorius, Esq.

Claudia T. Pastorius, P.A.

SERVICE LIST

Amber Brown, As Interim Town Clerk,
Town Clerk for the Town of Melbourne Beach
Service via Email: townclerk@melbournebeachfl.org
Via Process Server,
Via Certified Mail:
507 Ocean Avenue
Melbourne Beach, FL 32951
Telephone: (321) 724-5860

Wyatt Hoover,
As Mayor for the Town of Melbourne Beach
Via Email: whoover@melbournebeachfl.org
Via Process Server,
Via Certified Mail:
507 Ocean Ave.
Melbourne Beach, FL 32951

Elizabeth Mascaro,
As Town Manager for the Town of Melbourne Beach
Via Email: townmanager@melbournebeachfl.org
Via Process Server,
Via Certified Mail:
507 Ocean Ave.
Melbourne Beach, FL 32951

Stewart B. Capps,
As Code Enforcement Magistrate for the Town of Melbourne Beach
Service via Email: stewartbcappspa@aol.com
Via Process Server,
Via Certified Mail:
325 5th Ave. #208
Indialantic, FL 32903
Telephone: (321) 727-3200

Morris Richardson, Special appointment due to conflict
Counsel for the Town of Melbourne Beach
Service Via Email: morris.richardson@gmail.com
Via Process Server,
Via Certified Mail:
West Melbourne City Hall
2240 Minton Rd. F12
West Melbourne, FL 32904
-and-
2024 Botanica Cir.
West Melbourne, FL 32904
Telephone: (321) 616-7872

EXHIBIT A

CODE ENFORCEMENT SPECIAL MAGISTRATE
TOWN OF MELBOURNE BEACH, FLORIDA

Case No. 2020-CE-198

TOWN OF MELBOURNE BEACH, a
Florida municipal corporation,

Petitioner,

v.

FUNOE, LLC, a Florida limited liability
company,

Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate on September 9, 2021, and the Special Magistrate having heard testimony under oath, received evidence, and considered arguments of the parties, the Special Magistrate thereupon issues his Findings of Fact, Conclusions of Law, and Order as follows:

1: FINDINGS OF FACT

1. The Respondent owns a single-family residence located at 303 Beau Jean Avenue in Melbourne Beach, Brevard County, Florida (the "Property").

2. The Property is a corner lot, situated at the intersection of Beau Jean Avenue and Alden Place.

3. The shed which is the subject of this matter is located at a corner of the Property, on the rear lot line, and between the side building line of the residence and Alden Place.

4. The Respondent caused the shed, which was pre-built, to be moved to and erected on the Property without applying for or obtaining a building permit from the Town of Melbourne Beach.

5. In response to a complaint about the shed, the Town of Melbourne Beach issued a Notice of Violation to Respondent based on alleged violations of Section 7A-57(d)¹ of the Town's Land Development Code, and Section 105.1 of the *Florida Building Code, Building*.

2: CONCLUSIONS OF LAW

1. Section 7A-57 Accessory Structures, of the Town of Melbourne Beach Land Development Code, provides in pertinent part as follows:

(a)(1) No accessory structure shall be erected in any front yard. Unless specifically defined in this chapter, no accessory structure shall be erected in any side yard. Except as otherwise provided by this chapter, no accessory structure shall exceed the height of the main structure. Unless specifically allowed in this chapter, no accessory structure other than a utility shed shall be constructed within 15 feet of any lot line.

* * *

(d) Utility sheds may not be larger than 120 square feet in floor area and 10½ feet in height. Utility shed foundations should be no higher than 8 inches above ground level. Sheds shall be screened from the front and side streets. Screening shall be accomplished through landscaping, fencing, or a combination of the two. Sheds must be behind the rear of the front line of the principal structure. On any corner lot, the shed must be both behind the rear of the front line of the principal structure and behind the building line of the side of any structure abutting any street. Utility sheds are limited to one shed per 10,000 square feet of lot area. Sheds may be placed on the side or rear property line. The roof line has to be within the lot line of the property.

(emphasis supplied).

2. Section 7A-57(a)(1) generally provides that “no accessory structure shall be erected in any side yard” or “within 15 feet of any lot line,” unless otherwise specifically allowed in the zoning code. Section 7A-57(d) carves out an exception for utility sheds, allowing them to be located in side yards, and even placed on a rear or side property line, but still requiring that they

¹ The Notice of Violation erroneously cited Section 7A-57(2)(d), which does not exist, but accurately quoted the correct code provision, Section 7A-57(d). The Respondent had fair notice of the code provision actually at issue.

be behind the front building line of the principal structure. Recognizing that corner lots have double street frontage, Section 7A-57(d) further requires that sheds be located behind the side building line of the structure on any side of a property which abuts a street.

3. The location of the shed on the Property between the side building line of the residence and Alden Place constitutes a violation of Section 7A-57(d).

4. Section 105.1, *Florida Building Code, Building*, compels an owner to apply for and obtain a building permit from the local building official in order to “construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure....”

5. Chapter 553, Florida Statutes, exempts certain manufactured buildings, such as the shed at issue in this case, from local building department structural plan reviews. Fla. Stat. § 553.80(1)(d). However, manufactured buildings are not exempt from local building department reviews, permitting, and inspection for provisions of the Building Code relating to erection, assembly, or construction at the site. *Id.*

6. The Respondent’s movement to and erection of the shed upon the Property without first applying for and receiving a building permit from the Town building official constitutes a violation of Section 105.1, *Florida Building Code, Building*.

3: ORDER

1. The Respondent, Funoe, LLC, is hereby ordered to either:
 - a. Apply for a building permit to move the shed and erect it on a suitable location on the Property within thirty (30) days, and cause the shed to be so moved within sixty (60) days of the issuance of such permit; or
 - b. Remove the shed from the Property entirely within thirty (30) days.

2. A fine in the amount of \$50 per day will be assessed for each day that the Respondent fails to comply with this Order after the time for compliance provided herein has expired.

Done and ordered this 30 day of ^{Mark}~~January~~, 2022.

By:


STEWART B. CAPPS
CODE ENFORCEMENT SPECIAL MAGISTRATE

EXHIBIT B

From: Stewart Capps <stewartbcappspa@aol.com>
Date: April 5, 2022 at 9:29:24 AM EDT
To: alidfunoe@yahoo.com
Subject: Re: Proposed Order (Town of Melbourne Beach v. Funoe, LLC; Case No. 2020-CE-198)
Reply-To: Stewart Capps <stewartbcappspa@aol.com>

I can not answer your questions, it would be inappropriate

-----Original Message-----

From: Ali Dennington <alidfunoe@yahoo.com>
To: legalassistant2stewartbcapps@aol.com
Cc: Morris Richardson <morris.richardson@gmail.com>; stewartbcappspa@aol.com; Melbourne Beach Town Manager <TownManager@melbournebeachfl.org>; cliff town melbourne beach attorney <cliff@whitebirdlaw.com>; Joyce Commissioner Barton <jbarton@melbournebeachfl.org>; Mayor wyatt hoover <whoover@melbournebeachfl.org>; Commissioner Corey Runte Runte <crunte@melbournebeachfl.org>; Melbourne Beach Town Clerk <TownClerk@melbournebeachfl.org>; Sherri Commissioner Quarrie <squarrie@melbournebeachfl.org>
Sent: Mon, Apr 4, 2022 3:53 pm
Subject: Re: Proposed Order (Town of Melbourne Beach v. Funoe, LLC; Case No. 2020-CE-198)

this says proposed order?
is this the final order?
or just proposed?

Could you please advise as to my appeal options?

Including any and all appeal options, administrative or otherwise, including concurrent appeal options, whether to the zoning official, building official, to BoA, to the commissioners, and/or circuit court, as well as provide any and all time frames, and citation to authority, and copies of those provisions, and any and all forms or documents necessary as well.

and could you please advise the same for my Bert Harris claim.

also could you please state any claims the Town has regarding any argument it has related to any exhaustion of remedies.

and could you please advise as to the status of the Town Comp plan revisions, and the property rights element of it? that the state objected to?
and please advise the procedures or forms or requirements necessary for me to object to the Town's comp plan.

I'm also having a hard time finding what evidence or testimony, etc the SJ based his opinion on, not sure anything was cited in the record in his opinion?

thank you, Ali Dennington/Funoe

In case of error in receipt, please notify sender and delete

On Mar 31, 2022, at 10:57 AM, legalassistant2stewartbcapps@aol.com wrote:

Dear Attorney Morris Richardson:

Attached please find correspondence from Attorney Stewart Capps. A hard copy will follow.

Sincerely,
Joanne
on behalf of **Stewart B. Capps P.A.**
Center of Indialantic, Suite 208, 325 Fifth Avenue,
(PO Box 34021) Indialantic, FL 32903

CONFIDENTIALITY NOTICE: This e-mail message including attachments, if any, is intended for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you.

From: Morris Richardson <morris.richardson@gmail.com>
Sent: Monday, January 3, 2022 3:19 PM
To: stewartbcappspa@aol.com; legalassistant2stewartbcapps@aol.com
Cc: Ali Dennington <alidfunoe@yahoo.com>; Melbourne Beach Town Manager <townmanager@melbournebeachfl.org>
Subject: Proposed Order (Town of Melbourne Beach v. Funoe, LLC; Case No. 2020-CE-198)

Dear Special Magistrate Capps,

Pursuant to your direction at the telephone conference on December 10, attached please find a proposed order for your consideration.

Thank you for your kind attention to this matter.

Best wishes for a happy new year,
Morris

EXHIBIT C

From: Melbourne Beach Town Manager <TownManager@melbournebeachfl.org>
Date: April 12, 2022 at 5:19:48 PM EDT
To: A Den <a.dennington@icloud.com>
Subject: RE: filing appeal to BOA

Sorry, there isn't a form or a request you can complete to go in front of BOA. BOA can review decisions made by the Building Official and the Town Planner but not the Special Magistrate.

From: A Den <a.dennington@icloud.com>
Sent: Sunday, April 10, 2022 8:12 AM
To: Melbourne Beach Town Manager <TownManager@melbournebeachfl.org>
Subject: Re: filing appeal to BOA

theoretically
if one were to appeal or file something with boa
is there a form?
or
doc
or instructions?

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On Apr 8, 2022, at 4:19 PM, Melbourne Beach Town Manager <TownManager@melbournebeachfl.org> wrote:

No, not appeal to BOA

11-22 states "you may appeal any final administrative order of the special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. An appeal shall be filed within 30 days of the rendition of the order to be appealed".

From: A Den <a.dennington@icloud.com>
Sent: Friday, April 08, 2022 4:00 PM
To: Melbourne Beach Town Manager <TownManager@melbournebeachfl.org>
Subject: Re: filing appeal to BOA

so there is no form or any doc or instructions for appeal to BOA?

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On Apr 8, 2022, at 3:53 PM, Melbourne Beach Town Manager
<TownManager@melbournebeachfl.org> wrote:

Ali,
Attached is Chapter 11-21(Administrative Fines; Cost of Repairs; Liens) and 11-22 (Appeals) from the Melbourne Beach Florida Code of Ordinances regarding your question below.

Regards,

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

Parking fees help us maintain our parks.

Thank you!

EXHIBIT D

From: Ali Dennington <alidfunoe@yahoo.com>

Date: April 18, 2022 at 4:26:25 PM EDT

To: Melbourne Beach Town Clerk

<TownClerk@melbournebeachfl.org>, TownManager@melbournebeachfl.org, Mayor

wyatt hoover <whoover@melbournebeachfl.org>, Joyce Commissioner Barton

<jbarton@melbournebeachfl.org>, Commissioner Sherri Quarrie Quarrie

<squarrie@melbournebeachfl.org>, Marivi Commissioner TMB Walker

<mwalker@melbournebeachfl.org>, Commissioner Corey Runte Runte

<crunte@melbournebeachfl.org>, Town Attorney Cliff at WhiteBird

<cliff@whitebirdlaw.com>, Melbourne Beach Code/Town

<office@melbournebeachfl.org>, Melbourne TMB Building Building Department

<building@melbournebeachfl.org>, Melbourne - TMB Building Official

<BuildingOfficial@melbournebeachfl.org>

Cc: Morris - Town of Melbourne Beach Conflict attorney Richardson

<morris.richardson@gmail.com>, Legal Assistant to Capps

<legalassistant2stewartbcapps@aol.com>, stewartbcappspa@aol.com, Corey

O'Gorman / plan place and town planner <corey@placepnd.com>, Town Engineer BSE

Consulting <info@bseconsult.com>

Subject: Request copy of packet for RCTM meeting this week, copy of record in 2020-CE-198, and request to speak longer than 3 minutes for purposes of making a record, request for a board of appeals meeting prior to April 29

Can I have a copy of the packet for the upcoming meeting this wednesday, please

also i would to make a request to speak longer than 3 min - as provided in the code for purposes of a making a record as provided in town code/charter for purposes of appeal to court.

also i am request a copy of the record in the code enforcement case for purposes of making an appeal

also i would like to request the board of appeals convene so that i may appeal to it prior to april 29 - in that all interpretations of building and zoning goto the board of appeals - however i note that the code and procedures are unconstitutionally vague as to procedures in my case as my due process rights have been violated as a result.

