



CITY COUNCIL MEETING

City of Indian Harbour Beach, Florida

Tuesday, January 13, 2026, at 7:00 PM

City Hall Council Chamber | 2055 South Patrick Drive

AGENDA

Mayor and City Council

Scott Nickle, Mayor

Adam Dyer, Deputy Mayor

Neil Yorio, Council Member

David Nutt, Council Member

Susan Ruimy, Council Member

Administration

John W. Coffey, ICMA-CM -City Manager

Karl Bohne — City Attorney

Nikki Gold — City Clerk

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION**
- 3. ROLL CALL**
- 4. EXCUSAL OF COUNCIL MEMBERS**
- 5. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA, IF ANY**
- 6. PRESENTATIONS/PROCLAMATIONS/INTRODUCTIONS**
 - a. Police Department Promotion
- 7. APPROVAL OF MINUTES**
 - a. Regular City Council Meeting Minutes 12-09-2025
- 8. REPORTS**
 - a. City Manager Report
 - b. City Attorney's Report
 - c. Council Comments
 - d. Public Comments (Non-Public Hearing Agenda Item Only)
- 9. UNFINISHED BUSINESS**

10. NEW BUSINESS

- a. **Public Hearing and Second Reading of Ordinance No. 2025-11: Annual Update to the Capital Improvements Element of the Comprehensive Plan (action item)**
- b. **First reading of Ordinance No. 2026-03: golf cart usage on City roads (action item)**
- c. **First reading of Ordinance No. 2026-02: landscaping at Intersections (action item)**
- d. **Resolution 26-02: FDOT Maintenance Memorandum of Agreement for state highway right-of-way maintenance (action item)**
- e. **Award of contract for construction services for the partially grant-funded City Hall Baffle Box Stormwater project (action item)**
- f. **Appointment of City of Indian Harbour Tree Preservation Board Member (action item)**
- g. **Re-establishment of a minimum fund balance policy for the General Fund (discussion item)**
- h. **FY27 Budget Preparation Calendar Selection (consensus item)**

11. PUBLIC FORUM**12. ADJOURN**

ALL PERSONS WISHING TO BE HEARD SHOULD APPEAR IN PERSON AT THESE HEARINGS OR SEND WRITTEN COMMENTS TO THE CITY CLERK. ALL PERSONS AND PARTIES ARE HEREBY ADVISED THAT IF THEY SHOULD DECIDE TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THE PUBLIC MEETING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FSS 286.0105. IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), ANYONE WHO NEEDS SPECIAL ACCOMMODATION FOR THIS MEETING SHOULD CONTACT THE CITY CLERK AT 321-773-3181 AT LEAST 48 HOURS IN ADVANCE OF THIS MEETING.



CITY COUNCIL MEETING

City of Indian Harbour Beach, Florida

Tuesday, December 9, 2025, at 7:00 PM

City Hall Council Chamber | 2055 South Patrick Drive

MINUTES

Mayor and City Council

Scott Nickle, Mayor

Adam Dyer, Deputy Mayor

David Nutt, Council Member

Susan Ruimy, Council Member

Neil Yorio, Council Member

Administration

John W. Coffey, ICMA-CM -City Manager

Karl Bohne — City Attorney

Nikki Gold — Acting City Clerk

1. CALL TO ORDER

The meeting was called to order at 7:00 pm by Mayor Nickle.

2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION

3. ROLL CALL

Acting City Clerk Gold called the roll. The Mayor and all Council Members were present. Also in attendance, City Manager Coffey.

4. EXCUSAL OF COUNCIL MEMBERS

5. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA, IF ANY

Consensus to move the Public Forum (Item #11) to the beginning of the meeting due to the volume of speakers regarding the boat/trailer ordinance.

6. PRESENTATIONS/PROCLAMATIONS/INTRODUCTIONS

Police Chief Butler swore in two new Police Officers and introduced the Shared Victim Advocate.

7. APPROVAL OF MINUTES

- a. Regular City Council Meeting 11-12-2025

Minutes approved by acclamation.

- b. Special Called Meeting — Low Speed Vehicles/Golf Carts 11-18-2025

Minutes approved by acclamation

8. REPORTS

a. City Manager's Report

- Golf Cart Study proposal signed
- Algonquin Sports Complex expansion project update
- RFP 2025-05 CH Baffle Box: Gregori Construction, top-ranked firm, contract in the works
- Code enforcement ordinances - Line of Sight going to P&Z Board on January 7, 2026, and City Council for 1st reading on January 13, 2026
- Gleason Park playground replacement recently installed
- September revenue and expenditure report
- 2026 Legislative session starting in January 2026
- Employee recognitions: Public Works, Police Department and Fire Department

b. City Attorney's Report - none

c. Council Comments (moved to the end of the meeting)

- Deputy Mayor Dyer attended the SCLOC meeting on December 8th. On December 3rd and 4th, he attended Florida League of Cities in Orlando where the topic was property taxes. He will be attending legislative action days in Tallahassee at the end of January.
- Council Member Ruimy and Council Member Yorio spoke about the cutting of trees in front of Martesia.
- Mayor Nickle had no comments.

9. UNFINISHED BUSINESS

None.

10. NEW BUSINESS

a. FY24 (2023-2024) Annual Financial Report presentation

Presentation given by Lindsay Aviles with Carr, Riggs & Ingram giving an overview of their findings.

b. Public Hearing and Second Reading of Ordinance No. 2025-08: FY26 Project Roll Forward Budget Amendment

Acting City Clerk Gold read the title of the ordinance. Mayor Nickle opened the item up for public hearing; there were no speakers.

Motion made by Deputy Mayor Dyer to approve the second reading of Ordinance No. 2025-08 amending the FY2026 Budget, seconded by Council Member Ruimy, carried 5-0.

c. First Reading of Ordinance No. 2025-11: Annual Update to Capital Improvements Element of the Comprehensive Plan

Acting City Clerk read the title of the Ordinance. Mayor Nickle opened up the item for public hearing; there were no speakers.

Motion made by Council Member Ruimy to approve the first reading of Ordinance No. 2025-11: Annual Update to Capital Improvements Element of the Comprehensive Plan, seconded by Deputy Mayor Dyer, carried 5-0.

d. Tree Management Plan

CM Coffey gave background and recommended for Council to adopt the plan as presumed. Adam Lucey, Vice Chair of the Tree Preservation Board, gave a presentation of the plan and its benefits.

Motion by Council Member Yorio to adopt the Tree Management Plan as presented, seconded by Council Member Nutt, carried 5-0.

e. Request for qualifications No. 2025-06: ranking of qualification statements

City Manager Coffey gave background for design services for the Fire Station Annex project. Six firms were ranked, with CPZ Architects obtaining the top ranking. Staff requested authorization to start contract negotiations with CPZ and if they don't find negotiations suitable, they will move on to the next, etc.

Motion by Deputy Mayor Dyer authorizing staff to begin negotiations with CPZ Architects, seconded by Council Member Yorio, carried 5-0.

f. Resolution No. 26-01: Revised Employee Pay and Classification Plan

City Manager Coffey gave a background on how pay plans and classifications work. He requested approval to reclassify the Communications Supervisor position, currently non-exempt, to a Public Safety Telecommunications Manager, an exempt position.

Motion by Council Member Nutt to adopt Resolution No. 26-01, amending the FY26 Employee Pay and Classification Plan to add the exempt position of Public Safety Telecommunication Manager, seconded by Council Member Ruimy, carried 5-0.

g. Authorization to dispose of a surplus fixed asset

Motion by Council Member Nutt authorizing staff to dispose of the 2008 wet/dry vacuum, seconded by Council Member Ruimy, carried 5-0.

11. PUBLIC FORUM

The Council's consensus to move the public forum was moved to the beginning of the meeting was to accommodate the number of speakers regarding the safety and speed on Wimico Drive and the boat/trailer ordinance. The following people spoke:

Paul Ortenzio – 203 Wimico Dr
Grace Doughtie 203 Apache Dr
Jay Lewis – 100 Wimico Dr
Randolph Neuman – 235 Marion St
Adam Azar – 215 Atlantic Blvd
Todd Alspaugh – 1214 Yacht Club Blvd
Nick Fonder – 1205 Bay Dr E
Doug Cook – 201 Harbour Drive W
Chad Palladino – 1103 Steven Patrick Ave
Adam Lucey – 50 Navaho Cir
Benajmin Sullins -921 Golden Beach Blvd
David Noble – 1206 Pine Tree and business on Tomahawk
Lane Burvey – 1234 Seminole Drive
Mike Litchfield – 938 Flotilla Club Drive

Council consensus to pause the current enforcement effort and to hold a workshop to discuss revising the boat/trailer ordinance on Wednesday, January 14, 2026, at 6:00 pm.

12. ADJOURN

Motion made by Council Member Nutt to adjourn the meeting at 8:47 pm, seconded by Deputy Mayor Dyer, carried 5-0.

X_____
Scott Nickle
Mayor

ATTEST:

X_____
Nicole "Nikki" Gold
Acting City Clerk

CITY MANAGER'S REPORT: January 13, 2026

A. ACTION ITEMS

1. Cancellation of the January 27th Council meeting

Due to the planned absence of two elected officials and the anticipated two ordinances scheduled for public hearings and second readings, staff recommends that the City Council cancel the next meeting.

B. INFORMATIONAL ITEMS

1. S.R. A1A and Atlantic Blvd intersection signalization upgrade project update

Staff was recently contacted by FDOT seeking to use either the Rec Center or City Hall Council Chamber for a public meeting about the project. Once the meeting date, time, and location are confirmed, staff will work with FDOT to publicize the meeting.

2. Algonquin Sports Complex expansion project update

Current activities include:

- The drainage boxes were recently delivered in anticipation of the installation of the piping and boxes
- Next steps include the installation of the multi-purpose athletic field's north and south side curbing with safety netting post holes, and the tennis and pickleball courts (sans fencing)
- Staff is still waiting for the easement paperwork from FPL, which has to be approved by the City Council before the relocation of the electrical lines can be scheduled by FPL.

3. December Fire Department activities reports

As indicated in the attached, IHBFD responded to 55 calls for service, with 56% of them being rescue-related.

4. November Revenue and Expenditure Report

Per Article VI, Section 4 (H) of the Charter of the City of Indian Harbour Beach, a copy of the General Fund and ARPA Revenue and Expenditure Report for the period ending October 31, 2025 (16.67% of FY26) is attached.