I would also like to request that the special magistrate withdraw and reconsider his order

and

would also like to request that the special magistrate make a written ruling on each and everyone one of my numerous objections:

—which were made to the town prior to the hearing (i could not make any to the special magistrate or the town attorney Mr. Morris bc i was not given their names or contact information before the hearing despite the fact that i requested it) ,
 —during the hearing, and
 —after the hearing (which was essentially continued with additional written argument) including but not limited to:
 —all my all my questions posed to the town which were not answered fully and completely
 —that i was not permitted to cross-examine the town's only proffered witness because i was constantly shut down by the special magistrate and because the witness did not answer my questions or have the knowledge necessary to be able to answer, and that as a result he was not a proper witness and
 —that the town refused to answer my written questions thereafter,
 —that i was not permitted to question beth crowell, or anyone in building department, nor the building official or the zoning official whoever those person were at the time
 —and all my objections made in correspondence and emails to the Town after the hearing as well as in the motions/pleading/memos and other arguments made to the Special magistrate/town/town attorney and including my objections made during the telephone conference called by the special magistrate and my objections made in my proposed finding of of fact and conclusions of law.
 i believe my due process rights have been violated numerous times before during and after the hearing by the Town and by the special magistrate, including but not limited to having ignored all my objections and not having made a ruling on them, having repeated interrupted me during the hearing preventing me from asking relevant questions and not requiring the witness to answer, despite his saying the proceeding was informal and that the normal court didn't apply, he nonetheless repeated said my questions were not proper or allowed because they were not factual, when in fact they were factual or at least they were mixed questions of law and fact
 —that the town failed to prove its case entirely, on the facts of this case and due to the somewhat unique and peculiar facts of this case which were not considered by anyone in the Town prior to the hearing and which were not considered by the special magistrate.

i would also like, in addition to requesting a ruling on all my objections above, i would request that the special magistrate reissue a decision with actual, definitive and specific findings of fact on each necessary word, phrase, and element (including each word/s and phrases in the code, and the definitions therein, and words lacking any definition, including but not limited to street, right of way, yards, front yard, rear yard, side yard/s, front building line, building line, structure, any structure, principal structure, flagpole, fence, corner lot, lot, lot of record, vested rights, and others) - i request a specific ruling with a specific finding and specific citation to record evidence (whether testimony or other evidence actually presented)

and likewise I request the special magistrate reissue his ruling with respect to conclusions of law including a determination of ambiguity or non-ambiguity, as well as resolution thereof, and including conclusions regarding all my proffered arguments, as

well as the applicability of the manufactured building act as to the facts of this case, and i request those conclusions to specifically and definitely state and cite what law/s and and what provision/s upon which they are based, as well as where that was argued and proven, and specifically what facts support this conclusion with citation to what testimony or evidence was presented to support it, when it was presented and by whom.

i would like to object that the special magistrate failure to do so, violates my due process rights, and state and local law.

i would to object to the impermissible shift of burdens of proof, and impermissible burdens of production, and that this violated my due process rights and notice and opportunity rights

i would again like to object that the entire proceeding was unlawful for failure to follow procedure and failure to ensure essential elements of due process
and object to the lack of inclusion of all ex parte communications
and object to the special magistrate on conflict ground
and object to the refusal to provide public records and the refusal to permit inspect of public records, requested at all times, including but not limited all such records i requested regarding the special magistrate
and i would like to point to the recently alleged allegations of misconduct and violations of ethics and public records laws as stated in the packet for the cancelled meeting from last week and also as alleged in the grievance of the former clerk who was clerk at time of my PRRs and as the conduct of the Town Attorney and the TM.

i would also like to provide notice of suit to the town under bert harris act

and to the town and all commissioners, officials, and employees, and the special magistrate, and the town attorney and mr. capps of my intent to sue for violations of the public records laws, and equal protection, and other claims.

please confirm receipt.

please indicate whether all or any of these request will or not be granted, and if so when, and if not why.

i reserve the right to make additional requests, and to supplement this as necessary. and i do plan to supplement this but am sending now in the interest of getting it out today

I would also like to request that the Town Manager, the Town Attorney, and Commissioner Runte abstain from any all consideration, participation, or involvement including but not limited to advising or consulting the Town on these matters as I believe they are impermissible biased, and unable to be neutral for numerous reasons including but limited to the grievance, and other reasons which I can lay out and which I believe

will I may be able to further lay out if and when several of my specific public records requests pending over six months or more and ignored are ever answered and if i am permitted adequate time to review them.

As to Commissioner Runte, i will point to his out his most recent emails to me today and yesterday which I will forward after this email which show without question he is not and cannot be open minded or impartial regarding me or PRR requests, or the matters in this case. As well as the complaint and request for an investigation I sent last year to the State attorney which details many inappropriate and unethical contacts and responses that Mr. Runte has made to me - by text message which i can provide, in person contacts while acting as commissioner, all statements to me and about me at public meetings and elsewhere, including but not limited to statements on the record about my nextdoor forum posts, and his inappropriately flagging my ND doors for removal but which have been determined not to be in violation and for his potentially having used another person to attempt the same recently. furthermore, one of myPRRs still not produced concerned the Town Attorneys emails and records as well as those in his law firm for any person working on or with the TA from within his law firm, where, Mr. Runte's wife also is associated. And I believe it was this request that resulted in a particular set of emails to me and copied to several other individuals including the commissioners, the TA and TM ad others, wherein Mr. Runte was using his position as a Commissioner and aggressive attempting to shame and dissuade me, a citizen, from making and/or continuing to peruse my public records requests, as well as trying to, in my opinion hinder the execution and completion of my requests, by sending the emails to other officials and employees, and due to the contents and implications of what was written in his emails which i believe were improper, unethical and potentially illegal attempts to pressure, coerce, thwart, hinder, or interfere with my right to make requests and the duty to respond to such requests in a reasonable time.

thank you, Ali Dennington

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Proclamation

Town of Melbourne Beach

A PROCLAMATION COMMENDING THE FLORIDA LEAGUE OF CITIES (FLC)
AND THE LEGISLATIVE AFFAIRS TEAM FOR THEIR HARD WORK DURING
THE 2022 FLORIDA LEGISLATIVE SESSION

WHEREAS, the Florida League of Cities, Inc. (FLC), through the leadership of Executive Director Jeannie Garner, provides a myriad of exemplary services to Florida's 411 individual municipalities; and

WHEREAS, one of the critical services provided is advocacy on behalf of Florida's municipalities before the Florida Legislature and Florida's Congressional delegation; and

WHEREAS, during the 2022 Florida Legislative Session, more than 3,600 bills were filed for consideration; and

WHEREAS, through the leadership of Executive Director Garner, one of the finest Legislative Affairs Team has advocated on behalf of Florida's municipalities on countless bills and amendments that were filed impacting our local communities in the 2022 Florida Legislative Session; and

WHEREAS, the FLC Legislative Affairs Team did a phenomenal job championing municipal issues and concerns, and played an instrumental role in both the success of significant legislation passed that will benefit all of Florida, and the failure of a variety of bills that would have been harmful to local government; and

WHEREAS, the Cities, Towns, and Villages throughout the State of Florida are fortunate to have a dedicated and hardworking Legislative Affairs Team representing them before the Florida Legislature;

NOW, THEREFORE, I Wyatt Hoover, Mayor of the Town of Melbourne Beach, do hereby formally commend the Florida League of Cities, Inc., Executive Director, Jeannie Garner, and the FLC Legislative Affairs Team for the remarkable job championing municipal issues and concerns during the 2022 Legislative Session, and thank each of them for being the face of local government before the Florida Legislature.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Melbourne Beach, Florida, to be affixed this 18th day of May, 2022.

Proclamation

Town of Melbourne Beach

National Police Week 2022

To recognize National Police Week 2022 and honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Melbourne beach police department;

WHEREAS, since the first recorded death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty.

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC;

WHEREAS, 619 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 472 officers killed in 2021 and 147 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 34th Candlelight Vigil on the evening of May 13, 2022;

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be observed this year May 11-17;

WHEREAS, May 15 is designated as Peace Officers Memorial Day in honor of all fallen officers and their families, and U.S. flags should be flown at half-staff;

THEREFORE, BE IT RESOLVED that The Town of Melbourne beach will observe May 11-17, 2022, as National Police Week in Melbourne beach, and publicly salutes the service of law enforcement officers in our community and communities across the nation.

Issued Date _____

Mayor wyatt hoover _____

Attest Town Clerk _____

Proclamation Town of Melbourne Beach

NATIONAL SAFE BOATING WEEK May 2022

IT IS HEREBY PROCLAIMED BY THE MAYOR OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, that:

WHEREAS, more Americans are heading to waterways for recreation and relaxation as opportunities for water activities expand each year, and

WHEREAS, it is essential that both novice and experienced boaters practice safe boating habits, which include participating in a safe boating course, ensuring that the vessel has proper equipment, and that all passengers wear a life jacket, and avoid the use of alcohol, and

WHEREAS, every year hundreds of lives are lost in boating accidents. The number of fatalities can be reduced and boating made more pleasurable if boaters would exercise knowledge, care, and courtesy necessary for safe boating, and

WHEREAS, the United States Coast Guard Auxiliary focuses on boating safety with emphasis on safe boating education classes and vessel safety examinations, and

WHEREAS, the South Brevard Flotilla 17-02, United States Coast Guard Auxiliary annually provides vessel safety examinations upon request.

NOW, THEREFORE, I, Wyatt Hoover, Mayor of the Town of Melbourne Beach, by virtue of the authority of said office, do hereby proclaim May 21st through May 27th, 2022 as:

NATIONAL SAFE BOATING WEEK

in the Town of Melbourne Beach, and encourages all citizens who use our waterways to acquire the skills and knowledge essential to practice safe boating.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Melbourne Beach to be affixed this Eighteenth day of May, Two Thousand Twenty Two.

Wyatt Hoover, MAYOR

ATTEST:

Amber Brown, TOWN CLERK

Attachments:	PowerPoint Presentation Slides
Date Prepared:	5-10-2022
Prepared By:	Fire Chief Gavin Brown
Meeting Date:	May 18, 2022

Agenda Category:

<input checked="" type="checkbox"/>	Proclamations & Awards	<input type="checkbox"/>	Public Hearings
<input type="checkbox"/>	Presentations	<input type="checkbox"/>	Old Business
<input type="checkbox"/>	Boards & Committees	<input type="checkbox"/>	New Business
<input type="checkbox"/>	Consent	<input type="checkbox"/>	Other:

Subject:	Proclamation recognizing National Beach Safety Week in the Town of Melbourne Beach.
Recommended Action:	1) Consider adopting proclamation recognizing May 23 rd – 30 th , 2022 as National Beach Safety Week in the Town of Melbourne Beach.
Background Information:	<ol style="list-style-type: none"> 1. The Melbourne Beach Volunteer Fire Department is committed to keeping our residents and visitors safe while they enjoy our amazing local beaches. 2. Unfortunately, almost every year multiple people lose their lives from drowning incidents here in Brevard County, usually as the result of ocean rip currents. 3. While the Melbourne Beach Volunteer Fire Department's Marine Rescue Team does everything in their power to rescue and save individuals when an aquatic emergency happens, it is always better to try to prevent these incidents from happening in the first place through public awareness and education. 4. This proclamation would serve as a good reminder of the joys and potential hazards associated with the aquatic environment before our busy summer beach season starts.

TOWN OF MELBOURNE BEACH

PROCLAMATION

Whereas, the beautiful coastal beaches of the Town of Melbourne Beach represent a world renowned recreational resource; and

Whereas, residents and visitors alike are drawn to our beaches by the millions each year for recreational water and beach activities; and

Whereas, the aquatic environment has inherent dangers, particularly rip currents, that can be effectively mitigated through public awareness and the vigilance of professional lifeguards; and

Whereas, for reasons of public safety, an annual reminder of the joys and hazards associated with the aquatic environment are appropriate at the commencement of the busy summer beach season; and

Whereas, residents and visitors alike should remember to: Learn to swim, never swim alone, always swim near a Lifeguard whenever possible, learn how to use a Life Rescue Station, always obey posted signs and flags, keep the beaches and water clean, learn rip current safety, enter the water feet first, never drink alcohol before swimming, use sunscreen, and stay hydrated by drinking plenty of water;

Now, therefore, I, Wyatt Hoover, Mayor of the Town of Melbourne Beach, Florida, do recognize and proclaim

May 23rd - 30th, 2022

as

NATIONAL BEACH SAFETY WEEK

in the Town of Melbourne Beach, and urge all residents and visitors using our beaches to enjoy themselves at the beach this year, while taking the appropriate measures to protect themselves and their friends and families.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Melbourne Beach, Florida, to be affixed this 18th day of May, 2022.

Wyatt Hoover, Mayor

ATTEST:

Amber L. Brown, Town Clerk

Proclamation

Town of Melbourne Beach

DECLARING THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the Town of Melbourne Beach to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, more than 110 Americans are killed by gun violence, alongside more than 200 who are shot and wounded, and on average there are nearly 16,000 gun homicides every year; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Florida has 2,849 gun deaths every year, with a rate of 12.9 deaths per 100,000 people. Florida has the 27th highest rate of gun deaths in the US; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including Melbourne Beach, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than two years of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in city gun violence;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 3, 2022 to recognize the 25th birthday of Hadiya Pendleton (born: June 2,

1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -

- (1) Hadiya Pendleton and other victims of gun violence; and
- (2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 3rd, the first Friday in June in 2022, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 3, 2022 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor Wyatt Hoover of the Town of Melbourne Beach declares the first Friday in June, June 3, 2022, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Wyatt Hoover, MAYOR

ATTEST:

Amber Brown, TOWN CLERK

Regular Town Commission Meeting Agenda

Section: **New Business**

Meeting Date: **May 18, 2022**

Subject: **Donation to the 2022 MelBoom – City of Melbourne 4th of July Fireworks Celebration.**

Submitted By: **Jennifer Kerr, Finance Manager**

Background Information

Prior to 2020 and the outbreak of the COVID-19 Pandemic the Town donated annually to the City of Melbourne for the 4th of July Fireworks Celebration. \$250 was donated in 2013, 2014, 2015, and 2016. \$500 was donated in 2017, 2018, and 2019.

The donation was paid for out of the general fund in the parks department. This line item is currently budgeted with \$1,000.

Recommendation:

Motion to approve a donation of \$500.00 to the 2022 MelBoom 4th of July Fireworks Celebration.

Attachments:

MelBoom – City of Melbourne 4th of July Fireworks Celebration Sponsor Donations Opportunity Levels.



Grand Finale Sponsor - \$5,000

- Entered into a drawing to push the button to ignite the fireworks for the 2022 MelBOOM Celebration.
- Six tickets to MelBOOM Celebration Fireworks VIP Private Reception. Includes three parking passes.
- 10x10 Booth Space in the heart of the event at Melbourne's Front Street Park.
- Mention in media/promotional advertising in radio and social media.
- Logo on Invitation for the VIP Private Reception.
- Logo on Welcome Signage at entrances.
- Logo shared on social media.
- Display banner in a prominent event location or VIP area. (Provided by Sponsor) *
- Logo with supporting link on website.

Roman Candle Sponsor - \$2,500

- Four tickets to MelBOOM Celebration Fireworks VIP Private Reception. Includes two parking passes.
- Logo on Welcome Signage at entrances.
- Logo shared on social media.
- Display banner in a prominent event location or VIP area. (Provided by Sponsor) *
- Logo with supporting link on website.

Firecracker Sponsor - \$1,000

- Two tickets to MelBOOM Celebration Fireworks VIP Private Reception. Includes one parking pass.
- Logo shared on social media.
- Display banner in prominent event location or VIP area. (Provided by Sponsor) *
- Logo with supporting link on website.

Bottle Rocket Sponsor - \$500

- Logo shared on social media (included with other Sponsors).
- Recognition in general promotion of the event (included with other Sponsors).
- Mention in sponsor list on website.

Sparkler Sponsor - \$250

- Recognition in general promotion of the event (included with other Sponsors).
- Mention in sponsor list on website.

Popper Sponsor - \$100

- Mention in sponsor list on website.



Town Manager Report for May 2022

1. Chief Griswold met with Town Manager Casey, Police Chief Connor to discuss a golf cart Interlocal Agreement between the Towns.
2. Attended P&Z Meeting with Robert Bitgood
3. Attended Parks Board Meeting.
4. Chief Griswold and LT. Smith received the 2021 Engineering Award from the Space Coast TPO.
5. Founders Day –I have only heard how successful the event was.
6. I was unable to attend many of my scheduled events for May due to Covid.



TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

Building Department Report

April 2022

- 57 permits issued
- Construction Value of the 57 permits totaled \$3,372,394.00
- Total Permit fees \$17,425.85
- 103 inspections completed
- 69 plans reviewed
- 3 Single-Family Site Plan review for P&Z
- 1 BTR reviews
- 2 Vacation Rental inspections
- 1 New homes

Melbourne Beach Permit List

05/04/2022
1/2

Permit	Type	Address	Applicant	Issued	Expired
PWDS22-0010	Window, Door, & Shutter	211 BIRCH AVE	Accurate Group of Florida, Inc.	04/27/202	10/24/202
PWDS22-0007	Window, Door, & Shutter	901 ATLANTIC ST	LOWES Home Centers	04/28/202	10/25/202
PWDS22-0006	Window, Door, & Shutter	311 THIRD AVE	SUNSET VIEW CONSTRUCTION	04/20/202	10/17/202
PWDS22-0005	Window, Door, & Shutter	1910 CEDAR LN	Brevard Window & Doors Inc	04/20/202	10/17/202
PWDS22-0003	Window, Door, & Shutter	1904 CEDAR LN	PARADISE GARAGE DOOR SERVICES INC	04/22/202	10/19/202
PWDS22-0002	Window, Door, & Shutter	218 BIRCH AVE	BREWARD SOFFIT & SIDING, INC DBA BSS EXTERIORS	04/19/202	10/16/202
PSOL22-0001	Solar	216 ELM AVE	POWER EXPERTS PURE ENERGY GROUP LLC	04/26/202	10/23/202
PRR22-0008	Reroof	220 SIXTH AVE	BENTLEY ROOFING LLC	04/28/202	10/30/202
PRR22-0006	Reroof	901 ATLANTIC ST	TOTAL HOME ROOFING AND CONSTRUCTION	04/29/202	10/26/202
PRR22-0005	Reroof	1905 REDWOOD AVE	FLORIDA ROOF BROS LLC	04/26/202	10/23/202
PRR22-0004	Reroof	318 BANYAN WAY	G&G ROOFING CONSTRUCTION INC	04/18/202	10/30/202
PRR22-0003	Reroof	514 HIBISCUS TRL	CHEYANNE@CFLROOFING.COM	04/20/202	10/17/202
PRR22-0002	Reroof	315 6TH AVE	Hippo Roofing	04/19/202	10/16/202
PRR22-0001	Reroof	203 6TH AVE	DAVID SWIHART ROOFING INC	04/06/202	10/22/202
PRB22-0005	Res Building	404 SIXTH AVE	TOTAL HOME ROOFING AND CONSTRUCTION	04/26/202	10/23/202
PRB22-0004	Res Building	406 1ST AVE	KITCHEN AND BATH CENTER DIVISION 10 SUPPLY	04/27/202	10/24/202
PPRO22-0003	Propane	901 RIVERSIDE DR	Brandon Custom Homes LLC	04/13/202	10/10/202
PPRO22-0002	Propane	203 RIVERSIDE DR	Southeast Custom Construction Inc	04/18/202	10/15/202
PPRO22-0001	Propane	304 1ST AVE	SUBURBAN PROPANE	04/21/202	10/31/202
PPR22-0003	Pool Resurface	608 MANGO DR	Ferrell Gas	04/25/202	10/22/202
PPR22-0002	Pool Resurface	1905 NEPTUNE DR	DOUBLE ACTION PLASTERING INC	04/13/202	10/10/202
PPR22-0001	Pool Resurface	406 PELICAN KEY	G AND J POOL REMODELING INC	04/20/202	10/17/202
PPL22-0001	Pool	419 AVENUE B	INNOVATIVE POOL FINISHES	04/20/202	10/17/202
PPCD22-0004	Paver, Concrete, & Deck	2102 ROSEWOOD DR	INTERCOASTAL POOL AND SPA	04/21/202	10/25/202
PPCD22-0003	Paver, Concrete, & Deck	228 6TH AVE	MGLAMRY, COLLEEN/HODGES, MICHAEL	04/18/202	10/15/202
PPCD22-0002	Paver, Concrete, & Deck	604 HIBISCUS TRL	OWNER/BUILDER	04/21/202	10/18/202
PPCD22-0001	Paver, Concrete, & Deck	509 MAGNOLIA AVE	ALLIANCE PAVERS	04/20/202	10/17/202
PP22-0001	Plumbing	410 DRIFTWOOD AVE	Surfside Pavers Inc. ROBERT HUNTER JR	04/13/202	10/16/202

Melbourne Beach Permit List

05/04/2022
2/2

Permit	Type	Address	Applicant	Issued	Expired
PMB22_155	Construction	322 AVENUE A	CCC HOLDING COMPANY INC	04/06/2022	10/19/2022
PMB22_153	Construction	601 HIBISCUS TRL	AMERIGAS PROPANE LP (2)	04/06/2022	10/31/2022
PMB22_151	Construction	403 S PALM AVE	ABLE AIR, INC	04/12/2022	10/16/2022
PMB22_150	Construction	307 5TH AVE	Hippo Roofing	04/06/2022	10/08/2022
PMB22_145	Construction	1301 ATLANTIC ST	G&G ROOFING CONSTRUCTION INC	04/06/2022	10/26/2022
PMB22_144	Construction	201 SIXTH AVE C	CHEYANNE@CFLROOFING.COM	04/25/2022	10/22/2022
PMB22_139	Construction	301 AVENUE A	BB IMPROVE LLC	04/06/2022	10/04/2022
PMB22_134	Construction	212 FIR AVE	SUNSHINE GAS LLC	04/07/2022	10/31/2022
PMB22_130	Construction	611 CITRUS CT	Brevard Pools Inc	04/21/2022	10/18/2022
PMB22_112	Construction	400 ATLANTIC ST	ALLIANCE PAVERS	04/27/2022	10/25/2022
PMB22_091	Construction - New Home	404 AVENUE B	Jays Air & Heat	04/11/2022	10/16/2022
PMB21_606	Construction	1425 ATLANTIC ST	M E CONSTRUCTION INC	04/07/2022	10/04/2022
PMB21_548	Construction	1427 ATLANTIC ST	ISLAND DOORS INC	04/07/2022	10/04/2022
PMB22_0015	Mechanical	201 OAK ST	ISLAND DOORS INC	04/28/2022	10/25/2022
PMB22_0010	Mechanical	411 SIXTH AVE	ROBERT AIELLO	04/25/2022	10/22/2022
PMB22_0009	Mechanical	2203 ATLANTIC ST	John T Arrigo	04/21/2022	10/22/2022
PMB22_0008	Mechanical	200 SIXTH AVE UNIT A	JOHN EARMAN	04/15/2022	10/12/2022
PMB22_0005	Mechanical	1101 ATLANTIC ST	AIRE SERV OF MELBOURNE	04/29/2022	10/26/2022
PMB22_0004	Mechanical	507 RIVERSIDE CIR	John P Brandorff	04/13/2022	10/29/2022
PMB22_0001	Mechanical	415 AVENUE B	MICHAEL J HALL	04/21/2022	10/25/2022
PG22-0001	Mechanical	612 HIBISCUS TRL	Durham & Sons Inc	04/20/2022	10/23/2022
PF22-0007	Generator	601 HIBISCUS TRL	John T Arrigo	04/27/2022	10/24/2022
PF22-0006	Fence	501 ANDREWS DR	Eau Gallie Electric, Inc	04/22/2022	10/22/2022
PF22-0005	Fence	422 OCEAN AVE	ISOM, BRADLEY MICHAEL	04/18/2022	10/15/2022
PF22-0004	Fence	501 OCEAN AVE	SECURE FENCE AND RAIL LLC	04/18/2022	10/15/2022
PF22-0001	Fence	418 OCEAN AVE	SECURE FENCE AND RAIL LLC	04/20/2022	10/17/2022
PE22-0001	Electrical	611 CITRUS CT	American Fence of Brevard	04/07/2022	10/04/2022
PE22-0001	Electrical	521 ANDREWS DR	Peter J Grandinetti	04/27/2022	10/24/2022

Total Permits: 57

Public Works Activities

April 2022

Began Sunset median project

Ryckman Park remove area and redo it by bocci ball courts

Removed fence by golfcart parking put rock down

Made total of five new golf cart parking spots Ryckman

Landscaped location where new kiosk will be on Ocean (has been shipped)

New landscaping around Ryckman house and the signs/benches

Assisted install of shade sails in Ryckman

Installed "bikes must stop at stop signs" signs Ocean and Pine

Sodded area under oak trees by bocci courts

Made small wall along sidewalk by bocci courts

Trimmed landscaping Town Hall area

Mowed area by Exxon

Constructed new cover over city water incoming line Ryckman

Mowed back storage lot

Installed new gates into the back storage yard

Moved speed trailers

Planted plants Bicentennial park

New mulch entire playground area and other areas

Replaced photocell lights in Ryckman

Replaced switch on air cooler prep for Founder's day

Removed graffiti stall wall Ocean Park

Installed gate in fence railroad display by pier

Installed new GFI Ocean park

Replaced basketball nets

Repair door in PD

CODE ENFORCEMENT MONTHLY REPORT: April, 2022

NEW CASES FOR THE

MONTH Of April

<u>CASE NUMBER</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>CODE VIOLATION</u>	<u>DATE CLOSED</u>	<u>STATUS</u>
	4/12/2022	415 Ocean Avenue	Truck tires on property	4/12/2022	Rires removed before i
	4/12/2022	205 Birch Ave.	Tree Cuttings in street	4/19/2022	Removed
	4/1/2022	703 Hibiscus	Boat trailer in drive	4/22/2022	Put on side of nome
	4/24/2022	1901 Redwood Ave	Tree cuttings in street	4/24/2022	Moved
	4/24/2022	401 Ave B	signs on Right Away	4/28/2022	Removed
	4/24/2022	510 Banyan Way	Air B&B Not registered		Working on paperwork

OPEN/ACTIVE CASES FROM PRIOR MONTHS

<u>CASE NUMBER</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>VIOLATION</u>	<u>ACTION</u>
1021-CE-063	6/9/2021	409 Third Avenue	Yard overgrown	X Waiting on special Ma
	9/16/2021	400 Avenue B	Failed Short term ins.	X Waiting on reinsp. Cor
2022-CE-031	3/16/2022	505 First Avenue	Building a Pond, And M/H in Front	X Owner claims pond is l
2022-CE-033	3/20/2022	404 Colony Street	Boat in Drive Repeat	X boat in drive and POD

PRIOR CASES CLOSED IN April

2022-CE-027	3/10/2022	302 Orange Street	Two trailers parked on the lawn	4/10/2022	I 03/24/NOV sent 4/10
2022-CE-036	4/1/2022	703 Hibiscus Trail	Boat in Drive way	4/22/2022	Gate fixed boat moved
2022-CE-00	4/12/2022	415 Ocean Ave	tires in Yard	4/12/2022	Tires not observed Cas
ECE22-0004	4/12/2022	205 Birch Ave	Tree cuttings in street	4/19/2022	
ECE220011	<u>4/24/2022</u>	<u>1901 Redwood Ave</u>		<u>#####</u>	

NUMBER OF CASES OPEN THIS MONTH	6
NUMBER OF CASES CLOSED THIS MONTH	5
NUMBER OF CASES OPEN AND CLOSED SAME MONTH	5
TOTAL NUMBER OF CASES STILL OPEN	4