The General Fund report includes revenue receipts of \$567,325, representing 4.24% of the budget, and expenditures of \$2,183,082, accounting for 16.31%.

The Stormwater Utility Fund report includes revenue receipts of \$7,253, representing 1.75% of the budget, and expenditures of \$12,053, representing 2.91% of the budget.

5. 2026 Legislative Session

The key dates of the upcoming Legislative Session include:

- January 13, 2026, Regular Session convenes (Article III, section 3(b), State Constitution) 12:00 noon, deadline for filing bills for introduction (Senate Rule 3.7(1))
- February 28, 2026, Motion to reconsider made and considered the same day (Senate Rule 6.4(4)). All bills are immediately certified (Senate Rule 6.8)
- March 3, 2026, 50th day – Last day for regularly scheduled committee meetings (Senate Rule 2.9(2))
- March 13, 2026, 60th day – Last day of Regular Session (Article III, section 3(d), State Constitution)

The traditional IHB legislative tracker will be provided at each Council meeting through final signing decisions by Governor DeSantis.

6. 2026 Arbor Day rescheduled

To avoid conflicting with residents' Easter weekend plans, the Tree Preservation Board recently rescheduled the City's 4th Annual Arbor Day celebration to Saturday, March 28th, in Gleason Park. Details will be provided in future Harbor Highlights, social media, and marquee signs.

7. Appointment of a permanent City Clerk

I would like to formally announce that I have concluded Ms. Nikki Gold's Acting City Clerk status and appointed her to the position of City Clerk on a permanent basis, effective January 10, 2026. Ms. Gold has consistently exceeded my expectations during her service as Acting City Clerk, and I am confident she will continue to serve the Mayor, City Council, staff, and residents of Indian Harbour Beach with professionalism and dedication.

C. Employee Recognition

8. Fire Marshall

Fire Chief Lewis received a phone call from a representative of the Yacht Club expressing his appreciation for the great job Fire Marshall Johnson did at their recent fireworks display. A copy of Chief Lewis' email is attached.

9. Public Works Grounds Supervisor

I received the attached email from residents expressing their appreciation for how Public Works Grounds Supervisor Quincy Smith took time to talk to them recently in Gleason Park regarding recent park improvements.

D. Tentative Agenda Items for the Next Regular City Council Meeting

10. The following items are currently planned for the February 10th City Council Meeting (items requested by a Council Member are indicated in parentheses)
- a. Ordinance No. 2026-02 intersection line of sight public hearing and 2nd reading
 - b. Ordinance No. 2026-03 golf cart usage public hearing and 2nd reading
 - c. Ordinance No. 2026-01 boats/trailer storage 1st reading
 - d. Ordinance No. 2026-04 wildflower/tall grass 1st reading
 - e. RFP 2025-06 (Fire Station Annex design) award of contract
 - f. Interlocal agreement with Brevard County regarding 911 addressing of new properties
 - g. New FPL easements at Algonquin Sports Complex
 - h. Discussion of holding quarterly town hall meetings (Nutt)

E. Upcoming Events

11. Special Magistrate Hearings
- Exterior property maintenance
 - Trespass warning appeal
- 9:00 a.m., Wednesday, January 14th
Council Chamber
12. City Council Workshop (boats and trailer storage)
- 6:00 p.m., Wednesday, January 14th
Council Chamber
13. Martin Luther King, Jr. Holiday
- Monday, January 18th
Offices closed
Gleason Park American Flag display
14. Tree Preservation Board
- 7:00 p.m., Wednesday, January 21st
Council Chamber
15. City Council Meeting - canceled
- 7:00 p.m., Tuesday, January 27th
Council Chamber
16. City Council Workshop: Muck removal project update
- 5:30 p.m., Tuesday, February 10th
Council Chamber
17. City Council Meeting
- 7:00 p.m., Tuesday, February 10th

Council Chamber

18. President's Day Holiday

Monday, February 16th

Offices closed

Gleason Park American Flag display

19. Tree Preservation Board

7:00 p.m., Wednesday, February 18th

Council Chamber

20. City Council Meeting

7:00 p.m., Tuesday, February 24th

Council Chamber



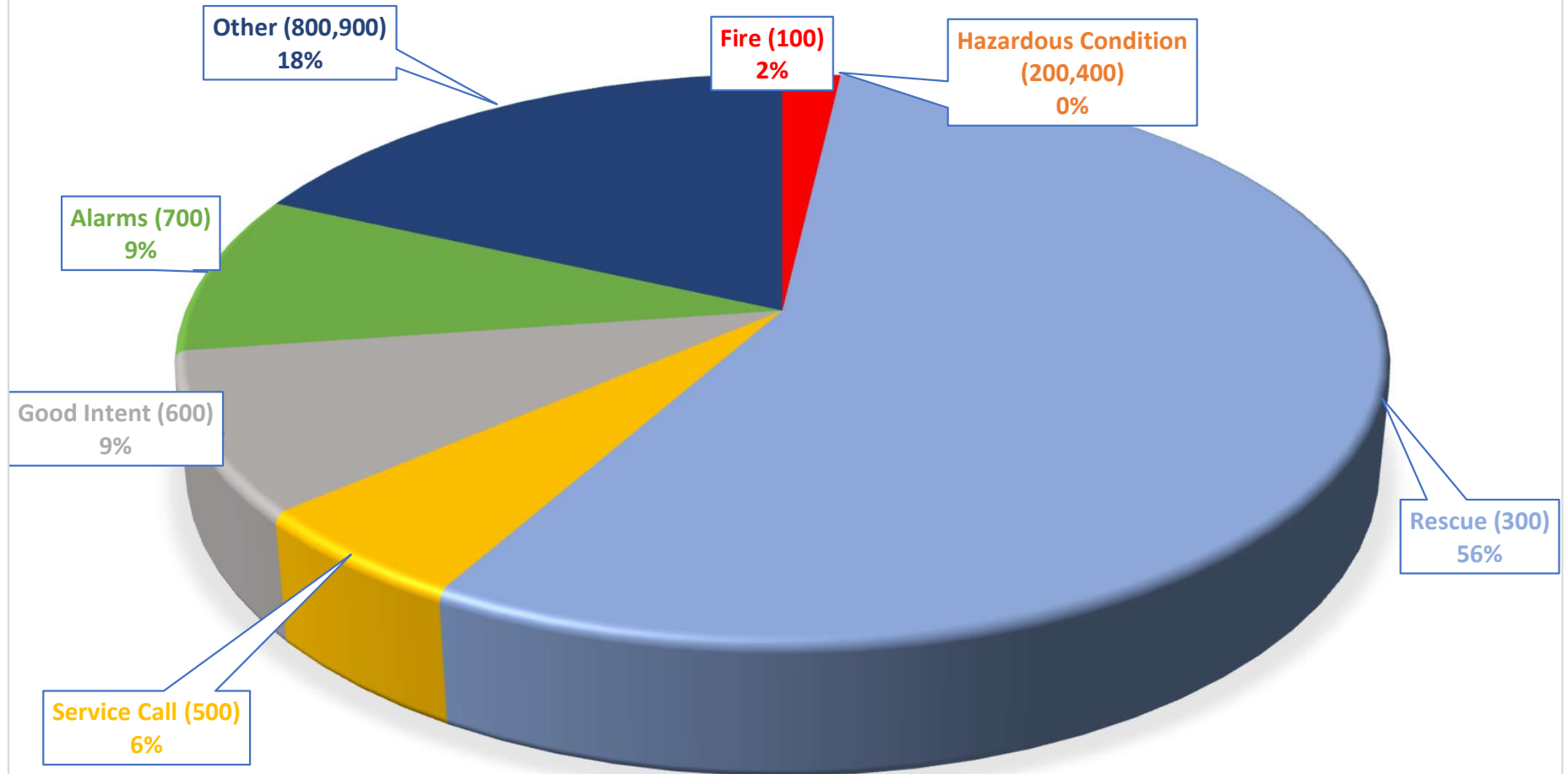
INDIAN HARBOR BEACH FIRE DEPARTMENT

INCIDENT RESPONSE ACTIVITY

DECEMBER 2025

Total Incidents		55
100	Fires	1
110	Other Fire	1
111	Building Fire	0
131	Vehicle Fire	0
200	Explosion, Rupture	0
300	Rescue	31
321	Emergency Medical Service	28
322	Motor Vehicle Crash	3
342	Water Rescue	0
351	Rescue/Extrication	0
353	Elevator Rescue	0
400	Hazardous Condition	0
412	Gas Leak (Natural or LPG)	0
424	Carbon Monoxide Leak	0
444	Wires Down	0
445	Arcing / Shorted Electrical Equipment	0
463	Other Hazardous Condition	0
500	Service Call	3
522	Water Leak	0
531	Smoke Removal	1
550	Other Public Service	2
554	Assst Invalid	0
600	Good Intent	5
600	Good Intent, Other	1
611	Cancelled Enroute	4
671	Unfounded Hazardous Materials	0
700	Alarms	5
733	Smoke Detector Activation, Malfunction	0
735	Alarm System Activation, Malfunction	0
743	Smoke Detector Activation, Unintentional	2
745	Alarm System Activation, Unintentional	3
746	Carbon Monoxide Alarm, Unfounded	0
800	Weather, Disaster	0
814	Lightning Strike, No Fire	0
900	Complaints, Other	10
901	Residential Safety Survey	0
902	PR Assignment	10
911	Citizen Complaint	0

DECEMBER 2025 SERVICE DEMAND BY INCIDENT TYPE



City of Indian Harbour Beach
Statement of Revenue and Expenditures
For the Period 11/1/2025 to 11/30/2025