NUMBER OF CASES THAT WENT TO Hearing

0

PREPARED BY Robert Schaefer, CODE ENFORCEMENT OFFICER,



Melbourne Beach Police Department



	APR	MAR	FEB	JAN								YTD
Total Calls for Service	1049	957	937	940								3883
Total Felonies	10	8	5	5								28
Total Misdemeanors	16	13	3	7								39
Total Capias Requests	3	2	2	1								8
Total Traffic Arrests	1	3	0	0								4
Total Other Arrests	7	5	2	4								18
911 Investigation	19	23	17	14								73
Alarm Business	3	18	1	4								26
Alarm Residence	2	1	3	0								6
Aggravated Assault	0	0	0	1								1
Animal Complaint	1	5	7	10								23
AOA Fire	2	1	3	0								6
AOA LEO	20	27	19	22								88
Assist Citizen	6	11	9	5								31
Assist DCF	1	1	1	0								3
Assist Motorist	1	2	1	0								4
Attempt To Contact	5	1	3	5								14
Baker Act	1	1	1	1								4
Battery	1	2	2	0								5
Burglary - Residential	0	2	0	0								2
Burglary - Vehicle	2	1	0	1								4
Civil Matter	2	1	2	2								7
Crash	6	7	8	2								23
Criminal Mischief	2	1	2	0								5
Deceased Person	1	0	0	0								1
Disturbance	0	2	2	0								4
Disturbance Domestic	1	3	2	1								7
Disturbance Domestic Battery	2	1	0	1								4
Disturbance Noise	3	3	0	1								7
Fraud/Forgery	1	2	1	0								4
House Checks	71	41	66	92								270
Illegal Parking	41	47	68	39								195
Information	23	7	15	8								53
Injured/Ill Person	10	24	18	17								69



Melbourne Beach Police Department



	APR	MAR	FEB	JAN								YTD
Intoxicated Driver	1	0	0	1								2
Intoxicated Person	1	0	0	1								2
Investigation	4	2	1	2								9
Narcotics	1	0	1	0								2
Open Door	4	1	5	5								15
Parking Citations	50	71	79	50								250
Patrol Area	71	65	86	80								302
Patrol Area Business	311	179	170	169								829
Patrol Area Residential	326	244	226	320								1116
Patrol Area School	43	43	44	38								168
Property Confiscated	1	4	1	0								6
Property Found	4	3	3	0								10
Property Lost	0	0	1	0								1
Reckless Driving	4	5	6	6								21
Shooting in the Area	0	0	0	1								1
Soliciting	0	0	1	0								1
Special Detail	0	1	0	1								2
Special Response ATV	0	1	0	0								1
Standby-Keep the Peace	2	1	0	1								4
Suspicious Incident	7	8	8	7								30
Suspicious Person	12	16	9	3								40
Suspicious Vehicle	8	19	19	13								59
Theft	2	2	0	1								5
Traffic Citations	43	28	28	25								124
Traffic Complaint	1	4	1	2								8
Traffic Enforcement	89	92	105	83								369
Traffic Stop	103	97	110	102								412
Traffic Obstruction	0	1	0	0								1
Trespass	2	3	1	0								6
Vehicle Inspection	1	3	3	2								9
Vehicle Repo/Tow	0	1	0	0								1
Wanted Person	0	1	0	0								1



Melbourne Beach Police Department



Vehicle Mileage	APR	MAR	FEB	JAN								
Car 360	957	590	511	379								2437
Car 361	709	491	774	872								2846
Car 363	1195	1088	1047	885								4215
Car 364	107	77	94	86								364
Car 366	678	838	908	978								3402
Car 367	973	821	901	1354								4049
ATV 1	11	21	0	0								32
ATV 2	0	0	0	8								8



Melbourne Beach Police Department

Monthly Report

April 2022



Operations:

- In April 2022, The Department responded to 978 calls for service and 71 house checks.

Activity:

- 7 Arrests
- 3 Felony
- 4 Misdemeanor
- 1 Traffic (30 over limit)
- 3 Capias
- 43 Citations
- 103 Traffic Stops
- 89 Traffic Enforcement
- 1 Traffic Complaint
- 50 Parking Citations

Our radar trailers are currently not operational due to maintenance for a couple of weeks.

PD News

- Movies in the Park is scheduled for Friday, May 27, 2022, 8:30 pm. "Encanto."
- FDLE/CJIS Audit Completed
- PPO Leon Bennett completed his FTO Training

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

Please see the attachments:

- Sergeant's monthly reports

Stay Safe, Chief Melanie Griswold



MELBOURNE BEACH POLICE DEPARTMENT
Jason Hinchman
Sergeant

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



Monthly Report April 2022

- 04/02: Burglary/theft in the 500 block Third Avenue. A Capias was filed on the suspect.
- 04/03: Traffic crash at Atlantic Street and Fourth Avenue. (2) vehicles involved. No injuries reported on scene, minor damage, and both vehicles drove away from the scene.
- 04/09: Death investigation in the 2000 block of Oak Street. Melbourne Beach Police Department assisted Brevard County Sheriff's Office in the death investigation.
- 04/09: Drug arrest in the 2000 block of Oak Street. The female was arrested for possession of drugs.
- 04/10: Traffic crash at Atlantic Street and Surf Road. (2) vehicles involved. Vehicle/driver at fault was issued a citation. No injuries were reported on scene, minor damage, and the drivers removed both vehicles.
- 04/10: Traffic crash/DUI Ocean Avenue and Atlantic Street. (1) vehicle involved, the vehicle had major damage and the male subject was arrested for DUI. Minor injuries on scene refused medical.
- 04/17: Traffic crash on Ocean Avenue and Oak Street. (2) vehicles involved. Citation issued to the driver at fault. No injuries reported on scene, minor damage and the drivers removed both vehicles.
- 04/17: Theft in the 900 block of Oak Street. The male subject was arrested for theft of stealing gas.
- 04/18: Baker act in the 500 block of Colony Street. The subject was taken to the proper location for treatment.
- 04/20: Trespass/theft 300 block Sunset Blvd. The victim of theft signed a decline to prosecute.
- 04/25: Battery in the 300 block of Ocean Avenue. (2) male subjects were in a physical fight at a local business. The victim signed a decline to prosecute on scene.

- 04/26: Burglary to a vehicle at Fifth Avenue beach access. Several items were taken from the vehicle. This case is still under investigation.
- 04/26: Traffic crash in the 1000 block of Atlantic Street. The female subject struck an individual with the vehicle. The female driver left the area, victim refused medical. This case is still under investigation.
- 04/28: Criminal mischief in the 500 block of Ocean Avenue. The case is still under investigation.



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 April 2022

4/5- Theft of a bicycle in the 400 block of Second Avenue.

4/6- Fraud in the 400 block of Riverview Lane.

4/7- Criminal mischief in the 100 block of Ocean Avenue.

4/7- Assisted the Brevard County Sheriff's Office in the 3100 block of South Highway A1A with a criminal mischief case. Unknown suspect(s) threw rocks into traffic.

4/8- DUI Crash in the area of Ocean Avenue and Orange Street. No injuries or major damage to vehicles.

4/13- Crash Hit and Run in the area of Sixth Avenue and Pine Street. No injuries or major damage.

4/14- Assisted the Melbourne Beach Volunteer Fire Department with a kitchen fire in the 1000 block of Atlantic Street. Fire was minor and caused no damage.

4/14- Verbal domestic in the area of Harland Avenue and Riverside Drive.

4/15- Domestic battery in the 800 block of Pine Street. Arrest made for battery > age 65.

4/16- Vehicle burglary in the area of Avenue A and Atlantic Street.

4/16- Trespass warning issued to a male in the 500 block of Ocean Avenue.

4/21- Domestic battery in the 1800 block of Atlantic Street. Arrest was made for battery.



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

FIRE DEPARTMENT MONTHLY REPORT

April 2022

Incident Response

For the month of April 2022, the Melbourne Beach Volunteer Fire Department responded to 23 calls for service. The average number of responding volunteer personnel per paged out call for the month was 11.

Breakdown:

- 7 Fire/Rescue 911 Calls (paged out)
- 1 Public Service/Assists
- 11 Commercial Fire Inspections
- 2 Assist Other Agency (IFD & MBPW)
- 2 First Responder EMS Incidents

Notable Incidents

- 04/10/2022 – Single vehicle rollover accident at Ocean Park. 1 Pt. evaluated by BCFR & refused treatment/transport.
- 04/14/2022 – Grease fire at Sand on the Beach Restaurant. Fire extinguished by cooks, no active fire upon arrival. Checked for extension/hot spots, no structural damage noted. Property turned back over to on site manager.
- 4/29/2022 – Drowning at Sebastian Inlet. Marine Rescue Team called to assist multi-agency search for victim overboard in the water. M-58 launched and assisted with search. Deceased victim located by law enforcement vessel.

Department Membership

- Certified Firefighters: 23
- Support Services Personnel: 3
- Administrative Personnel: 1
- Probationary Personnel: 5

Notable Events

The Fire Department supported Gemini Elementary Schools 2nd Grade Field Trip to the Fire Station/Town Hall/ Police Department.

3 Melbourne Beach volunteers have completed their 191 hour State approved volunteer firefighter training course and have been issued their State of Florida Volunteer Firefighters certification. Congratulations on this accomplishment to Michael Dean, Sam Cox, and Jason Hanson.

Chief Brown and Chief Micka, along with Melbourne Beach Public Works, engineered and installed 3 sunshades in Ryckman Park. Positive feedback was received at Founders Day about the additional shade provided in the park.

The Volunteer Firefighters Association participated in the Town's Easter in the Park event by holding a pancake breakfast fundraiser to support the Volunteer Fire Department. A total of \$1,105 was raised and will be donated to the Fire Department.

Chief Brown attended the Space Coast Fire Chiefs 5 Bugle Meeting, Brevard County Emergency Management 800Mhz Users Meeting, Beachside Fire Chiefs Meeting, and multiple internal Founders Day event planning meetings.

Grant Updates

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

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

The Fire Department in partnership with the other beachside municipal fire agencies continue to investigate available grant opportunities for possible construction of a shared public safety training center.

Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 5/12/2022 8:35:12 PM



Incident Address and Type for Date Range (Landscape)

Incident Status(s): All Incident Statuses | Start Date: 04/01/2022 | End Date: 04/30/2022

INCIDENT #	DATE	LOCATION TYPE	ADDRESS	INCIDENT TYPE	ALARM	CLEARED SCENE
2022-39	04/03/2022		222 3rd AVE , Melbourne Beach, FL, 32951	Alarm system sounded due to malfunction	04/03/2022 20:00	04/03/2022 20:32
2022-40	04/04/2022		2100 Oak ST , Melbourne Beach, FL, 32951	Public service	04/04/2022 08:50	04/04/2022 09:27
2022-41	04/04/2022		308 Orange ST , Melbourne Beach, FL, 32951	Special type of incident, other	04/04/2022 12:41	04/04/2022 12:51
2022-42	04/05/2022		Sunset BLVD / Atlantic St, Melbourne Beach, FL, 32951	Medical assist, assist EMS crew	04/05/2022 14:47	04/05/2022 16:53
2022-43	04/06/2022		416 Ocean AVE , Melbourne Beach, FL, 32951	Special type of incident, other	04/06/2022 11:43	04/06/2022 11:54
2022-44	04/06/2022		321 Ocean AVE , Melbourne Beach, FL, 32951	Special type of incident, other	04/06/2022 11:54	04/06/2022 13:35
2022-45	04/06/2022		401 Ocean AVE , Melbourne Beach, FL, 32951	Special type of incident, other	04/06/2022 13:35	04/06/2022 13:57
2022-46	04/06/2022		413 Ocean AVE , Melbourne Beach, FL, 32951	Special type of incident, other	04/06/2022 14:09	04/06/2022 14:34
2022-47	04/06/2022		308 Orange ST , Melbourne Beach, FL, 32951	Special type of incident, other	04/06/2022 15:37	04/06/2022 15:40
2022-48	04/06/2022		408 Ocean AVE , Melbourne Beach, FL, 32951	Medical assist, assist EMS crew	04/06/2022 16:21	04/06/2022 16:30
2022-49	04/10/2022		190 Ocean AVE , Melbourne Beach, FL, 32951	Motor vehicle accident with injuries	04/10/2022 01:27	04/10/2022 02:40
2022-50	04/13/2022		315 Ocean AVE , Melbourne Beach, FL, 32951	Special type of incident, other	04/13/2022 12:04	04/13/2022 12:27
2022-51	04/14/2022		1005 Atlantic ST , Melbourne Beach, FL, 32951	Cooking fire, confined to container	04/14/2022 18:42	04/14/2022 19:08
2022-52	04/16/2022		904 Oak ST , Melbourne Beach, FL, 32951	Gasoline or other flammable liquid spill	04/16/2022 10:34	04/16/2022 11:09
2022-53	04/16/2022	Intersection	Fifth Ave / Riverside Dr, Indialantic, FL, 32903	Motor vehicle accident with injuries	04/16/2022 12:49	04/16/2022 13:11
2022-54	04/16/2022		2207 Atlantic ST , Melbourne Beach, FL, 32951	Removal of victim(s) from stalled elevator	04/16/2022 18:29	04/16/2022 19:09
2022-55	04/20/2022		512 Ocean AVE , Melbourne Beach, FL, 32951	Special type of incident, other	04/20/2022 11:48	04/20/2022 11:58
2022-56	04/20/2022		518 Ocean AVE , Melbourne Beach, FL, 32951	Special type of incident, other	04/20/2022 12:13	04/20/2022 12:22
2022-57	04/20/2022		1005 Atlantic , Melbourne Beach, FL, 329513295	Special type of incident, other	04/20/2022 12:22	04/20/2022 12:46
2022-58	04/23/2022		9700 S Hwy A1A , Melbourne Beach, FL, 32951	Dispatched & cancelled en route	04/23/2022 19:30	04/23/2022 19:33
2022-59	04/24/2022		2360 Rocky Point RD , Malabar, FL, 32950	Watercraft rescue	04/24/2022 20:51	04/24/2022 21:15
2022-60	04/26/2022		304 4th AVE , Melbourne Beach, FL, 32951	Special type of incident, other	04/26/2022 12:48	04/26/2022 13:09
2022-61	04/29/2022		9722 S Hwy A1A , Melbourne Beach, FL, 32951	Search for person in water	04/29/2022 20:19	04/29/2022 22:47

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



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Doc Id: 1251

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Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 5/12/2022 8:36:22 PM



Personnel Count per Incident for Date Range

Start Date: 04/01/2022 | End Date: 04/30/2022

INCIDENT				NUMBER OF PEOPLE		
NUMBER	DATE	INCIDENT TYPE	FDID	ON APPARATUS	NOT ON APPARATUS	TOTAL
** 2022-39	4/3/2022 20:00:10	735 - Alarm system sounded due to malfunction	19112	8	3	11
2022-40	4/4/2022 08:50:42	553 - Public service	19112	1	0	1
2022-41	4/4/2022 12:41:10	900 - Special type of incident, other	19112	1	0	1
2022-42	4/5/2022 14:47:10	311 - Medical assist, assist EMS crew	19112	1	0	1
2022-43	4/6/2022 11:43:26	900 - Special type of incident, other	19112	1	0	1
2022-44	4/6/2022 11:54:24	900 - Special type of incident, other	19112	2	0	2
2022-45	4/6/2022 13:35:58	900 - Special type of incident, other	19112	2	0	2
2022-46	4/6/2022 14:09:01	900 - Special type of incident, other	19112	2	0	2
2022-47	4/6/2022 15:37:46	900 - Special type of incident, other	19112	1	0	1
2022-48	4/6/2022 16:21:31	311 - Medical assist, assist EMS crew	19112	2	0	2
** 2022-49	4/10/2022 01:27:04	322 - Motor vehicle accident with injuries	19112	7	0	7
2022-50	4/13/2022 12:04:53	900 - Special type of incident, other	19112	2	0	2
** 2022-51	4/14/2022 18:42:33	113 - Cooking fire, confined to container	19112	7	5	12
2022-52	4/16/2022 10:34:04	411 - Gasoline or other flammable liquid spill	19112	2	0	2
2022-53	4/16/2022 12:49:41	322 - Motor vehicle accident with injuries	19112	2	0	2
** 2022-54	4/16/2022 18:29:26	353 - Removal of victim(s) from stalled elevator	19112	5	6	11
2022-55	4/20/2022 11:48:32	900 - Special type of incident, other	19112	1	0	1
2022-56	4/20/2022 12:13:43	900 - Special type of incident, other	19112	1	1	2
2022-57	4/20/2022 12:22:09	900 - Special type of incident, other	19112	1	1	2
** 2022-58	4/23/2022 19:30:41	611 - Dispatched & cancelled en route	19112	1	11	12
** 2022-59	4/24/2022 20:51:47	365 - Watercraft rescue	19112	8	4	12
2022-60	4/26/2022 12:48:26	900 - Special type of incident, other	19112	2	0	2
** 2022-61	4/29/2022 20:19:59	342 - Search for person in water	19112	8	1	9

TOTAL # OF INCIDENTS: 23

AVERAGES:

3.0

1.4

4.3

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

6.3

4.3

10.6

Only REVIEWED incidents included



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Memo

To: Mayor, Vice Mayor and Commissioners
From: Jennifer Kerr, Finance Manager
Date: May 12, 2022
Re: April 2022

We are in the seventh month of our fiscal year 2022. The target expenditure rate for April is 58.3%. All departments are managing their expenditures even though several lines are over the targeted expenditure rate. There are budget items over the target rate but within the anticipated spending of that budget line. There are budget items over the target rate that are being monitored for spending within that budget line. There are items that 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 60.3%. The Departmental expenditure rate breakdown is as follows:

Legislative:	55.4%
Executive:	46.2%
Finance:	64.9%
Legal:	43.4%
Comp & Plan:	33.4%
General Services:	55.3%
Law Enforcement:	56.3%
Fire:	56.1%
Code:	58.2%
Public Works:	60.3%
Parks:	51.6%

Discussion Items:

The Town received \$18,894.57 in Parking Revenue for April. The breakdown is as follows:

Ocean Park: \$10,320.84

Ryckman Park: \$ 8,573.73

Worked in house with Mary Reardon from BS&A the first two weeks of April training on the new software.

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH

Balance As of 04/30/2022

GL Number	Description	ORIGINAL BUDGET	21-22 Amended Budget	YEAR TO DATE BALANCE	Encumbrance 04/30/2022	Available Balance 04/30/2022	% Bdgt Used
Fund: 001 GENERAL FUND							
Account Category: Revenues							
Department: 00							
001-00-311.00.00	AD VALOREM TAXES	2,188,884.00	2,188,884.00	2,131,254.65	0.00	57,629.35	97.37
001-00-312.41.00	LOCAL OPTION COUNTY GAS TAX	66,200.00	66,200.00	46,988.90	0.00	19,211.10	70.98
001-00-314.10.00	UTILITY SERVICES TAX FPL	269,000.00	269,000.00	124,226.15	0.00	144,773.85	46.18
001-00-314.30.00	UTILITY SERVICES TAX WATER	58,000.00	58,000.00	30,724.86	0.00	27,275.14	52.97
001-00-314.40.10	UTILTIY GAS TAX AMERIGAS	8,000.00	8,000.00	4,508.98	0.00	3,491.02	56.36
001-00-314.40.20	UTILITY GAS TAX SUBURBAN	1,100.00	1,100.00	447.17	0.00	652.83	40.65
001-00-314.40.30	UTILTIY GAS TAX FERRELL	2,100.00	2,100.00	1,888.09	0.00	211.91	89.91
001-00-314.40.40	UTILITY GAS TAX SAM'S GAS	0.00	0.00	105.76	0.00	(105.76)	100.00
001-00-315.00.00	COMMUNICATIONS SERVICE TAX	130,000.00	130,000.00	56,839.71	0.00	73,160.29	43.72
001-00-316.00.00	OCCP. LIC	6,300.00	6,300.00	11,214.62	0.00	(4,914.62)	178.01
001-00-323.10.00	FRANCHISE FEES FPL	192,000.00	192,000.00	75,084.72	0.00	116,915.28	39.11
001-00-323.70.00	FRANCHISE FEES SOLID WASTE	39,000.00	39,000.00	19,917.50	0.00	19,082.50	51.07
001-00-323.70.10	SOLID WASTE COMMERCIAL	12,000.00	12,000.00	6,928.62	0.00	5,071.38	57.74
001-00-329.14.00	INTEREST AND DIVIDENDS	0.00	0.00	32.30	0.00	(32.30)	100.00
001-00-329.20.00	BONFIRE PERMIT	0.00	0.00	300.00	0.00	(300.00)	100.00
001-00-334.20.10	CARES ACT PD	0.00	0.00	36,681.90	0.00	(36,681.90)	100.00
001-00-334.40.00	FMIT SAFETY GRANT	5,000.00	5,000.00	2,337.00	0.00	2,663.00	46.74
001-00-335.12.00	STATE REVENUE SHARING PROCEEDS	55,000.00	55,000.00	50,954.78	0.00	4,045.22	92.65
001-00-335.15.00	ALCOHOLIC BEVERAGE LICENSES	4,100.00	4,100.00	0.00	0.00	4,100.00	0.00
001-00-335.18.00	HALF CENT SALES TAX LOCAL GOV	184,000.00	184,000.00	90,965.80	0.00	93,034.20	49.44
001-00-342.20.00	SAFETY INSPECT FEE VAC RENTAL	850.00	850.00	595.00	0.00	255.00	70.00
001-00-342.20.10	SAFETY RENEWAL-VAC RENTALS	850.00	850.00	25.00	0.00	825.00	2.94
001-00-345.10.00	VAC RENTAL APP FEE-INITIAL	5,000.00	5,000.00	3,585.00	0.00	1,415.00	71.70
001-00-345.10.10	VAC RENEWAL FEE - RENTALS	5,000.00	5,000.00	350.00	0.00	4,650.00	7.00
001-00-361.10.00	INTEREST ON INVESTMENTS	1,275.00	1,275.00	1,326.81	0.00	(51.81)	104.06
001-00-366.21.00	DONATIONS	100.00	100.00	0.00	0.00	100.00	0.00
001-00-369.00.00	MISCELLANEOUS REVENUE	500.00	500.00	1,793.64	0.00	(1,293.64)	358.73
001-00-369.00.49	INSURANCE RECOVERY	0.00	0.00	317.64	0.00	(317.64)	100.00
Total Dept 00		3,234,259.00	3,234,259.00	2,699,394.60	0.00	534,864.40	83.46
Department: 13 FINANCE							
001-13-369.00.00	MISCELLANEOUS REVENUE	0.00	0.00	35.00	0.00	(35.00)	100.00
Total Dept 13 - FINANCE		0.00	0.00	35.00	0.00	(35.00)	100.00
Department: 21 LAW ENFORCEMENT							
001-21-312.52.00	INSURANCE PREMIUM TAX	40,536.00	40,536.00	0.00	0.00	40,536.00	0.00
001-21-337.20.00	SCHOOL RESOURCE OFFICER	57,000.00	57,000.00	46,500.00	0.00	10,500.00	81.58
001-21-337.25.01	STATE LE COMPUTER GRANT	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
001-21-347.90.01	SPECIAL EVENTS	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
001-21-351.00.00	FINES - LAW ENFORCEMENT	8,000.00	8,000.00	4,652.46	0.00	3,347.54	58.16
001-21-351.13.00	PARKING TICKETS	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00
001-21-351.13.10	ACCIDENT REPORT	100.00	100.00	90.50	0.00	9.50	90.50
001-21-369.00.00	MISCELLANEOUS REVENUE	0.00	0.00	52.00	0.00	(52.00)	100.00
Total Dept 21 - LAW ENFORCEMENT		116,136.00	116,136.00	51,294.96	0.00	64,841.04	44.17
Department: 22 FIRE CONTROL							
001-22-322.30.00	FIRE PROTECTIVE SERVICES	4,500.00	4,500.00	2,250.00	0.00	2,250.00	50.00
001-22-369.00.00	MISCELLANEOUS REVENUE	0.00	0.00	600.00	0.00	(600.00)	100.00
001-22-369.55.10	SHARED TRAINING	0.00	0.00	1,608.00	0.00	(1,608.00)	100.00

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH

Balance As of 04/30/2022

GL Number	Description	ORIGINAL BUDGET	21-22 Amended Budget	YEAR TO DATE BALANCE	Encumbrance 04/30/2022	Available Balance 04/30/2022	% Bdgt Used
Fund: 001 GENERAL FUND							
Account Category: Revenues							
Department: 22 FIRE CONTROL							
	Total Dept 22 - FIRE CONTROL	4,500.00	4,500.00	4,458.00	0.00	42.00	99.07
Department: 29 CODE ENFORCEMENT							
001-29-359.00.00	OTHER FINES AND FORFEITURES	1,000.00	1,000.00	325.00	0.00	675.00	32.50
	Total Dept 29 - CODE ENFORCEMENT	1,000.00	1,000.00	325.00	0.00	675.00	32.50
Department: 41 PUBLIC WORKS							
001-41-369.00.00	MISCELLANEOUS REVENUE	0.00	0.00	500.00	0.00	(500.00)	100.00
	Total Dept 41 - PUBLIC WORKS	0.00	0.00	500.00	0.00	(500.00)	100.00
Department: 72 PARKS & RECREATION							
001-72-347.41.00	FOUNDER'S DAY	8,000.00	8,000.00	5,680.00	0.00	2,320.00	71.00
001-72-347.50.00	FACILITY RENTALS	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00
001-72-366.47.03	COMMUNITY CENTER DONATIONS	0.00	0.00	150.00	0.00	(150.00)	100.00
	Total Dept 72 - PARKS & RECREATION	21,000.00	21,000.00	5,830.00	0.00	15,170.00	27.76
Department: 75 TOWN PARKS							
001-75-342.10.00	PARKING TICKET REVENUE	3,000.00	3,000.00	6,100.00	0.00	(3,100.00)	203.33
001-75-344.50.00	PARKING METER REVENUE	37,008.00	37,008.00	47,051.31	0.00	(10,043.31)	127.14
001-75-344.50.10	PARK PASS REVENUE	0.00	0.00	1,550.00	0.00	(1,550.00)	100.00
001-75-347.50.00	FACILITY RENTALS	0.00	0.00	3,605.80	0.00	(3,605.80)	100.00
	Total Dept 75 - TOWN PARKS	40,008.00	40,008.00	58,307.11	0.00	(18,299.11)	145.74
	Revenues	3,416,903.00	3,416,903.00	2,820,144.67	0.00	596,758.33	82.54