Account Id	Account Description	Budgeted	Current Rev/Expd	YTD Rev/Expd	Balance	%Expd/ %Real
001-0000-311-1010	Gross Tax	8,159,353.00	135,103.29	135,103.29	(8,024,249.71)	2
001-0000-311-1020	Penalties	2,000.00	-	-	(2,000.00)	-
001-0000-311-1200	Disc for Early Payment of Tax	(297,816.00)	(6,582.37)	(6,582.37)	291,233.63	-
001-0000-311-2000	Delinquent Taxes	2,500.00	-	-	(2,500.00)	-
	311 Total	7,866,037.00	128,520.92	128,520.92	(7,737,516.08)	
001-0000-312-4130	Local Option Fuel Tax	351,000.00	18,529.56	18,529.56	(332,470.44)	5
	312 Total	351,000.00	18,529.56	18,529.56	(332,470.44)	
001-0000-314-1000	Utility Service Tax: Electric	546,000.00	54,073.06	54,073.06	(491,926.94)	10
001-0000-314-3000	Utility Service Tax: Water	105,000.00	11,988.86	11,988.86	(93,011.14)	11
001-0000-314-4000	Utility Service Tax: Gas	33,000.00	3,023.24	3,023.24	(29,976.76)	9
001-0000-314-8000	Utility Tax: Propane	1,520.00	115.95	115.95	(1,404.05)	8
	314 Total	685,520.00	69,201.11	69,201.11	(616,318.89)	
001-0000-315-2000	Communications Service Tax	210,000.00	23,259.63	23,259.63	(186,740.37)	11
	315 Total	210,000.00	23,259.63	23,259.63	(186,740.37)	
001-0000-323-1000	Franchise Fee: Electric	641,000.00	-	-	(641,000.00)	-
001-0000-323-4000	Franchise Fee: Gas	48,500.00	-	-	(48,500.00)	-
001-0000-323-7000	Franchise Fee: Solid Waste	130,000.00	64,869.00	-	(130,000.00)	-
	323 Total	819,500.00	64,869.00	-	(819,500.00)	
001-0000-334-1001	FL State Grants	-	-	128,504.67	128,504.67	-
	334 Total	-	-	128,504.67	128,504.67	
001-0000-335-1250	State Shared Sales Tax	337,000.00	22,561.78	22,561.78	(314,438.22)	7
001-0000-335-1251	Municipal Fuel Tax	48,718.00	4,858.20	4,858.20	(43,859.80)	10
001-0000-335-1252	Special & Motor Fuel Use Tax	295.00	27.45	27.45	(267.55)	9
001-0000-335-1400	Mobile Home License Tax	700.00	78.75	78.75	(621.25)	11
001-0000-335-1500	Alcoholic Beverage Tax	4,539.00	-	-	(4,539.00)	-
001-0000-335-1800	1/2 Cent Sales Tax	605,000.00	47,108.98	47,108.98	(557,891.02)	8
001-0000-335-4500	Fuel Tax Refunds: State of FL	3,035.00	-	-	(3,035.00)	-
	335 Total	999,287.00	74,635.16	74,635.16	(924,651.84)	
001-0000-338-1100	County Business Tax	6,850.00	791.87	791.87	(6,058.13)	12
	338 Total	6,850.00	791.87	791.87	(6,058.13)	
	0000 Total	10,938,194.00	379,807.25	443,442.92	(10,494,751.08)	
001-1900-316-0000	Local Business Tax	35,000.00	906.00	3,359.00	(31,641.00)	10
	316 Local Business Tax	35,000.00	906.00	3,359.00	(31,641.00)	
001-1900-329-5010	Alarm Permits	4,050.00	75.00	660.00	(3,390.00)	16
001-1900-329-5012	Vacation Rental Registration	28,000.00	3,000.00	7,250.00	(20,750.00)	26
001-1900-329-5015	Special Activity Permits	1,075.00	250.00	400.00	(675.00)	37
001-1900-329-5030	Miscellaneous Fees	-	100.00	165.00	165.00	-
	329 Total	33,125.00	3,425.00	8,475.00	(24,650.00)	
001-1900-343-9000	Recycling Fees: Waste Management	9,785.00	2,870.34	-	(9,785.00)	-
	343 Total	9,785.00	2,870.34	-	(9,785.00)	
001-1900-344-5000	Parking Fees	54,000.00	-	2,261.01	(51,738.99)	4
	344 Total	54,000.00	-	2,261.01	(51,738.99)	
001-1900-349-0010	Purchased Copies	10.00	-	-	(10.00)	-
001-1900-349-0015	Notary Fees	5.00	-	-	(5.00)	-
	349 Total	15.00	-	-	(15.00)	
001-1900-361-1000	Interest: Florida Prime (SBA)	9,750.00	-	-	(9,750.00)	-
001-1900-361-1055	Interest: Truist	39,750.00	-	-	(39,750.00)	-
001-1900-361-1100	Interest: Investment FMIvT	7,500.00	-	-	(7,500.00)	-
001-1900-361-1150	Interest: FL SAFE	350,000.00	-	-	(350,000.00)	-
001-1900-361-1200	Interest: Cnty Tax Collector	9,000.00	-	882.18	(8,117.82)	10
001-1900-361-2150	Dividends: FL SAFE	20,000.00	-	-	(20,000.00)	-
001-1900-361-3000	Net Inc/Dec Investment FV	-	-	-	-	-
	361 Total	436,000.00	-	882.18	(435,117.82)	
001-1900-364-0000	Disposition of Fixed Assets	5,000.00	-	-	(5,000.00)	-
	364 Disposition of Fixed Assets	5,000.00	-	-	(5,000.00)	
001-1900-366-2500	Safety Grant	5,000.00	-	-	(5,000.00)	-
	366 Donations: Private Sources	5,000.00	-	-	(5,000.00)	
001-1900-369-9042	Fire Truck Proceeds	22,352.00	-	-	(22,352.00)	-
001-1900-369-9110	Miscellaneous Revenue Gen Govt	1,000.00	-	1.22	(998.78)	0
001-1900-369-9112	Insurance Claim Revenue	-	5,073.09	5,073.09	5,073.09	-
	369 Total	23,352.00	5,073.09	5,074.31	(18,277.69)	
001-1900-394-0000	Prior Year Income	1,155,000.00	-	-	(1,155,000.00)	-
	394 Prior Year Income	1,155,000.00	-	-	(1,155,000.00)	
	1900 Total	1,756,277.00	12,274.43	20,051.50	(1,736,225.50)	

City of Indian Harbour Beach
Statement of Revenue and Expenditures
For the Period 11/1/2025 to 11/30/2025

Account Id	Account Description	Budgeted	Current Rev/Expd	YTD Rev/Expd	Balance	%Expd/ %Real
001-2100-312-5200	Casualty Ins Premium Tax	103,977.00	-	-	(103,977.00)	-
	312 Total	103,977.00	-	-	(103,977.00)	
001-2100-331-2001	Bulletproof Vest Grant	1,000.00	-	-	(1,000.00)	-
	331 Total	1,000.00	-	-	(1,000.00)	
001-2100-335-2910	Seized Tag Revenue	300.00	-	-	(300.00)	-
001-2100-335-2915	Online Crash Reports	400.00	50.00	50.00	(350.00)	13
	335 Total	700.00	50.00	50.00	(650.00)	
001-2100-337-2150	BC School Board: SRO	74,500.00	-	-	(74,500.00)	-
001-2100-337-2175	VOCA (Local Shared)	40,500.00	-	9,814.30	(30,685.70)	24
	337 Total	115,000.00	-	9,814.30	(105,185.70)	
001-2100-342-1000	Contract Services: Police	1,800.00	80.00	160.00	(1,640.00)	9
001-2100-342-1010	Purchased Copies	90.00	6.00	10.00	(80.00)	11
001-2100-342-1015	Fingerprinting/Notary Fees	180.00	6.00	6.00	(174.00)	3
	342 Total	2,070.00	92.00	176.00	(1,894.00)	
001-2100-351-9010	County Court Criminal	1,500.00	-	-	(1,500.00)	-
001-2100-351-9020	Circuit Court Criminal	1,500.00	218.95	446.10	(1,053.90)	30
001-2100-351-9040	Traffic Court	1,500.00	-	-	(1,500.00)	-
001-2100-351-9050	Traffic Fines	6,800.00	317.50	968.55	(5,831.45)	14
	351 Total	11,300.00	536.45	1,414.65	(9,885.35)	
001-2100-354-1000	Ordinance Violation Fees	400.00	-	-	(400.00)	-
001-2100-354-1100	Parking & Local Misc Citations	1,500.00	-	100.00	(1,400.00)	7
	354 Total	1,900.00	-	100.00	(1,800.00)	
001-2100-366-2000	Donations: Equipment/Supplies	1,500.00	5,000.00	5,000.00	3,500.00	333
	366 Donation-PD	1,500.00	5,000.00	5,000.00	3,500.00	
001-2100-369-9110	Miscellaneous Revenue PD	750.00	20.00	40.00	(710.00)	5
	369 Total	750.00	20.00	40.00	(710.00)	
	2100 Total	238,197.00	5,698.45	16,594.95	(221,602.05)	
001-2200-329-1060	Fire Plan Review Fees	2,000.00	721.49	3,001.23	1,001.23	150
	329 Total	2,000.00	721.49	3,001.23	1,001.23	
001-2200-334-2002	Firefighter Supplemental Compensation	1,320.00	-	-	(1,320.00)	-
	334 Total	1,320.00	-	-	(1,320.00)	
001-2200-342-2000	Fire Safety Inspection	18,500.00	1,040.00	4,700.00	(13,800.00)	25
001-2200-342-2050	Contract Svcs: Fire Marshal	550.00	-	-	(550.00)	-
001-2200-342-5010	Vacation Rental Inspections	5,500.00	425.00	1,105.00	(4,395.00)	20
	342 Total	24,550.00	1,465.00	5,805.00	(18,745.00)	
001-2200-366-2000	Donations: Equipment/Supplies	-	-	22,351.53	22,351.53	-
	366 Total	-	-	22,351.53	22,351.53	
	2200 Total	27,870.00	2,186.49	31,157.76	3,287.76	
001-2400-322-0000	Building Permits	83,000.00	8,412.19	18,335.60	(64,664.40)	22
001-2400-322-0030	Electrical Permits	9,050.00	1,502.50	2,249.00	(6,801.00)	25
001-2400-322-0040	Plumbing Permits	1,800.00	425.00	1,410.00	(390.00)	78
001-2400-322-0050	Mechanical Permits	13,000.00	1,296.00	2,997.00	(10,003.00)	23
	322 Building Permits	106,850.00	11,635.69	24,991.60	(81,858.40)	
001-2400-329-1000	Plan Checking Fees	17,000.00	4,019.61	9,253.13	(7,746.87)	54
001-2400-329-1010	Site Plans & Plat Fees	1,000.00	-	-	(1,000.00)	-
001-2400-329-1020	Rezoning, Variances, CLU	1,000.00	-	-	(1,000.00)	-
001-2400-329-1050	Reinspection Fee	650.00	54.00	216.00	(434.00)	33
001-2400-329-5030	Miscellaneous Fees	750.00	-	-	(750.00)	-
	329 Total	20,400.00	4,073.61	9,469.13	(10,930.87)	
001-2400-335-2930	BP Surcharge: City's Portion	250.00	81.45	186.36	(63.64)	75
	335 Total	250.00	81.45	186.36	(63.64)	
001-2400-359-2000	Special Magistrate Fees	500.00	-	-	(500.00)	-
	359 Total	500.00	-	-	(500.00)	
	2400 Total	128,000.00	15,790.75	34,647.09	(93,352.91)	
001-4100-344-9000	FL DOT Reimb for Median Maint	16,325.00	-	4,081.25	(12,243.75)	25
	344 Total	16,325.00	-	4,081.25	(12,243.75)	
	4100 Total	16,325.00	-	4,081.25	(12,243.75)	
001-7200-347-2110	Swimming Lessons	44,010.00	566.73	1,046.73	(42,963.27)	2
001-7200-347-2111	Activities: Swim Team	4,120.00	-	500.00	(3,620.00)	12
001-7200-347-2130	Arts/Crafts Annual Show	2,500.00	-	-	(2,500.00)	-
001-7200-347-2150	Classes: Dance & Exercise	2,370.00	66.00	167.00	(2,203.00)	7
001-7200-347-2160	Aquafit	2,680.00	231.66	231.66	(2,448.34)	9
001-7200-347-2170	Activities/Classes: Children	1,038.00	-	-	(1,038.00)	-
001-7200-347-2185	Activities: Summer	93,100.00	-	-	(93,100.00)	-

City of Indian Harbour Beach
Statement of Revenue and Expenditures
For the Period 11/1/2025 to 11/30/2025

Account Id	Account Description	Budgeted	Current Rev/Expd	YTD Rev/Expd	Balance	%Expd/ %Real
001-7200-347-2186	Summer Swim Team	4,500.00	-	-	(4,500.00)	-
001-7200-347-2190	Classes: Martial Arts, Fencing	1,120.00	37.50	99.00	(1,021.00)	9
001-7200-347-2400	Pool Fees	29,995.00	1,598.16	3,170.10	(26,824.90)	11
001-7200-347-2920	Pool Memberships	41,100.00	2,864.47	5,637.81	(35,462.19)	14
001-7200-347-2930	Facilities Rental	36,300.00	2,718.08	5,164.07	(31,135.93)	14
001-7200-347-2940	Miscellaneous Fees	500.00	(188.00)	(188.00)	(688.00)	(38)
001-7200-347-2942	Lifeguard Certificates: Misc Rev	-	1,000.00	1,000.00	1,000.00	-
	347 Total	263,333.00	8,894.60	16,828.37	(246,504.63)	
001-7200-366-1500	Donations	350.00	-	-	(350.00)	-
001-7200-366-1550	Contributions: Paver Project	800.00	-	-	(800.00)	-
	366 Total	1,150.00	-	-	(1,150.00)	
001-7200-369-9110	Miscellaneous Revenue REC	900.00	248.00	392.00	(508.00)	44
001-7200-369-9111	Vending Machine Revenue	1,850.00	-	128.97	(1,721.03)	7
001-7200-369-9116	5K Race Revenues	16,000.00	-	-	(16,000.00)	-
	369 Total	18,750.00	248.00	520.97	(18,229.03)	
	7200 Total	283,233.00	9,142.60	17,349.34	(265,883.66)	
	General Fund Revenue Totals	13,388,096.00	424,899.97	567,324.81	(12,820,771.19)	
001-1100-510-0000	LEGISLATIVE PERSONNEL SERVICES	-	-	-	-	-
001-1100-510-2100	PAYROLL TAX: SOCIAL SECURITY	1,750.00	86.80	173.60	1,576.40	10
001-1100-510-2110	PAYROLL TAX: MEDICARE	400.00	20.32	40.64	359.36	10
001-1100-510-2310	INSURANCE: LIFE	200.00	18.90	37.80	162.20	19
	510 LEGISLATIVE PERSONNEL SERVICES	2,350.00	126.02	252.04	2,097.96	
001-1100-511-0000	LEGISLATIVE OPERATING EXPENDITURES	-	-	-	-	-
001-1100-511-3125	SERVICES: LEGISLATIVE ADVOCACY	24,000.00	2,000.00	4,000.00	20,000.00	17
001-1100-511-4000	EXPENSE ALLOWANCE	16,800.00	1,400.00	2,800.00	14,000.00	17
001-1100-511-4102	TELEPHONE: WIRELESS SERVICE	3,107.00	-	-	3,107.00	-
001-1100-511-4720	HARBOUR HIGHLIGHTS	26,500.00	-	4,348.24	22,151.76	16
001-1100-511-4800	PUBLIC RELATIONS	7,300.00	7,418.42	7,418.42	(118.42)	102
001-1100-511-4920	MEETING EXPENSE	2,450.00	-	175.00	2,275.00	7
001-1100-511-4930	MISCELLANEOUS EXPENSE	800.00	35.46	35.46	764.54	4
001-1100-511-4980	AWARDS	200.00	-	-	200.00	-
001-1100-511-5560	TRAINING/CONFERENCES	9,000.00	-	152.75	8,847.25	2
	511 LEGISLATIVE OPERATING EXPENDITURES	90,157.00	10,853.88	18,929.87	71,227.13	
	1100 LEGISLATIVE	92,507.00	10,979.90	19,181.91	73,325.09	
001-1200-510-0000	EXECUTIVE PERSONNEL SERVICES	-	-	-	-	-
001-1200-510-1100	SALARY: CITY MANAGER	163,218.00	12,913.72	25,827.44	137,390.56	16
001-1200-510-1110	SALARY: MANAGEMENT ANALYST	76,947.00	5,920.00	11,638.47	65,308.53	15
001-1200-510-1205	SALARY: CITY CLERK	107,872.00	7,532.60	15,443.13	92,428.87	14
001-1200-510-1250	SALARY: ADMINISTRATIVE ASSISTANT	62,418.00	3,328.00	6,320.00	56,098.00	10
001-1200-510-1275	SALARY: SPECIAL PROJECTS COORD	-	25,859.93	31,096.27	(31,096.27)	-
001-1200-510-1280	SALARY: COMMUNICATIONS MANAGER	34,050.00	-	-	34,050.00	-
001-1200-510-1400	OVERTIME	300.00	7.80	15.60	284.40	5
001-1200-510-2100	PAYROLL TAX: SOCIAL SECURITY	27,559.00	3,443.68	5,573.53	21,985.47	20
001-1200-510-2110	PAYROLL TAX: MEDICARE	6,445.00	805.37	1,303.48	5,141.52	20
001-1200-510-2200	STATE RETIREMENT: HA/PA	39,464.00	5,973.04	8,670.11	30,793.89	22
001-1200-510-2210	STATE RETIREMENT: HM	54,253.00	4,292.52	8,585.04	45,667.96	16
001-1200-510-2310	INSURANCE: LIFE	2,881.00	249.00	496.80	2,384.20	17
001-1200-510-2320	INSURANCE: HEALTH	51,924.00	3,907.28	7,814.56	44,109.44	15
001-1200-510-2340	INSURANCE: DENTAL	2,111.00	162.48	324.96	1,786.04	15
001-1200-510-2360	INSURANCE: VISION	370.00	27.12	54.24	315.76	15
	510 EXECUTIVE PERSONNEL SERVICES	629,812.00	74,422.54	123,163.63	506,648.37	
001-1200-512-0000	EXECUTIVE OPERATING EXPENDITURES	-	-	-	-	-
001-1200-512-4000	VEHICLE ALLOWANCE	6,000.00	500.00	1,000.00	5,000.00	17
001-1200-512-4102	TELEPHONE: WIRELESS SERVICE	-	-	-	-	-
001-1200-512-4104	TELEPHONE: CELL ALLOWANCE	1,000.00	125.00	250.00	750.00	25
001-1200-512-4920	MEETING EXPENSES	450.00	-	70.00	380.00	16
001-1200-512-5410	PROF ORG MEMBERSHIP FEES/DUES	3,500.00	450.00	3,146.00	354.00	90
001-1200-512-5420	SUBSCRIPTIONS	11,025.00	-	-	11,025.00	-
001-1200-512-5560	TRAINING/CONFERENCES	16,245.00	1,473.34	4,221.06	12,023.94	26
	512 EXECUTIVE OPERATING EXPENDITURES	38,220.00	2,548.34	8,687.06	29,532.94	
	1200 EXECUTIVE	668,032.00	76,970.88	131,850.69	536,181.31	
001-1300-510-0000	FINANCIAL PERSONNEL SERVICES	-	-	-	-	-
001-1300-510-1110	SALARY: COMPTROLLER	135,239.00	10,413.09	20,568.93	114,670.07	15

City of Indian Harbour Beach
Statement of Revenue and Expenditures
For the Period 11/1/2025 to 11/30/2025