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH

Balance As of 04/30/2022

GL Number	Description	ORIGINAL BUDGET	21-22 Amended Budget	YEAR TO DATE BALANCE	Encumbrance 04/30/2022	Available Balance 04/30/2022	% Bdg't Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 00							
001-00-581.00.00	TRANSFER OUT	0.00	0.00	146,500.00	0.00	(146,500.00)	100.00
Total Dept 00		0.00	0.00	146,500.00	0.00	(146,500.00)	100.00
Department: 11 LEGISLATIVE							
001-11-500.11.00	EXECUTIVE SALARIES	16,200.00	16,200.00	9,449.93	0.00	6,750.07	58.33
001-11-500.12.00	REGULAR SALARIES	60,705.00	60,705.00	37,586.32	0.00	23,118.68	61.92
001-11-500.21.00	FICA TAXES - EMPLOYER PORTION	4,644.00	4,644.00	3,565.49	0.00	1,078.51	76.78
001-11-500.22.20	RETIREMENT TOWN EMPLOYEES	6,568.00	6,568.00	3,958.67	0.00	2,609.33	60.27
001-11-500.23.01	HEALTH INSURANCE	8,568.00	8,568.00	6,423.84	0.00	2,144.16	74.97
001-11-500.23.02	LIFE INSURANCE	70.00	70.00	45.04	0.00	24.96	64.34
001-11-500.25.00	UNEMPLOYMENT COMPENSATION	194.00	194.00	56.99	0.00	137.01	29.38
001-11-510.31.00	PROFESSIONAL SERVICES	250.00	250.00	0.00	0.00	250.00	0.00
001-11-510.40.00	TRAVEL & MEETINGS	3,640.00	3,640.00	353.75	0.00	3,286.25	9.72
001-11-510.40.10	TRAVEL & MEETINGS - STAFF	2,788.00	2,788.00	0.00	0.00	2,788.00	0.00
001-11-510.47.00	PRINTING	5,015.00	5,015.00	1,570.19	0.00	3,444.81	31.31
001-11-510.47.20	PUBLIC RECORDS PRINTING	0.00	0.00	34.65	0.00	(34.65)	100.00
001-11-510.48.00	PROMOTIONAL ACTIVITIES	600.00	600.00	470.64	0.00	129.36	78.44
001-11-510.48.40	LEGAL NOTICES	10,000.00	10,000.00	3,626.51	0.00	6,373.49	36.27
001-11-510.49.50	ELECTION EXPENSE	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
001-11-510.54.00	DUES & SUBSCRIPTIONS	875.00	875.00	510.00	0.00	365.00	58.29
001-11-510.54.10	TRAINING & SCHOOLS	4,410.00	4,410.00	0.00	0.00	4,410.00	0.00
001-11-510.64.00	MACHINERY & EQUIPMENT	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
001-11-543.00.00	LICENSES & FEES	7,421.00	7,421.00	6,586.39	0.00	834.61	88.75
Total Dept 11 - LEGISLATIVE		136,448.00	136,448.00	74,238.41	0.00	62,209.59	54.41
Department: 12 EXECUTIVE							
001-12-500.12.00	REGULAR SALARIES	121,960.00	121,960.00	58,414.52	0.00	63,545.48	47.90
001-12-500.21.00	FICA TAXES - EMPLOYER PORTION	9,330.00	9,330.00	5,044.12	0.00	4,285.88	54.06
001-12-500.22.01	RETIREMENT - ICMA	10,820.00	10,820.00	6,170.62	0.00	4,649.38	57.03
001-12-500.22.20	RETIREMENT TOWN EMPLOYEES	2,376.00	2,376.00	0.00	0.00	2,376.00	0.00
001-12-500.23.01	HEALTH INSURANCE	25,697.00	25,697.00	9,046.98	0.00	16,650.02	35.21
001-12-500.23.02	LIFE INSURANCE	735.00	735.00	454.00	0.00	281.00	61.77
001-12-500.25.00	UNEMPLOYMENT COMPENSATION	390.00	390.00	83.15	0.00	306.85	21.32
001-12-510.40.00	TRAVEL & MEETINGS	1,320.00	1,320.00	386.14	0.00	933.86	29.25
001-12-510.52.50	GAS & OIL	2,400.00	2,400.00	1,400.00	0.00	1,000.00	58.33
001-12-510.54.00	DUES & SUBSCRIPTIONS	895.00	895.00	546.00	0.00	349.00	61.01
001-12-510.54.10	TRAINING & SCHOOLS	450.00	450.00	0.00	0.00	450.00	0.00
Total Dept 12 - EXECUTIVE		176,373.00	176,373.00	81,545.53	0.00	94,827.47	46.23
Department: 13 FINANCE							
001-13-500.12.00	REGULAR SALARIES	61,234.00	61,234.00	35,347.36	0.00	25,886.64	57.73
001-13-500.21.00	FICA TAXES - EMPLOYER PORTION	4,684.00	4,684.00	2,622.39	0.00	2,061.61	55.99
001-13-500.22.20	RETIREMENT TOWN EMPLOYEES	6,626.00	6,626.00	3,716.41	0.00	2,909.59	56.09
001-13-500.23.01	HEALTH INSURANCE	7,835.00	7,835.00	5,870.61	0.00	1,964.39	74.93
001-13-500.23.02	LIFE INSURANCE	70.00	70.00	45.04	0.00	24.96	64.34
001-13-500.25.00	UNEMPLOYMENT COMPENSATION	196.00	196.00	50.75	0.00	145.25	25.89
001-13-510.31.00	PROFESSIONAL SERVICES	7,000.00	7,000.00	5,633.53	0.00	1,366.47	80.48
001-13-510.32.00	AUDITING SERVICES	23,000.00	23,000.00	20,250.00	0.00	2,750.00	88.04
001-13-510.32.90	BANKING FEES	4,700.00	4,700.00	3,942.38	0.00	757.62	83.88

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH

Balance As of 04/30/2022

GL Number	Description	ORIGINAL BUDGET	21-22 Amended Budget	YEAR TO DATE BALANCE	Encumbrance 04/30/2022	Available Balance 04/30/2022	% Bdg Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 13 FINANCE							
001-13-510.32.95	IPS BANKING FEE	3,708.00	3,708.00	659.72	0.00	3,048.28	17.79
001-13-510.40.00	TRAVEL & MEETINGS	2,100.00	2,100.00	142.76	0.00	1,957.24	6.80
001-13-510.41.15	IPS COMMUNICATION FEE	660.00	660.00	985.15	150.08	(475.23)	149.27
001-13-510.47.00	PRINTING	180.00	180.00	130.98	0.00	49.02	72.77
001-13-510.54.00	DUES & SUBSCRIPTIONS	60.00	60.00	0.00	0.00	60.00	0.00
001-13-510.54.10	TRAINING & SCHOOLS	800.00	800.00	455.00	0.00	345.00	56.88
001-13-764.10.00	Filing Fee Clerk-Parking Ticke	150.00	150.00	0.00	0.00	150.00	0.00
Total Dept 13 - FINANCE		123,003.00	123,003.00	79,852.08	150.08	43,000.84	64.92
Department: 14 LEGAL COUNSEL							
001-14-510.31.00	PROFESSIONAL SERVICES	96,000.00	96,000.00	39,080.80	0.00	56,919.20	40.71
001-14-510.31.01	CODE ENFORCEMENT ATTORNEY	2,250.00	2,250.00	3,576.49	0.00	(1,326.49)	158.96
Total Dept 14 - LEGAL COUNSEL		98,250.00	98,250.00	42,657.29	0.00	55,592.71	43.42
Department: 15 COMPREHENSIVE PLANNING							
001-15-510.31.00	PROFESSIONAL SERVICES	20,000.00	20,000.00	6,687.50	0.00	13,312.50	33.44
Total Dept 15 - COMPREHENSIVE PLANNING		20,000.00	20,000.00	6,687.50	0.00	13,312.50	33.44
Department: 19 GENERAL SERVICES							
001-19-500.24.00	WORKERS COMPENSATION	2,520.00	2,520.00	2,520.00	0.00	0.00	100.00
001-19-510.31.00	PROFESSIONAL SERVICES	4,020.00	4,020.00	2,110.00	0.00	1,910.00	52.49
001-19-510.31.11	SECURITY	2,300.00	2,300.00	0.00	0.00	2,300.00	0.00
001-19-510.34.10	JANITORIAL SERVICES	15,108.00	15,108.00	8,813.00	0.00	6,295.00	58.33
001-19-510.35.00	PRE-EMPLOYMENT EXP	135.00	135.00	310.99	0.00	(175.99)	230.36
001-19-510.41.00	TELEPHONE	10,992.00	10,992.00	7,356.13	0.00	3,635.87	66.92
001-19-510.41.10	COMMUNICATION SERVICES	43,608.00	43,608.00	29,118.38	0.00	14,489.62	66.77
001-19-510.43.00	STREET LIGHTS	46,000.00	46,000.00	23,185.82	0.00	22,814.18	50.40
001-19-510.43.10	ELECTRICITY	28,704.00	28,704.00	12,855.22	0.00	15,848.78	44.79
001-19-510.43.20	WATER & SEWER	1,560.00	1,560.00	2,129.36	0.00	(569.36)	136.50
001-19-510.43.50	WASTE TAX SERVICE	2,807.00	2,807.00	2,185.75	0.00	621.25	77.87
001-19-510.45.00	GENERAL LIABILITY INSURANCE	68,412.00	68,412.00	54,705.00	0.00	13,707.00	79.96
001-19-510.45.01	FLOOD INSURANCE	3,751.00	3,751.00	0.00	0.00	3,751.00	0.00
001-19-510.45.02	PROPERTY INSURANCE	50,920.00	50,920.00	44,225.25	0.00	6,694.75	86.85
001-19-510.45.03	AUTO INSURANCE	7,788.00	7,788.00	5,644.50	0.00	2,143.50	72.48
001-19-510.46.10	OFFICE EQUIPMENT MAINTENANCE	4,232.00	4,232.00	2,591.35	0.00	1,640.65	61.23
001-19-510.46.15	EQUIPMENT MAINTENANCE	14,500.00	14,500.00	930.00	0.00	13,570.00	6.41
001-19-510.46.36	PEST CONTROL	3,000.00	3,000.00	1,649.06	0.00	1,350.94	54.97
001-19-510.46.41	MOWING CONTRACT	22,410.00	22,410.00	14,388.00	0.00	8,022.00	64.20
001-19-510.47.00	PRINTING	600.00	600.00	481.63	0.00	118.37	80.27
001-19-510.49.48	ENV. BOARDS EXPENSE	3,420.00	3,420.00	3,145.74	0.00	274.26	91.98
001-19-510.49.98	CONTINGENCY	30,000.00	9,756.97	0.00	0.00	9,756.97	0.00
001-19-510.49.99	MISCELLANEOUS	300.00	300.00	374.65	0.00	(74.65)	124.88
001-19-510.51.00	OFFICE SUPPLIES	9,000.00	9,000.00	6,301.54	0.00	2,698.46	70.02
001-19-510.51.10	POSTAGE	1,200.00	1,200.00	867.85	0.00	332.15	72.32
001-19-510.52.10	JANITORIAL SUPPLIES	3,000.00	3,000.00	2,379.01	0.00	620.99	79.30
001-19-510.54.00	DUES & SUBSCRIPTIONS	320.00	320.00	322.03	0.00	(2.03)	100.63
001-19-510.64.01	CAPITAL OUTLAY	174,261.00	181,066.83	72,551.33	0.00	108,515.50	40.07
001-19-543.00.00	LICENSES & FEES	17,521.00	17,521.00	8,160.10	0.00	9,360.90	46.57
Total Dept 19 - GENERAL SERVICES		572,389.00	558,951.80	309,301.69	0.00	249,650.11	55.34

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH

Balance As of 04/30/2022

GL Number	Description	ORIGINAL BUDGET	21-22 Amended Budget	YEAR TO DATE BALANCE	Encumbrance 04/30/2022	Available Balance 04/30/2022	% Bdgt Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 21 LAW ENFORCEMENT							
001-21-500.12.00	REGULAR SALARIES	570,664.00	632,664.00	359,739.18	0.00	272,924.82	56.86
001-21-500.12.50	HOLIDAY PAY	19,000.00	19,000.00	19,981.04	0.00	(981.04)	105.16
001-21-500.14.00	SALARIES OVERTIME	30,300.00	30,300.00	9,146.30	0.00	21,153.70	30.19
001-21-500.14.16	HURRICANE PAY	17,950.00	17,950.00	0.00	0.00	17,950.00	0.00
001-21-500.15.00	EDUCATION INCENTIVE PAY	6,600.00	6,600.00	4,661.43	0.00	1,938.57	70.63
001-21-500.15.01	FIRST RESPONDER	7,920.00	7,920.00	3,931.43	0.00	3,988.57	49.64
001-21-500.21.00	FICA TAXES - EMPLOYER PORTION	50,856.00	50,856.00	29,406.74	0.00	21,449.26	57.82
001-21-500.22.02	POLICE PENSION	232,807.00	232,807.00	107,000.00	0.00	125,807.00	45.96
001-21-500.22.20	RETIREMENT TOWN EMPLOYEES	3,813.00	3,813.00	2,138.88	0.00	1,674.12	56.09
001-21-500.23.01	HEALTH INSURANCE	83,152.00	83,152.00	65,418.55	0.00	17,733.45	78.67
001-21-500.23.02	LIFE INSURANCE	2,500.00	2,500.00	1,681.01	0.00	818.99	67.24
001-21-500.23.10	STATUTORY AD&D	1,000.00	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	12,611.00	0.00	1,827.00	87.35
001-21-500.25.00	UNEMPLOYMENT COMPENSATION	2,127.00	2,127.00	562.07	0.00	1,564.93	26.43
001-21-520.31.00	PROFESSIONAL SERVICES	725.00	725.00	350.00	0.00	375.00	48.28
001-21-520.34.40	DISPATCHING SERVICES	17,785.00	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	875.39	0.00	1,364.61	39.08
001-21-520.41.10	COMMUNICATION SERVICES	4,488.00	4,488.00	1,359.30	0.00	3,128.70	30.29
001-21-520.46.10	OFFICE EQUIPMENT MAINTENANCE	5,500.00	5,500.00	815.84	0.00	4,684.16	14.83
001-21-520.46.15	EQUIPMENT MAINTENANCE	2,000.00	2,000.00	124.91	0.00	1,875.09	6.25
001-21-520.46.16	RADAR CALIBRATION	700.00	700.00	325.00	0.00	375.00	46.43
001-21-520.46.20	VEHICLE MAINTENANCE	12,000.00	12,000.00	10,378.25	0.00	1,621.75	86.49
001-21-520.48.00	PROMOTIONAL ACTIVITIES	1,200.00	1,200.00	1,732.07	0.00	(532.07)	144.34
001-21-520.48.50	CRIME PREVENTION	1,100.00	1,100.00	758.11	0.00	341.89	68.92
001-21-520.49.99	MISCELLANEOUS	100.00	100.00	246.99	0.00	(146.99)	246.99
001-21-520.51.10	POSTAGE	350.00	350.00	0.00	0.00	350.00	0.00
001-21-520.52.00	UNIFORMS	6,600.00	6,600.00	3,162.06	0.00	3,437.94	47.91
001-21-520.52.05	PROTECTIVE GEAR	8,328.00	8,328.00	1,333.50	0.00	6,994.50	16.01
001-21-520.52.50	GAS & OIL	13,000.00	13,000.00	9,546.39	0.00	3,453.61	73.43
001-21-520.52.70	MEDICAL	600.00	600.00	12.99	1,368.30	(781.29)	2.17
001-21-520.52.90	OPERATING SUPPLIES	3,720.00	3,720.00	1,308.69	0.00	2,411.31	35.18
001-21-520.54.00	DUES & SUBSCRIPTIONS	1,955.00	1,955.00	742.83	0.00	1,212.17	38.00
001-21-520.54.10	TRAINING & SCHOOLS	5,400.00	5,400.00	2,857.00	0.00	2,543.00	52.91
001-21-520.64.01	Capital Outlay	58,795.00	58,795.00	34,214.08	0.00	24,580.92	58.19
001-21-543.00.00	LICENSES & FEES	14,738.00	14,738.00	8,208.17	0.00	6,529.83	55.69
Total Dept 21 - LAW ENFORCEMENT		1,204,451.00	1,266,451.00	713,414.20	1,368.30	551,668.50	56.33
Department: 22 FIRE CONTROL							
001-22-500.12.00	REGULAR SALARIES	85,610.00	85,610.00	32,250.24	0.00	53,359.76	37.67
001-22-500.14.50	STIPEND PAYROLL	55,040.00	55,040.00	28,701.03	0.00	26,338.97	52.15
001-22-500.21.00	FICA TAXES - EMPLOYER PORTION	7,643.00	7,643.00	6,153.52	0.00	1,489.48	80.51
001-22-500.22.01	RETIREMENT - ICMA	6,562.00	6,562.00	3,758.12	0.00	2,803.88	57.27
001-22-500.23.01	HEALTH INSURANCE	4,968.00	4,968.00	3,725.19	0.00	1,242.81	74.98
001-22-500.23.02	LIFE INSURANCE	162.00	162.00	45.04	0.00	116.96	27.80
001-22-500.23.10	STATUTORY AD&D	180.00	180.00	129.00	0.00	51.00	71.67
001-22-500.24.00	WORKERS COMPENSATION	7,920.00	7,920.00	7,565.50	0.00	354.50	95.52
001-22-500.25.00	UNEMPLOYMENT COMPENSATION	194.00	194.00	67.32	0.00	126.68	34.70
001-22-520.31.00	PROFESSIONAL SERVICES	5,000.00	5,000.00	12,612.49	0.00	(7,612.49)	252.25

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH

Balance As of 04/30/2022

GL Number	Description	ORIGINAL BUDGET	21-22 Amended Budget	YEAR TO DATE BALANCE	Encumbrance 04/30/2022	Available Balance 04/30/2022	% Bdgt Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 22 FIRE CONTROL							
001-22-520.34.40	DISPATCHING SERVICES	5,200.00	5,200.00	2,600.00	0.00	2,600.00	50.00
001-22-520.35.00	PRE-EMPLOYMENT EXPENSE	1,225.00	1,225.00	128.00	0.00	1,097.00	10.45
001-22-520.40.00	TRAVEL & MEETINGS	500.00	500.00	307.92	0.00	192.08	61.58
001-22-520.41.10	COMMUNICATION SERVICES	1,260.00	1,260.00	1,015.04	0.00	244.96	80.56
001-22-520.46.15	EQUIPMENT MAINTENANCE	8,665.00	8,665.00	6,092.98	0.00	2,572.02	70.32
001-22-520.46.20	VEHICLE MAINTENANCE	22,950.00	40,950.00	29,869.00	0.00	11,081.00	72.94
001-22-520.46.30	BUILDING MAINTENANCE	1,000.00	1,000.00	950.72	0.00	49.28	95.07
001-22-520.48.55	FIRE PREVENTION	4,536.00	4,536.00	3,556.79	0.00	979.21	78.41
001-22-520.51.00	OFFICE SUPPLIES	400.00	400.00	484.96	0.00	(84.96)	121.24
001-22-520.52.00	UNIFORMS	6,225.00	7,075.00	621.89	2,740.01	3,713.10	8.79
001-22-520.52.02	S.C.B.A.	1,850.00	1,850.00	2,158.97	0.00	(308.97)	116.70
001-22-520.52.05	PROTECTIVE GEAR	2,505.00	2,505.00	653.90	0.00	1,851.10	26.10
001-22-520.52.10	JANITORIAL SUPPLIES	1,000.00	1,000.00	189.97	0.00	810.03	19.00
001-22-520.52.20	TOOLS & HARDWARE	1,500.00	1,500.00	144.36	0.00	1,355.64	9.62
001-22-520.52.50	GAS & OIL	2,450.00	2,450.00	2,536.09	0.00	(86.09)	103.51
001-22-520.52.70	MEDICAL	1,370.00	1,370.00	464.00	0.00	906.00	33.87
001-22-520.54.00	DUES & SUBSCRIPTIONS	265.00	265.00	535.00	0.00	(270.00)	201.89
001-22-520.54.10	TRAINING & SCHOOLS	6,650.00	6,650.00	4,548.00	0.00	2,102.00	68.39
001-22-520.54.12	TRAINING MATERIALS	1,920.00	1,920.00	984.14	0.00	935.86	51.26
001-22-520.55.10	SHARED TRAINING	0.00	0.00	390.00	0.00	(390.00)	100.00
001-22-520.64.01	Capital Outlay	36,777.00	66,777.00	21,024.99	0.00	45,752.01	31.49
001-22-520.71.00	PRINCIPAL RETIRED	29,734.00	29,734.00	31,324.47	0.00	(1,590.47)	105.35
001-22-520.72.00	INTEREST EXPENSE	3,267.00	3,267.00	1,675.85	0.00	1,591.15	51.30
001-22-543.00.00	LICENSES & FEES	11,537.00	11,537.00	3,031.50	0.00	8,505.50	26.28
Total Dept 22 - FIRE CONTROL		326,065.00	374,915.00	210,295.99	2,740.01	161,879.00	56.09
Department: 29 CODE ENFORCEMENT							
001-29-500.12.00	REGULAR SALARIES	14,054.00	14,054.00	8,534.97	0.00	5,519.03	60.73
001-29-500.21.00	FICA TAXES - EMPLOYER PORTION	1,075.00	1,075.00	650.43	0.00	424.57	60.51
001-29-500.22.20	RETIREMENT TOWN EMPLOYEES	1,521.00	1,521.00	815.31	0.00	705.69	53.60
001-29-500.23.10	STATUTORY AD&D	100.00	100.00	0.00	0.00	100.00	0.00
001-29-500.24.00	WORKERS COMPENSATION	200.00	200.00	0.00	0.00	200.00	0.00
001-29-500.25.00	UNEMPLOYMENT COMPENSATION	45.00	45.00	11.18	0.00	33.82	24.84
001-29-520.40.00	TRAVEL & MEETINGS	35.00	35.00	0.00	0.00	35.00	0.00
001-29-520.45.03	AUTO INSURANCE	124.00	124.00	0.00	0.00	124.00	0.00
001-29-520.46.12	MAINTENANCE SUPPLIES	50.00	50.00	0.00	0.00	50.00	0.00
001-29-520.46.20	VEHICLE MAINTENANCE	150.00	150.00	0.00	0.00	150.00	0.00
001-29-520.51.00	OFFICE SUPPLIES	50.00	50.00	190.00	0.00	(140.00)	380.00
001-29-520.51.10	POSTAGE	350.00	350.00	77.45	0.00	272.55	22.13
001-29-520.51.20	RECORDING COSTS	120.00	120.00	0.00	0.00	120.00	0.00
001-29-520.52.00	UNIFORMS	75.00	75.00	308.49	0.00	(233.49)	411.32
001-29-520.52.50	GAS & OIL	150.00	150.00	0.00	0.00	150.00	0.00
001-29-520.54.10	TRAINING & SCHOOLS	75.00	75.00	0.00	0.00	75.00	0.00
Total Dept 29 - CODE ENFORCEMENT		18,174.00	18,174.00	10,587.83	0.00	7,586.17	58.26
Department: 41 PUBLIC WORKS							
001-41-500.12.00	REGULAR SALARIES	191,283.00	191,283.00	109,972.49	0.00	81,310.51	57.49
001-41-500.14.00	SALARIES OVERTIME	4,000.00	4,000.00	811.53	0.00	3,188.47	20.29
001-41-500.21.00	FICA TAXES - EMPLOYER PORTION	14,633.00	14,633.00	8,685.62	0.00	5,947.38	59.36

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH

Balance As of 04/30/2022

GL Number	Description	ORIGINAL BUDGET	21-22 Amended Budget	YEAR TO DATE BALANCE	Encumbrance 04/30/2022	Available Balance 04/30/2022	% Bdgt Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 41 PUBLIC WORKS							
001-41-500.22.20	RETIREMENT TOWN EMPLOYEES	20,697.00	20,697.00	11,434.51	0.00	9,262.49	55.25
001-41-500.23.01	HEALTH INSURANCE	21,840.00	21,840.00	13,362.02	0.00	8,477.98	61.18
001-41-500.23.02	LIFE INSURANCE	236.00	236.00	188.57	0.00	47.43	79.90
001-41-500.23.10	STATUTORY AD&D	200.00	200.00	0.00	0.00	200.00	0.00
001-41-500.24.00	WORKERS COMPENSATION	2,750.00	2,750.00	0.00	0.00	2,750.00	0.00
001-41-500.25.00	UNEMPLOYMENT COMPENSATION	612.00	612.00	162.30	0.00	449.70	26.52
001-41-530.31.00	PROFESSIONAL SERVICES	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00
001-41-530.34.91	LANDSCAPING	6,500.00	6,500.00	4,515.91	0.00	1,984.09	69.48
001-41-530.40.00	TRAVEL & MEETINGS	200.00	200.00	47.62	0.00	152.38	23.81
001-41-530.43.10	ELECTRICITY	0.00	0.00	1,416.55	0.00	(1,416.55)	100.00
001-41-530.43.15	ELECTRIC - WILLIAMS BUILDING	5,000.00	5,000.00	1,198.01	0.00	3,801.99	23.96
001-41-530.43.50	DUMP SERVICE	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
001-41-530.46.12	MAINTENANCE SUPPLIES	3,000.00	3,000.00	3,359.88	0.00	(359.88)	112.00
001-41-530.46.15	EQUIPMENT MAINTENANCE	2,500.00	2,500.00	1,430.55	0.00	1,069.45	57.22
001-41-530.46.20	VEHICLE MAINTENANCE	9,500.00	9,500.00	5,436.58	0.00	4,063.42	57.23
001-41-530.46.30	BUILDING MAINTENANCE	6,500.00	6,500.00	10,382.37	6,354.89	(10,237.26)	159.73
001-41-530.46.31	MAINTENANCE OLD TOWN HALL	500.00	500.00	405.83	0.00	94.17	81.17
001-41-530.46.34	MAINTENANCE RYCKMAN PARK	500.00	500.00	0.00	0.00	500.00	0.00
001-41-530.46.35	PIER MAINTENANCE	500.00	500.00	575.01	0.00	(75.01)	115.00
001-41-530.46.40	GROUNDS MAINTENANCE	7,000.00	7,000.00	16,220.27	0.00	(9,220.27)	231.72
001-41-530.46.43	TREE EXPENSE	3,500.00	3,500.00	1,225.00	0.00	2,275.00	35.00
001-41-530.52.00	UNIFORMS	2,100.00	2,100.00	664.24	0.00	1,435.76	31.63
001-41-530.52.05	PROTECTIVE GEAR	1,000.00	1,000.00	779.15	0.00	220.85	77.92
001-41-530.52.20	TOOLS & HARDWARE	4,000.00	4,000.00	2,840.71	0.00	1,159.29	71.02
001-41-530.52.25	TOOL RENTALS	3,500.00	3,500.00	1,249.46	0.00	2,250.54	35.70
001-41-530.52.50	GAS & OIL	3,600.00	3,600.00	2,137.43	0.00	1,462.57	59.37
001-41-530.53.10	STREET REPAIR	7,500.00	7,500.00	5,859.50	0.00	1,640.50	78.13
001-41-530.53.15	PARKING LOT MAINTENANCE	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
001-41-530.53.20	STREET SIGNS	10,000.00	10,000.00	5,377.32	0.00	4,622.68	53.77
001-41-530.54.10	TRAINING & SCHOOLS	1,500.00	1,500.00	438.00	0.00	1,062.00	29.20
001-41-530.57.25	WELDING	500.00	500.00	169.21	0.00	330.79	33.84
001-41-530.64.01	CAPITAL OUTLAY	46,000.00	46,000.00	37,570.12	0.00	8,429.88	81.67
Total Dept 41 - PUBLIC WORKS		410,651.00	410,651.00	247,915.76	6,354.89	156,380.35	60.37
Department: 72 PARKS & RECREATION							
001-72-570.48.10	FOUNDER'S DAY	6,000.00	6,000.00	274.94	1,470.00	4,255.06	4.58
001-72-570.48.50	MOVIES IN THE PARK	1,800.00	1,800.00	497.94	0.00	1,302.06	27.66
001-72-570.48.52	FOURTH OF JULY	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
001-72-570.48.53	CHRISTMAS DECORATIONS PARK	1,500.00	1,733.00	2,483.84	0.00	(750.84)	143.33
001-72-570.48.60	EASTER EGG HUNT	50.00	50.00	52.99	0.00	(2.99)	105.98
001-72-570.48.90	RECREATION PROGRAMS	13,000.00	13,000.00	2,766.62	0.00	10,233.38	21.28
001-72-570.63.01	TENNIS COURT EXPEDITURES	350.00	350.00	(14.00)	0.00	364.00	(4.00)
001-72-570.63.02	BBALL & VBALL COURTS	200.00	200.00	0.00	0.00	200.00	0.00
001-72-570.63.05	BOCCE COURT EXPENDITURES	200.00	200.00	0.00	0.00	200.00	0.00
001-72-570.64.01	CAPITAL OUTLAY	0.00	13,437.20	13,437.20	0.00	0.00	100.00
Total Dept 72 - PARKS & RECREATION		24,100.00	37,770.20	19,499.53	1,470.00	16,800.67	51.63
Department: 75 TOWN PARKS							
001-75-575.32.90	BANKING FEES	0.00	0.00	1,540.16	0.00	(1,540.16)	100.00