Account Id	Account Description	Budgeted	Current Rev/Expd	YTD Rev/Expd	Balance	%Expd/ %Real
001-1300-510-1205	SALARY: ASSISTANT COMPTROLLER	72,423.00	7,588.59	13,071.09	59,351.91	18
001-1300-510-2100	PAYROLL TAX: SOCIAL SECURITY	12,875.00	1,079.46	2,012.39	10,862.61	16
001-1300-510-2110	PAYROLL TAX: MEDICARE	3,011.00	252.46	470.63	2,540.37	16
001-1300-510-2200	STATE RETIREMENT: HA/PA	29,135.00	2,525.63	4,719.70	24,415.30	16
001-1300-510-2310	INSURANCE: LIFE	1,440.00	123.60	247.20	1,192.80	17
001-1300-510-2320	INSURANCE: HEALTH	36,445.00	2,442.04	4,884.08	31,560.92	13
001-1300-510-2340	INSURANCE: DENTAL	1,662.00	101.39	202.78	1,459.22	12
001-1300-510-2360	INSURANCE: VISION	271.00	18.08	36.16	234.84	13
510 FINANCIAL PERSONNEL SERVICES		292,501.00	24,544.34	46,212.96	246,288.04	
001-1300-513-0000	FINANCIAL OPERATING EXPENDITURES	-	-	-	-	-
001-1300-513-3100	FEES: ACTUARIAL	4,800.00	-	-	4,800.00	-
001-1300-513-3200	AUDIT	50,000.00	2,525.00	3,525.00	46,475.00	7
001-1300-513-4102	TELEPHONE: WIRELESS SERVICE	-	-	-	-	-
001-1300-513-4104	TELEPHONE: CELL ALLOWANCE	900.00	75.00	150.00	750.00	17
001-1300-513-4920	MEETING EXPENSES	150.00	-	-	150.00	-
001-1300-513-5410	PROF ORG MEMBERSHIP FEES/DUES	1,000.00	-	1,179.11	(179.11)	118
001-1300-513-5430	PUBLICATIONS/BOOKS/MANUALS	250.00	-	-	250.00	-
001-1300-513-5560	TRAINING/CONFERENCES	5,000.00	154.93	2,068.39	2,931.61	41
513 FINANCIAL OPERATING EXPENDITURES		62,100.00	2,754.93	6,922.50	55,177.50	
1300 FINANCIAL		354,601.00	27,299.27	53,135.46	301,465.54	
001-1350-510-0000	INFORMATION TECHNOLOGY PERSONNEL SERVICE	-	-	-	-	-
001-1350-510-1111	SALARY: IT DIRECTOR	123,574.00	14,427.57	23,787.93	99,786.07	19
001-1350-510-1206	SALARY: IT SPECIALIST	61,538.00	2,366.40	7,027.98	54,510.02	11
001-1350-510-1400	OVERTIME	1,000.00	22.19	22.19	977.81	2
001-1350-510-2100	PAYROLL TAX: SOCIAL SECURITY	11,477.00	1,000.40	1,827.56	9,649.44	16
001-1350-510-2110	PAYROLL TAX: MEDICARE	2,684.00	233.97	427.42	2,256.58	16
001-1350-510-2200	STATE RETIREMENT: HA/PA	25,971.00	2,359.31	4,326.59	21,644.41	17
001-1350-510-2310	INSURANCE: LIFE	1,270.00	112.50	225.00	1,045.00	18
001-1350-510-2320	INSURANCE: HEALTH	31,037.00	1,601.96	4,180.74	26,856.26	13
001-1350-510-2340	INSURANCE: DENTAL	1,173.00	65.46	163.26	1,009.74	14
001-1350-510-2360	INSURANCE: VISION	271.00	13.55	36.14	234.86	13
510 INFORMATION TECHNOLOGY PERSONNEL SERVICE		259,995.00	22,203.31	42,024.81	217,970.19	
001-1350-513-0000	INFORMATION TECH OPERATING EXPENDITURES	-	-	-	-	-
001-1350-513-4100	TELEPHONE	19,000.00	160.00	320.00	18,680.00	2
001-1350-513-4102	TELEPHONE: WIRELESS SERVICE	40,000.00	7,134.94	13,420.73	26,579.27	34
001-1350-513-4104	TELEPHONE: CELL ALLOWANCE	840.00	70.00	140.00	700.00	17
001-1350-513-4115	TELEPHONE SYSTEM: REPAIR	4,000.00	-	-	4,000.00	-
001-1350-513-4125	INTERNET & BACKUP SERVICE	38,500.00	4,658.82	9,057.65	29,442.35	24
001-1350-513-4130	CABLE SERVICE/EQUIPMENT	1,500.00	124.68	124.68	1,375.32	8
001-1350-513-4411	COPIER LEASE & MAINTENANCE	8,500.00	285.77	569.62	7,930.38	7
001-1350-513-4600	MAINT: COMPUTERS/PRINTERS	5,000.00	-	332.50	4,667.50	7
001-1350-513-4620	MAINT: CONTRACTS/ANNUAL FEES	25,000.00	-	-	25,000.00	-
001-1350-513-4621	WEB BASED SUBSCRIPTIONS	156,000.00	11,701.48	49,743.06	106,256.94	32
001-1350-513-4920	MEETING EXPENSES	200.00	-	-	200.00	-
001-1350-513-4930	MISCELLANEOUS EXPENSE	-	260.98	260.98	(260.98)	-
001-1350-513-5260	SUPPLIES: COMPUTER & SOFTWARE	5,000.00	16.00	259.35	4,740.65	5
001-1350-513-5410	PROF ORG MEMBERSHIP FEES/DUES	1,000.00	150.00	150.00	850.00	15
001-1350-513-5560	TRAINING/CONFERENCES	2,500.00	-	-	2,500.00	-
001-1350-513-6450	NON-FA EQUIPMENT	-	-	-	-	-
001-1350-513-6460	NON-FA EQUIP: COMPUTER/PRINTER	18,000.00	104.19	8,691.12	9,308.88	48
001-1350-513-7212	COPIER LEASE: INTEREST	-	21.65	45.22	(45.22)	-
513 INFORMATION TECH OPERATING EXPENDITURES		325,040.00	24,688.51	83,114.91	241,925.09	
1350 INFORMATION TECHNOLOGY		585,035.00	46,891.82	125,139.72	459,895.28	
001-1400-514-0000	LEGAL EXPENSES OTHER EXPENDITURES	-	-	-	-	-
001-1400-514-3110	FEES: LEGAL	73,000.00	5,579.75	11,009.50	61,990.50	15
001-1400-514-4900	LEGAL NOTICES	8,000.00	310.36	891.03	7,108.97	11
514 LEGAL EXPENSES OTHER EXPENDITURES		81,000.00	5,890.11	11,900.53	69,099.47	
1400 LEGAL		81,000.00	5,890.11	11,900.53	69,099.47	
001-1500-513-6410	FA EQUIP: COMPUTERS/PRINTERS	5,000.00	-	-	5,000.00	-
513 Total		5,000.00	-	-	5,000.00	
001-1500-519-6310	PROPERTY IMPROVEMENT	85,000.00	-	-	85,000.00	-
519 Total		85,000.00	-	-	85,000.00	
001-1500-521-0000	CAPITAL OUTLAY - POLICE DEPARTMENT	-	-	-	-	-
001-1500-521-6200	BUILDING IMP & FIXED EQUIP	47,282.00	27,000.00	27,000.00	20,282.00	57

City of Indian Harbour Beach
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Account Id	Account Description	Budgeted	Current Rev/Expd	YTD Rev/Expd	Balance	%Expd/ %Real
001-1500-521-6400	FA EQUIPMENT	127,056.00	-	7,100.00	119,956.00	6
001-1500-521-6440	FA EQUIPMENT: VEHICLES	97,392.00	-	-	97,392.00	-
	521 CAPITAL OUTLAY - POLICE DEPARTMENT	271,730.00	27,000.00	34,100.00	237,630.00	
001-1500-522-0000	CAPITAL OUTLAY- FIRE DEPARTMENT	-	-	-	-	-
001-1500-522-6220	BUILDING: FIRE STATION EXPANSION	1,205,000.00	-	-	1,205,000.00	-
001-1500-522-6400	FA EQUIPMENT	59,400.00	-	13,732.96	45,667.04	23
001-1500-522-6440	FA EQUIPMENT: VEHICLES	200,000.00	-	-	200,000.00	-
	522 CAPITAL OUTLAY- FIRE DEPARTMENT	1,464,400.00	-	13,732.96	1,450,667.04	
001-1500-541-0000	CAPITAL OUTLAY- PUBLIC WORKS	-	-	-	-	-
001-1500-541-6200	BUILDING IMP & FIXED EQUIP	123,880.00	5,937.50	26,785.00	97,095.00	22
001-1500-541-6310	DRAINAGE IMPROVEMENTS	-	66,272.98	94,215.02	(94,215.02)	-
001-1500-541-6311	DRAINAGE IMPROVEMENTS: GRANTS	-	-	-	-	-
001-1500-541-6320	PAVING & STREET IMPROVEMENTS	247,200.00	-	-	247,200.00	-
001-1500-541-6350	PARK IMPROVEMENTS	61,200.00	-	-	61,200.00	-
001-1500-541-6430	FA EQUIPMENT: TRACTORS/MOWERS	20,000.00	-	15,199.00	4,801.00	76
	541 CAPITAL OUTLAY- PUBLIC WORKS	452,280.00	72,210.48	136,199.02	316,080.98	
001-1500-572-0000	CAPITAL OUTLAY- RECREATION	-	-	-	-	-
001-1500-572-6200	BUILDING IMP & FIXED EQUIP	40,800.00	-	26,361.65	14,438.35	65
001-1500-572-6315	DISASTER RELATED IMPROVEMENTS	-	-	-	-	-
001-1500-572-6355	ALGONQUIN COMPLEX IMPROVEMENTS	330,384.00	8,140.00	13,986.25	316,397.75	4
001-1500-572-6420	FA EQUIPMENT: POOL/POOL HOUSE	26,000.00	-	-	26,000.00	-
001-1500-572-6430	FA EQUIPMENT: PARKS	34,057.00	-	24,057.50	9,999.50	71
	572 CAPITAL OUTLAY- RECREATION	431,241.00	8,140.00	64,405.40	366,835.60	
	1500 Total	2,709,651.00	107,350.48	248,437.38	2,461,213.62	
001-1900-519-0000		-	-	-	-	-
001-1900-519-3121	CONSULTING: NPDES	7,500.00	-	-	7,500.00	-
001-1900-519-3122	CONSULTING: MISCELLANEOUS	73,263.00	26,487.68	32,566.17	40,696.83	44
001-1900-519-3140	EMPLOYMENT MEDICAL SERVICES	200.00	-	63.00	137.00	32
001-1900-519-4200	FREIGHT & POSTAGE SERVICES	5,500.00	392.17	392.17	5,107.83	7
001-1900-519-4300	ELECTRICITY	16,640.00	62.90	126.13	16,513.87	1
001-1900-519-4330	TRASH	5,511.00	841.43	1,602.15	3,908.85	29
001-1900-519-4340	SOLID WASTE DISP TAX - COUNTY	7,250.00	7,570.37	7,570.37	(320.37)	104
001-1900-519-4370	GAS UTILITY	685.00	59.21	120.30	564.70	18
001-1900-519-4380	WATER	2,190.00	171.92	171.92	2,018.08	8
001-1900-519-4500	INSURANCE: GENERAL	459,399.00	21,648.19	246,615.29	212,783.71	54
001-1900-519-4510	INSURANCE: EMP ASSISTANCE	1,440.00	109.35	328.05	1,111.95	23
001-1900-519-4700	PRINTING & COPIES	5,200.00	239.37	426.37	4,773.63	8
001-1900-519-4710	ORDINANCE CODIFICATION	-	-	10.00	(10.00)	-
001-1900-519-4810	SPECIAL EVENTS EXPENSE	-	285.67	285.67	(285.67)	-
001-1900-519-4905	LIEN & COURT FILING FEES	50.00	-	-	50.00	-
001-1900-519-4920	MEETING EXPENSE	580.00	-	-	580.00	-
001-1900-519-4930	MISCELLANEOUS EXPENSE	5,600.00	267.37	4,218.76	1,381.24	75
001-1900-519-4931	CITY MANAGER CONTINGENCY	240,864.00	-	-	240,864.00	-
001-1900-519-4934	SERVICE CHARGES/FEES	1,800.00	120.00	120.00	1,680.00	7
001-1900-519-4935	STORMWATER TAX COLLECTION FEE	6,300.00	-	-	6,300.00	-
001-1900-519-4936	BC BUSINESS TAX COMMISSION	5,300.00	560.84	560.84	4,739.16	11
001-1900-519-4960	ELECTION EXPENSE	19,500.00	-	-	19,500.00	-
001-1900-519-5100	SUPPLIES: OFFICE	3,900.00	274.24	849.57	3,050.43	22
001-1900-519-5250	SUPPLIES: MISCELLANEOUS	-	-	37.95	(37.95)	-
001-1900-519-5253	SUPPLIES: KITCHEN/1ST AID	925.00	98.94	111.26	813.74	12
001-1900-519-5410	MEMB FEES/DUES PROF ORG	2,500.00	-	-	2,500.00	-
001-1900-519-6450	NON-FA EQUIPMENT	400.00	-	-	400.00	-
	519 Total	872,497.00	59,189.65	296,175.97	576,321.03	
001-1900-541-0000	DRAINAGE IMPROVEMENTS	-	-	-	-	-
001-1900-572-0000	PARK	-	-	-	-	-
001-1900-590-4910	CONTINGENCY	-	-	-	-	-
	590 Total	-	-	-	-	
	1900 GENERAL GOVERNMENT OTHER	872,497.00	59,189.65	296,175.97	576,321.03	
001-2100-510-0000	POLICE DEPARTMENT PERSONNEL SERVICES	-	-	-	-	-
001-2100-510-1110	SALARY: POLICE CHIEF	155,850.00	18,182.86	30,053.51	125,796.49	19
001-2100-510-1115	SALARY: DEPUTY CHIEF	118,556.00	9,075.64	18,467.91	100,088.09	16
001-2100-510-1117	SALARY: LIEUTENANT	93,722.00	10,785.60	17,879.12	75,842.88	19
001-2100-510-1210	SALARY: ADMINISTRATIVE SUPPORT	60,565.00	4,657.60	9,252.50	51,312.50	15
001-2100-510-1228	SALARY: VICTIM ADVOCATE	50,806.00	1,090.84	4,945.41	45,860.59	10