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH

Balance As of 04/30/2022

GL Number	Description	ORIGINAL BUDGET	21-22 Amended Budget	YEAR TO DATE BALANCE	Encumbrance 04/30/2022	Available Balance 04/30/2022	% Bdgt Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 75 TOWN PARKS							
001-75-575.41.10	IPS COMMUNICATIONS FEE	0.00	0.00	39.41	0.00	(39.41)	100.00
	Total Dept 75 - TOWN PARKS	0.00	0.00	1,579.57	0.00	(1,579.57)	100.00
	Expenditures	3,109,904.00	3,220,987.00	1,944,075.38	12,083.28	1,264,828.34	60.36
Fund 001 - GENERAL FUND:							
	TOTAL REVENUES	3,416,903.00	3,416,903.00	2,820,144.67	0.00	596,758.33	
	TOTAL EXPENDITURES	3,109,904.00	3,220,987.00	1,944,075.38	12,083.28	1,264,828.34	
	NET OF REVENUES & EXPENDITURES:	306,999.00	195,916.00	876,069.29	(12,083.28)	(668,070.01)	

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH

Balance As of 04/30/2022

GL Number	Description	ORIGINAL BUDGET	21-22 Amended Budget	YEAR TO DATE BALANCE	Encumbrance 04/30/2022	Available Balance 04/30/2022	% Bdgt Used
Fund: 125 BUILDING DEPT							
Account Category: Revenues							
Department: 24 PROTECTIVE INSPECTIONS							
125-24-322.00.00	BUILDING PERMITS	152,000.00	152,000.00	86,786.68	0.00	65,213.32	57.10
125-24-322.10.00	ZONING PLAN REVIEW	2,000.00	2,000.00	225.00	0.00	1,775.00	11.25
125-24-322.10.10	SITE PLAN REVIEW P&Z	1,500.00	1,500.00	6,600.00	0.00	(5,100.00)	440.00
125-24-322.20.00	BUILDING PLAN REVIEW	4,600.00	4,600.00	6,898.71	0.00	(2,298.71)	149.97
125-24-322.31.00	ADVERTISING COSTS	250.00	250.00	0.00	0.00	250.00	0.00
125-24-322.31.20	P&Z ADVERTISING	100.00	100.00	0.00	0.00	100.00	0.00
125-24-329.00.00	OTHER LICENSES, FEES & PERMITS	700.00	700.00	1,930.00	0.00	(1,230.00)	275.71
125-24-329.00.10	BOA VARIANCE FEES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
125-24-354.00.00	LOCAL ORDINANCE VIOLATION	2,000.00	2,000.00	2,536.00	0.00	(536.00)	126.80
Total Dept 24 - PROTECTIVE INSPECTIONS		164,150.00	164,150.00	104,976.39	0.00	59,173.61	63.95
Revenues		164,150.00	164,150.00	104,976.39	0.00	59,173.61	63.95

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH

Balance As of 04/30/2022

GL Number	Description	ORIGINAL BUDGET	21-22 Amended Budget	YEAR TO DATE BALANCE	Encumbrance 04/30/2022	Available Balance 04/30/2022	% Bdgt Used
Fund: 125 BUILDING DEPT							
Account Category: Expenditures							
Department: 24 PROTECTIVE INSPECTIONS							
125-24-500.12.00	REGULAR SALARIES	75,116.00	75,116.00	40,713.91	0.00	34,402.09	54.20
125-24-500.14.00	SALARIES OVERTIME	817.52	817.52	101.35	0.00	716.17	12.40
125-24-500.21.00	FICA TAXES - EMPLOYER PORTION	5,746.00	5,746.00	2,900.31	0.00	2,845.69	50.48
125-24-500.22.20	RETIREMENT TOWN EMPLOYEES	7,512.00	7,512.00	4,199.84	0.00	3,312.16	55.91
125-24-500.23.01	HEALTH INSURANCE	18,144.00	18,144.00	13,674.32	0.00	4,469.68	75.37
125-24-500.23.02	LIFE INSURANCE	136.00	136.00	104.15	0.00	31.85	76.58
125-24-500.25.00	UNEMPLOYMENT COMPENSATION	240.00	240.00	57.58	0.00	182.42	23.99
125-24-520.31.00	PROFESSIONAL SERVICES	55,703.54	55,703.54	46,050.40	0.00	9,653.14	82.67
125-24-520.51.00	OFFICE SUPPLIES	266.00	266.00	3,796.00	0.00	(3,530.00)	1,427.07
125-24-520.52.00	UNIFORMS	0.00	0.00	112.97	0.00	(112.97)	100.00
125-24-520.52.20	TOOLS & HARDWARE	46.91	46.91	0.00	0.00	46.91	0.00
125-24-520.54.00	DUES & SUBSCRIPTIONS	95.00	95.00	0.00	0.00	95.00	0.00
125-24-520.54.10	TRAINING & SCHOOLS	80.00	80.00	0.00	0.00	80.00	0.00
Total Dept 24 - PROTECTIVE INSPECTIONS		163,902.97	163,902.97	111,710.83	0.00	52,192.14	68.16
Expenditures		163,902.97	163,902.97	111,710.83	0.00	52,192.14	68.16
Fund 125 - BUILDING DEPT:							
TOTAL REVENUES		164,150.00	164,150.00	104,976.39	0.00	59,173.61	
TOTAL EXPENDITURES		163,902.97	163,902.97	111,710.83	0.00	52,192.14	
NET OF REVENUES & EXPENDITURES:		247.03	247.03	(6,734.44)	0.00	6,981.47	

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH

Balance As of 04/30/2022

GL Number	Description	ORIGINAL BUDGET	21-22 Amended Budget	YEAR TO DATE BALANCE	Encumbrance 04/30/2022	Available Balance 04/30/2022	% Bdgt Used
Fund: 172 OCEAN PARK PARKING FUND							
Account Category: Revenues							
Department: 75 TOWN PARKS							
172-75-342.10.00	PARKING TICKET REVENUE	3,000.00	3,000.00	8,685.00	0.00	(5,685.00)	289.50
172-75-344.50.00	PARKING METER REVENUE	74,400.00	74,400.00	47,131.73	0.00	27,268.27	63.35
Total Dept 75 - TOWN PARKS		77,400.00	77,400.00	55,816.73	0.00	21,583.27	72.11
Revenues		77,400.00	77,400.00	55,816.73	0.00	21,583.27	72.11

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH

Balance As of 04/30/2022

GL Number	Description	ORIGINAL BUDGET	21-22 Amended Budget	YEAR TO DATE BALANCE	Encumbrance 04/30/2022	Available Balance 04/30/2022	% Bdgt Used
Fund: 172 OCEAN PARK PARKING FUND							
Account Category: Expenditures							
Department: 75 TOWN PARKS							
172-75-575.31.02	LIFEGUARD CONTRACT	19,950.00	19,950.00	3,953.17	0.00	15,996.83	19.82
172-75-575.32.90	BANKING FEES	2,000.00	2,000.00	2,310.34	0.00	(310.34)	115.52
172-75-575.34.10	JANITORIAL CLEANING	1,800.00	1,800.00	1,050.00	0.00	750.00	58.33
172-75-575.34.91	LANDSCAPING	5,000.00	5,000.00	120.00	0.00	4,880.00	2.40
172-75-575.41.10	IPS COMMUNICATIONS FEE	1,200.00	1,200.00	1,589.72	153.50	(543.22)	132.48
172-75-575.43.10	ELECTRICITY	1,584.00	1,584.00	1,043.85	0.00	540.15	65.90
172-75-575.43.20	WATER & SEWER	1,500.00	1,500.00	707.14	0.00	792.86	47.14
172-75-575.43.50	DUMP SERVICE	660.00	660.00	0.00	0.00	660.00	0.00
172-75-575.46.12	MAINTENANCE SUPPLIES	1,000.00	1,000.00	1,087.73	0.00	(87.73)	108.77
172-75-575.46.15	EQUIPMENT MAINTENANCE	0.00	0.00	877.00	0.00	(877.00)	100.00
172-75-575.46.30	BUILDING MAINTENANCE	2,200.00	2,200.00	0.00	0.00	2,200.00	0.00
172-75-575.46.31	BUILDING MAINT RESTROOMS	0.00	0.00	103.78	0.00	(103.78)	100.00
172-75-575.46.40	GROUPS MAINTENANCE	1,800.00	1,800.00	5,036.35	0.00	(3,236.35)	279.80
172-75-575.46.41	MOWING CONTRACT	11,205.00	11,205.00	2,422.02	0.00	8,782.98	21.62
172-75-575.46.43	TREE EXPENSE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
172-75-575.52.10	JANITORIAL SUPPLIES	350.00	350.00	5.30	0.00	344.70	1.51
172-75-575.52.25	TOOL RENTAL	0.00	0.00	2,725.81	0.00	(2,725.81)	100.00
172-75-575.53.15	PARKING LOT REPAIRS	3,000.00	3,000.00	511.74	0.00	2,488.26	17.06
172-75-575.53.20	SIGNS	300.00	300.00	304.89	0.00	(4.89)	101.63
172-75-575.63.03	VOLLEYBALL COURT	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
172-75-575.64.01	CAPITAL OUTLAY	0.00	0.00	8,738.92	0.00	(8,738.92)	100.00
172-75-764.10.00	Filing Fee Clerk-Parking Ticke	120.00	120.00	0.00	0.00	120.00	0.00
Total Dept 75 - TOWN PARKS		55,669.00	55,669.00	32,587.76	153.50	22,927.74	58.54
Expenditures		55,669.00	55,669.00	32,587.76	153.50	22,927.74	58.54
Fund 172 - OCEAN PARK PARKING FUND:							
TOTAL REVENUES		77,400.00	77,400.00	55,816.73	0.00	21,583.27	
TOTAL EXPENDITURES		55,669.00	55,669.00	32,587.76	153.50	22,927.74	
NET OF REVENUES & EXPENDITURES:		21,731.00	21,731.00	23,228.97	(153.50)	(1,344.47)	
Report Totals:							
TOTAL REVENUES - ALL FUNDS		3,658,453.00	3,658,453.00	2,980,937.79	0.00	677,515.21	
TOTAL EXPENDITURES - ALL FUNDS		3,329,475.97	3,440,558.97	2,088,373.97	12,236.78	1,339,948.22	
NET OF REVENUES & EXPENDITURES:		328,977.03	217,894.03	892,563.82	(12,236.78)	(662,433.01)	

ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
Research grant funding opportunities for stormwater projects	3/15/2022			Commissioner Runte	
DATE	DIRECTION/NOTES				
3/15/2022	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	5/18/2022		Commissioner Walker	Town Manager/Public Works
DATE	DIRECTION/NOTES				
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	5/18/2022		Mayor Hoover	Town Clerk
Date	Directions/Notes				
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	REQUESTER	ASSIGNED TO
S.E.A. PROJECT	2/17/2021	5/18/2022		Mayor Hoover	Town Manager
Date	Directions/Notes				
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 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	Mayor Hoover suggested they do the necessary research and reach out to landlords and business owners, starting with the area east of the traffic light on both sides of the road north and south – and then meet again to discuss in February. Plan for workshops with business owners and PNZ involvement.				

12/16/2020	Commissioner Walters requested the Town research a better microphone system, including the option of wireless microphones. He feels the sound quality of the current microphones is very poor. Dual timers were also requested by the Commission (we have one and need one more).				
ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
Research golf cart/low-speed vehicle certification process and the idea of a beachside "g-pass"	2/16/2022	5/18/2022		Commission	Town Manager
4/14/2022	TM and Chief Griswold set meeting with Indialantic's TM and Police Chief to discuss Interlocal Agreement. Meeting was rescheduled for May due to time conflict.				
2/16/2022	Added to Action Items - Vice Mayor Joyce Barton will discuss the issue at the SBC meeting and share insight at March RTCM. Town Manager will obtain Indialantic's written certification process.				
ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
Research the term multi-generational in terms of building code and its use in other municipalities, aka "Granny Suites."	1/17/2022	5/18/2022		Commission	Town Manager
DATE	DIRECTION/NOTES				
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	Update at August RTCM				

6/16/2021	PWD will ask FDOT if subcontractor (who is restriping cross walks) can also paint stanchions				
5/19/2021	PWD update at June RTCM				
ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
Research Charging Stations	11/20/20	6/15/2022		Simmons	Town Manager/PWD
DATE	DIRECTION/NOTES				
12/15/2021	TM said new charging companies are coming out and installing their own stations with incentives and it may be a good idea to wait and see what they are. Rapid charge is 3-4 times the cost.				
10/20/2021	Commissioner Runte reached 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	<i>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.</i>
6/17/2020	<i>Electricians scheduled Wed. Parking spot for bikes and two for charging stations. Update July RTCM</i>
3/18/2020	<i>Commission suggested TM get with Tesla to see what they may offer - including getting one at no cost. Tobe discussed again at May TCW.</i>
6/3/2020	<i>Commission asked TM to contact Tesla to see what they have to offer. Update June RTCM.</i>