City of Indian Harbour Beach
Statement of Revenue and Expenditures
For the Period 11/1/2025 to 11/30/2025

Account Id	Account Description	Budgeted	Current Rev/Expd	YTD Rev/Expd	Balance	%Expd/ %Real
001-2100-510-1229	SALARY: SRO	64,667.00	5,223.13	10,373.94	54,293.06	16
001-2100-510-1230	SALARY: POLICE OFFICERS	1,176,618.00	87,388.70	171,221.65	1,005,396.35	15
001-2100-510-1231	SHIFT DIFFERENTIAL: POLICE	14,000.00	1,030.75	1,747.00	12,253.00	12
001-2100-510-1232	HOLIDAY PAY: POLICE OFFICERS	60,000.00	5,855.64	5,855.64	54,144.36	10
001-2100-510-1233	POSITION PAY: CORPORAL	10,000.00	461.52	923.04	9,076.96	9
001-2100-510-1234	POSITION PAY: DETECTIVES	4,000.00	230.76	461.52	3,538.48	12
001-2100-510-1235	POSITION PAY: COP	3,000.00	307.68	615.36	2,384.64	21
001-2100-510-1236	COURT ATTENDANCE	3,300.00	577.92	822.48	2,477.52	25
001-2100-510-1238	POLICE CONTRACT SERVICE	2,000.00	-	600.00	1,400.00	30
001-2100-510-1240	SALARY: COMMUNICATIONS	319,836.00	32,236.82	62,253.97	257,582.03	19
001-2100-510-1242	HOLIDAY PAY: COMMUNICATIONS	8,100.00	1,224.12	1,224.12	6,875.88	15
001-2100-510-1245	POSITION PAY: COMM LEADER	2,000.00	-	-	2,000.00	-
001-2100-510-1248	SHIFT DIFFERENTIAL: SWING	2,660.00	-	-	2,660.00	-
001-2100-510-1249	SHIFT DIFFERENTIAL: MID	4,500.00	468.00	837.60	3,662.40	19
001-2100-510-1270	CROSSING GUARDS	27,815.00	2,429.61	4,425.15	23,389.85	16
001-2100-510-1400	OVERTIME	27,000.00	4,224.70	6,813.92	20,186.08	25
001-2100-510-1450	OVERTIME: NON-OFFICER	36,000.00	3,928.68	7,194.39	28,805.61	20
001-2100-510-1500	INCENTIVE PAY - STATE PROGRAM	17,000.00	1,301.75	2,529.65	14,470.35	15
001-2100-510-1501	INCENTIVE PAY - CITY PROGRAM	27,900.00	-	-	27,900.00	-
001-2100-510-1505	911 PST PAY	7,500.00	415.44	830.88	6,669.12	11
001-2100-510-1520	EXCEL PROGRAM	5,268.00	-	-	5,268.00	-
001-2100-510-1540	FIRST RESPONDER PAYMENTS	21,000.00	-	-	21,000.00	-
001-2100-510-1610	VACATION BUYBACK	8,500.00	-	-	8,500.00	-
001-2100-510-1615	LUMP SUM LEAVE PAYOUT	50,000.00	-	-	50,000.00	-
001-2100-510-2100	PAYROLL TAX: SOCIAL SECURITY	144,067.00	11,292.16	21,251.27	122,815.73	15
001-2100-510-2110	PAYROLL TAX: MEDICARE	33,693.00	2,640.92	4,970.11	28,722.89	15
001-2100-510-2200	STATE RETIREMENT: HA/PA	78,632.00	7,295.85	14,225.25	64,406.75	18
001-2100-510-2225	PENSION: POSPP	46,994.00	2,028.25	4,092.33	42,901.67	9
001-2100-510-2230	PENSION: MPORF	478,873.00	29,234.05	53,638.81	425,234.19	11
001-2100-510-2235	FL STATE INSURANCE PREMIUM TAX	103,977.00	-	128,504.67	(24,527.67)	124
001-2100-510-2310	INSURANCE: LIFE	15,181.00	1,142.40	2,348.70	12,832.30	15
001-2100-510-2320	INSURANCE: HEALTH	426,101.00	32,125.30	67,767.13	358,333.87	16
001-2100-510-2340	INSURANCE: DENTAL	21,645.00	1,580.44	3,336.14	18,308.86	15
001-2100-510-2360	INSURANCE: VISION	4,613.00	327.55	684.92	3,928.08	15
510 POLICE DEPARTMENT PERSONNEL SERVICES		3,735,939.00	278,764.68	660,148.09	3,075,790.91	
001-2100-521-0000	POLICE DEPARTMENT OPERATING EXPENDITURES	-	-	-	-	-
001-2100-521-3140	EMPLOYMENT MEDICAL SERVICES	2,500.00	1,053.00	1,053.00	1,447.00	42
001-2100-521-3450	CONTRACT: BIO-HAZARD DISPOSAL	600.00	-	-	600.00	-
001-2100-521-3460	CONTRACT: JANITORIAL	17,700.00	1,485.00	2,970.00	14,730.00	17
001-2100-521-3510	INVESTIGATION EXPENSES	2,500.00	50.00	321.90	2,178.10	13
001-2100-521-4200	FREIGHT & POSTAGE SERVICES	2,500.00	104.25	482.77	2,017.23	19
001-2100-521-4300	ELECTRICITY	42,000.00	3,299.13	6,964.26	35,035.74	17
001-2100-521-4330	TRASH	2,300.00	186.15	558.45	1,741.55	24
001-2100-521-4380	WATER	2,275.00	173.11	173.11	2,101.89	8
001-2100-521-4611	MAINT: PEST CONTROL - BLDGS	600.00	100.00	100.00	500.00	17
001-2100-521-4620	MAINT: CONTRACTS/ANNUAL FEES	74,000.00	1,100.00	15,670.90	58,329.10	21
001-2100-521-4621	MAINT: WEB BASED SUBSCRIPTION	30,750.00	175.00	175.00	30,575.00	1
001-2100-521-4622	MAINT: 911 RENEWAL FEES	100.00	-	-	100.00	-
001-2100-521-4630	MAINT: VEHICLE	30,000.00	1,037.78	3,538.83	26,461.17	12
001-2100-521-4632	MAINT: VEHICLE SUPPLIES	200.00	-	-	200.00	-
001-2100-521-4636	MAINT: PATROL BOAT #18	1,300.00	-	73.81	1,226.19	6
001-2100-521-4640	MAINT: AIR CONDITIONER	1,000.00	-	295.23	704.77	30
001-2100-521-4650	MAINT: EQUIPMENT	2,500.00	-	228.10	2,271.90	9
001-2100-521-4660	MAINT: BUILDING	1,250.00	-	129.00	1,121.00	10
001-2100-521-4665	MAINT: GROUNDS/PROPERTY	625.00	-	-	625.00	-
001-2100-521-4690	MAINT: RADIO	750.00	264.00	264.00	486.00	35
001-2100-521-4700	PRINTING & COPIES	2,500.00	95.00	194.19	2,305.81	8
001-2100-521-4800	PUBLIC RELATIONS	2,000.00	48.99	48.99	1,951.01	2
001-2100-521-4816	NATIONAL NIGHT OUT EXPENSES	1,000.00	-	-	1,000.00	-
001-2100-521-4915	DISASTER PREP & EXPENSES	1,500.00	-	-	1,500.00	-
001-2100-521-4920	MEETING EXPENSE	630.00	29.45	29.45	600.55	5
001-2100-521-4930	MISCELLANEOUS EXPENSE	4,900.00	52.23	272.44	4,627.56	6
001-2100-521-4932	FINGERPRINTING/BACKGROUND CKS	1,500.00	700.00	700.00	800.00	47
001-2100-521-4980	AWARDS	700.00	-	40.00	660.00	6

City of Indian Harbour Beach
Statement of Revenue and Expenditures
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Account Id	Account Description	Budgeted	Current Rev/Expd	YTD Rev/Expd	Balance	%Expd/ %Real
001-2100-521-5100	SUPPLIES: OFFICE	3,450.00	59.79	610.88	2,839.12	18
001-2100-521-5210	GASOLINE	54,000.00	2,429.65	6,248.19	47,751.81	12
001-2100-521-5220	DIESEL FUEL	2,000.00	11.32	1,057.09	942.91	53
001-2100-521-5230	UNIFORMS: POLICE	8,000.00	350.22	6,058.38	1,941.62	76
001-2100-521-5231	UNIFORMS: FOOTWEAR ALLOWANCE	2,100.00	-	100.00	2,000.00	5
001-2100-521-5234	UNIFORMS: CROSSING GUARDS	500.00	-	106.47	393.53	21
001-2100-521-5240	UNIFORMS: COMMUNICATIONS	650.00	-	-	650.00	-
001-2100-521-5250	SUPPLIES: MISCELLANEOUS	4,850.00	2,847.91	3,430.04	1,419.96	71
001-2100-521-5251	SUPPLIES: DONATED	-	387.00	387.00	(387.00)	-
001-2100-521-5253	SUPPLIES: KITCHEN/1ST AID	1,500.00	101.12	626.04	873.96	42
001-2100-521-5255	SUPPLIES: JANITORIAL	200.00	-	63.38	136.62	32
001-2100-521-5257	SUPPLIES: EMS	1,500.00	508.00	1,099.96	400.04	73
001-2100-521-5410	PROF ORG MEMBERSHIP FEES/DUES	635.00	50.00	50.00	585.00	8
001-2100-521-5430	PUBLICATIONS/BOOKS/MANUALS	590.00	-	-	590.00	-
001-2100-521-5440	EMPLOYEE EDUCATION	15,000.00	-	3,225.00	11,775.00	22
001-2100-521-5560	TRAINING/CONFERENCES	25,490.00	668.24	1,981.24	23,508.76	8
001-2100-521-6450	NON-FA EQUIPMENT	7,400.00	-	-	7,400.00	-
001-2100-521-6470	NON-FA EQUIPMENT: EMS	1,700.00	-	-	1,700.00	-
001-2100-521-6481	NON-FA EQUIPMENT: BVP GRANT	-	655.00	655.00	(655.00)	-
001-2100-521-6498	NON-FA EQUIPMENT: DONATIONS	-	-	193.98	(193.98)	-
521 POLICE DEPARTMENT OPERATING EXPENDITURES		359,745.00	18,021.34	60,176.08	299,568.92	
2100 POLICE DEPARTMENT		4,095,684.00	296,786.02	720,324.17	3,375,359.83	
001-2200-510-0000	FIRE DEPARTMENT PERSONNEL SERVICES	-	-	-	-	-
001-2200-510-1110	SALARY: FIRE CHIEF	126,869.00	10,173.58	20,079.05	106,789.95	16
001-2200-510-1230	FIRE MARSHALL/CODE ENF	78,676.00	6,749.14	12,717.54	65,958.46	16
001-2200-510-1240	SALARY: MAINT SPECIALISTS II	166,857.00	4,116.51	7,996.26	158,860.74	5
001-2200-510-2100	PAYROLL TAX: SOCIAL SECURITY	23,089.00	1,434.43	2,717.85	20,371.15	12
001-2200-510-2110	PAYROLL TAX: MEDICARE	5,399.00	335.49	635.67	4,763.33	12
001-2200-510-2200	STATE RETIREMENT: HA/PA	79,093.00	5,104.53	9,971.97	69,121.03	13
001-2200-510-2220	FIREFIGHTER'S SUPPLEMENTAL COMPENSATION	1,320.00	-	-	1,320.00	-
001-2200-510-2310	INSURANCE: LIFE	1,400.00	126.00	252.00	1,148.00	18
001-2200-510-2320	INSURANCE: HEALTH	31,037.00	1,953.64	3,907.28	27,129.72	13
001-2200-510-2340	INSURANCE: DENTAL	1,571.00	130.92	261.84	1,309.16	17
001-2200-510-2360	INSURANCE: VISION	325.00	27.10	54.20	270.80	17
510 FIRE DEPARTMENT PERSONNEL SERVICES		515,636.00	30,151.34	58,593.66	457,042.34	
001-2200-522-0000	FIRE DEPARTMENT OPERATING EXPENDITURES	-	-	-	-	-
001-2200-522-3115	VOLUNTEER FIREFIGHTER STIPEND	16,000.00	2,160.00	3,170.00	12,830.00	20
001-2200-522-3140	EMPLOYMENT MEDICAL SERVICES	15,000.00	267.00	1,376.00	13,624.00	9
001-2200-522-3150	CONTRACT: MEDICAL DIRECTOR	3,600.00	300.00	600.00	3,000.00	17
001-2200-522-3460	CONTRACT: JANITORIAL	6,240.00	540.00	1,020.00	5,220.00	16
001-2200-522-4105	TELEPHONE: SATELLITE SERVICE	2,400.00	187.02	371.28	2,028.72	15
001-2200-522-4200	FREIGHT & POSTAGE SERVICES	25.00	103.58	103.58	(78.58)	414
001-2200-522-4300	ELECTRICITY	10,500.00	657.59	1,494.68	9,005.32	14
001-2200-522-4370	GAS UTILITY	600.00	51.54	108.82	491.18	18
001-2200-522-4380	WATER	1,500.00	94.32	94.32	1,405.68	6
001-2200-522-4613	MAINT: AIR FILL STATION	1,700.00	-	-	1,700.00	-
001-2200-522-4615	MAINT: SIREN SYSTEM	500.00	-	-	500.00	-
001-2200-522-4616	MAINT: EXHAUST SYSTEM	1,000.00	-	-	1,000.00	-
001-2200-522-4620	MAINT: CONTRACTS/ANNUAL FEES	40,000.00	-	8,946.45	31,053.55	22
001-2200-522-4621	MAINT: WEB BASED SUBSCRIPTION	-	-	2,283.90	(2,283.90)	-
001-2200-522-4630	MAINT: VEHICLE	30,000.00	1,040.16	1,740.84	28,259.16	6
001-2200-522-4631	MAINT: PUMPER CERTIFICATION	3,400.00	-	-	3,400.00	-
001-2200-522-4632	MAINT: VEHICLE SUPPLIES	10,000.00	-	99.86	9,900.14	1
001-2200-522-4633	MAINT: LADDER CERTIFICATION	1,700.00	-	-	1,700.00	-
001-2200-522-4640	MAINT: AIR CONDITIONER	1,000.00	-	-	1,000.00	-
001-2200-522-4650	MAINT: EQUIPMENT	3,000.00	435.60	435.60	2,564.40	15
001-2200-522-4652	MAINT: EXTINGUISHER	1,500.00	-	246.10	1,253.90	16
001-2200-522-4654	MAINT: SCBA	2,000.00	-	-	2,000.00	-
001-2200-522-4655	MAINT: OUTERWEAR REPAIR/CLNG	1,000.00	-	-	1,000.00	-
001-2200-522-4660	MAINT: BUILDING	4,000.00	-	-	4,000.00	-
001-2200-522-4690	MAINT: RADIO/ANTENNA	1,000.00	-	-	1,000.00	-
001-2200-522-4700	PRINTING & COPIES	300.00	-	-	300.00	-
001-2200-522-4801	FIRE PREVENTION PROGRAM	3,000.00	-	-	3,000.00	-
001-2200-522-4920	MEETING EXPENSE	8,400.00	290.00	1,073.14	7,326.86	13

City of Indian Harbour Beach
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Account Id	Account Description	Budgeted	Current Rev/Expd	YTD Rev/Expd	Balance	%Expd/ %Real
001-2200-522-4930	MISCELLANEOUS EXPENSE	1,000.00	-	-	1,000.00	-
001-2200-522-4932	FINGERPRINTING/BACKGROUND CKS	1,000.00	112.00	112.00	888.00	11
001-2200-522-4980	AWARDS	7,500.00	-	-	7,500.00	-
001-2200-522-5100	SUPPLIES: OFFICE	500.00	48.82	212.52	287.48	43
001-2200-522-5210	GASOLINE	2,000.00	350.88	606.27	1,393.73	30
001-2200-522-5220	DIESEL FUEL	2,500.00	479.32	479.32	2,020.68	19
001-2200-522-5230	UNIFORMS	15,000.00	228.11	2,046.26	12,953.74	14
001-2200-522-5240	UNIFORMS: OUTERWEAR	3,000.00	-	106.68	2,893.32	4
001-2200-522-5250	SUPPLIES: MISCELLANEOUS	1,000.00	126.39	126.39	873.61	13
001-2200-522-5255	SUPPLIES: JANITORIAL	250.00	41.50	100.56	149.44	40
001-2200-522-5257	SUPPLIES: EMS	5,365.00	-	2,809.61	2,555.39	52
001-2200-522-5259	SUPPLIES: OXYGEN SERVICE	2,400.00	314.95	884.11	1,515.89	37
001-2200-522-5270	SUPPLIES: PAGERS & REPAIR	500.00	-	-	500.00	-
001-2200-522-5292	SUPPLIES: REHAB REPLENISHMENT	3,500.00	-	-	3,500.00	-
001-2200-522-5295	SUPPLIES: HARDWARE	500.00	-	59.87	440.13	12
001-2200-522-5410	PROF ORG MEMBERSHIP FEES/DUES	2,000.00	400.00	610.00	1,390.00	31
001-2200-522-5415	CERTIFICATIONS: EMS	2,500.00	-	-	2,500.00	-
001-2200-522-5420	SUBSCRIPTIONS	800.00	169.99	169.99	630.01	21
001-2200-522-5430	PUBLICATIONS/BOOKS/MANUALS	1,000.00	87.00	87.00	913.00	9
001-2200-522-5560	TRAINING/CONFERENCES	12,950.00	1,499.50	2,099.50	10,850.50	16
001-2200-522-6450	NON-FA EQUIPMENT	5,000.00	-	156.28	4,843.72	3
001-2200-522-6460	NON-FA EQUIP: COMPUTER/PRINTER	3,000.00	545.00	545.00	2,455.00	18
001-2200-522-6470	NON-FA EQUIPMENT: PAGERS	1,500.00	-	-	1,500.00	-
001-2200-522-6475	NONFA EQUIP: EMS	5,000.00	-	-	5,000.00	-
001-2200-522-6490	NON-FA EQUIPMENT: HOSE/APPLIAN	6,800.00	-	-	6,800.00	-
001-2200-522-6495	NON-FA EQUIPMENT: SCBA	3,000.00	-	-	3,000.00	-
522 FIRE DEPARTMENT OPERATING EXPENDITURES		258,930.00	10,530.27	34,375.93	224,554.07	
2200 FIRE DEPARTMENT		774,566.00	40,681.61	92,969.59	681,596.41	
001-2400-510-0000	BUILDING DEPARTMENT PERSONNEL SERVICES	-	-	-	-	-
001-2400-510-1110	SALARY: BUILDING OFFICIAL	123,366.00	9,487.00	18,830.65	104,535.35	15
001-2400-510-1210	SALARY: ADMINISTRATIVE SUPPORT	47,604.00	3,660.80	7,272.32	40,331.68	15
001-2400-510-1230	SALARY: FIRE MARSHAL/CODE ENF	-	-	-	-	-
001-2400-510-2100	PAYROLL TAX: SOCIAL SECURITY	10,600.00	772.66	1,533.39	9,066.61	14
001-2400-510-2110	PAYROLL TAX: MEDICARE	2,479.00	180.70	358.61	2,120.39	14
001-2400-510-2200	STATE RETIREMENT: HA/PA	23,987.00	1,844.64	3,662.25	20,324.75	15
001-2400-510-2310	INSURANCE: LIFE	888.00	76.97	153.94	734.06	17
001-2400-510-2320	INSURANCE: HEALTH	31,037.00	2,578.78	5,157.56	25,879.44	17
001-2400-510-2340	INSURANCE: DENTAL	1,174.00	97.80	195.60	978.40	17
001-2400-510-2360	INSURANCE: VISION	271.00	22.59	45.18	225.82	17
510 BUILDING DEPARTMENT PERSONNEL SERVICES		241,406.00	18,721.94	37,209.50	204,196.50	
001-2400-524-0000	BUILDING DEPARTMENT OPERATING EXPENDITUR	-	-	-	-	-
001-2400-524-3115	CODE ENF SPECIAL MAGISTRATE	700.00	-	-	700.00	-
001-2400-524-3122	BUILDING OFFICIAL SERVICES	8,900.00	-	-	8,900.00	-
001-2400-524-3140	EMPLOYMENT MEDICAL SERVICES	500.00	-	-	500.00	-
001-2400-524-4200	FREIGHT & POSTAGE SERVICES	250.00	-	-	250.00	-
001-2400-524-4630	MAINT: VEHICLE	300.00	-	73.81	226.19	25
001-2400-524-4700	PRINTING & COPIES	200.00	-	-	200.00	-
001-2400-524-4905	LIEN & COURT FILING FEES	100.00	-	-	100.00	-
001-2400-524-4920	MEETING EXPENSES	50.00	-	-	50.00	-
001-2400-524-4930	MISCELLANEOUS EXPENSE	100.00	-	-	100.00	-
001-2400-524-5100	SUPPLIES: OFFICE	165.00	-	-	165.00	-
001-2400-524-5210	GASOLINE	1,800.00	39.18	111.61	1,688.39	6
001-2400-524-5230	UNIFORMS	360.00	-	-	360.00	-
001-2400-524-5231	UNIFORMS: FOOTWEAR ALLOWANCE	200.00	-	-	200.00	-
001-2400-524-5410	PROF ORG MEMBERSHIP FEES/DUES	400.00	-	185.00	215.00	46
001-2400-524-5430	PUBLICATIONS/BOOKS/MANUALS	1,100.00	-	-	1,100.00	-
001-2400-524-5560	TRAINING/CONFERENCES	1,985.00	-	-	1,985.00	-
001-2400-524-6450	NON-FA EQUIPMENT	600.00	-	-	600.00	-
524 BUILDING DEPARTMENT OPERATING EXPENDITUR		17,710.00	39.18	370.42	17,339.58	
2400 BUILDING DEPARTMENT		259,116.00	18,761.12	37,579.92	221,536.08	
001-4100-510-0000	PUBLIC WORKS PERSONNEL SERVICES	-	-	-	-	-
001-4100-510-1110	SALARY: DIRECTOR	110,974.00	12,938.58	21,385.07	89,588.93	19
001-4100-510-1210	SALARY: ADMINISTRATIVE SUPPORT	49,811.00	3,830.40	7,609.29	42,201.71	15
001-4100-510-1220	SALARY: GROUNDS SPRVSR/PLANNER	65,955.00	5,072.01	10,075.70	55,879.30	15

City of Indian Harbour Beach
Statement of Revenue and Expenditures
For the Period 11/1/2025 to 11/30/2025

Account Id	Account Description	Budgeted	Current Rev/Expd	YTD Rev/Expd	Balance	%Expd/ %Real
001-4100-510-1230	SALARY: MECHANICS	110,722.00	8,515.21	16,949.77	93,772.23	15
001-4100-510-1235	SALARY: CREW LEADER	70,129.00	7,849.83	15,157.31	54,971.69	22
001-4100-510-1240	SALARY: MAINT SPECIALISTS	407,374.00	28,046.42	57,744.65	349,629.35	14
001-4100-510-1400	OVERTIME	4,000.00	73.32	374.09	3,625.91	9
001-4100-510-1520	EXCEL PROGRAM	2,112.00	-	-	2,112.00	-
001-4100-510-1610	VACATION BUYBACK	7,500.00	-	-	7,500.00	-
001-4100-510-2100	PAYROLL TAX: SOCIAL SECURITY	50,527.00	3,877.53	7,546.99	42,980.01	15
001-4100-510-2110	PAYROLL TAX: MEDICARE	11,817.00	906.86	1,765.06	10,051.94	15
001-4100-510-2200	STATE RETIREMENT: HA/PA	116,143.00	9,933.95	19,353.47	96,789.53	17
001-4100-510-2310	INSURANCE: LIFE	5,697.00	453.00	906.00	4,791.00	16
001-4100-510-2320	INSURANCE: HEALTH	203,139.00	16,625.40	33,250.80	169,888.20	16
001-4100-510-2340	INSURANCE: DENTAL	8,490.00	675.15	1,350.30	7,139.70	16
001-4100-510-2360	INSURANCE: VISION	2,121.00	181.52	363.04	1,757.96	17
510 PUBLIC WORKS PERSONNEL SERVICES		1,226,511.00	98,979.18	193,831.54	1,032,679.46	
001-4100-541-0000	PUBLIC WORKS OTHER EXPENDITURES	-	-	-	-	-
001-4100-541-3110	ENGINEERING: GENERAL	4,500.00	-	-	4,500.00	-
001-4100-541-3111	ENGINEERING: NPDES	2,800.00	-	-	2,800.00	-
001-4100-541-3112	ENGINEERING: ROADS & HIGHWAYS	900.00	-	-	900.00	-
001-4100-541-3140	EMPLOYMENT MEDICAL SERVICES	350.00	-	-	350.00	-
001-4100-541-3450	CONTRACT: MOWING	30,500.00	-	12,000.00	18,500.00	39
001-4100-541-3455	CONTRACT: STREET SWEEPING SVCS	25,000.00	2,108.00	4,216.00	20,784.00	17
001-4100-541-3460	CONTRACT: JANITORIAL	37,410.00	2,690.43	5,070.86	32,339.14	14
001-4100-541-3480	CONTRACT: SAFETY KLEEN	3,000.00	-	-	3,000.00	-
001-4100-541-4310	ELECTRICITY: STREET LIGHTS	79,985.00	6,752.86	13,505.72	66,479.28	17
001-4100-541-4320	ELECTRICITY: TRAF CNTRL LIGHTS	8,750.00	770.04	1,540.08	7,209.92	18
001-4100-541-4410	EQUIPMENT RENTAL	1,000.00	-	-	1,000.00	-
001-4100-541-4611	MAINT: PEST/WEED CNTRL	39,000.00	1,557.50	6,095.00	32,905.00	16
001-4100-541-4612	MAINT: FOUNTAINS	4,000.00	500.00	500.00	3,500.00	13
001-4100-541-4620	MAINT: CONTRACTS/ANNUAL FEES	5,000.00	-	165.00	4,835.00	3
001-4100-541-4630	MAINT: VEHICLE	15,500.00	15.64	1,363.26	14,136.74	9
001-4100-541-4632	MAINT: VEHICLE SUPPLIES	1,750.00	-	35.74	1,714.26	2
001-4100-541-4640	MAINT: AIR CONDITIONER	2,650.00	-	80.00	2,570.00	3
001-4100-541-4650	MAINT: EQUIPMENT	15,000.00	1,636.98	4,326.03	10,673.97	29
001-4100-541-4660	MAINT: BUILDING	8,000.00	1,618.98	2,373.53	5,626.47	30
001-4100-541-4662	MAINT: SIDEWALKS/ROAD MARKING	10,000.00	44.97	44.97	9,955.03	0
001-4100-541-4663	MAINT: FF MEMORIAL PARK/COURTS	1,000.00	-	-	1,000.00	-
001-4100-541-4665	MAINT: GROUNDS/PROPERTY	2,500.00	-	-	2,500.00	-
001-4100-541-4666	MAINT: DRAINAGE	5,000.00	149.48	149.48	4,850.52	3
001-4100-541-4672	MAINT: METZ BALL FIELDS	5,000.00	-	-	5,000.00	-
001-4100-541-4676	MAINT: GLEASON PARK	15,000.00	2,976.95	4,878.63	10,121.37	33
001-4100-541-4678	MAINT: ALGONQUIN COMPLEX	27,500.00	155.10	380.74	27,119.26	1
001-4100-541-4680	MAINT: BICENTENNIAL PARK	3,850.00	-	-	3,850.00	-
001-4100-541-4682	MAINT: MILLENNIUM PARK	3,850.00	321.66	321.66	3,528.34	8
001-4100-541-4683	MAINT: OARS & PADDLES PARK	2,500.00	2,250.00	7,795.91	(5,295.91)	312
001-4100-541-4700	PRINTING & COPIES	100.00	-	-	100.00	-
001-4100-541-4915	DISASTER PREP & EXPENSES	10,000.00	-	-	10,000.00	-
001-4100-541-4930	MISCELLANEOUS EXPENSE	2,000.00	-	16.18	1,983.82	1
001-4100-541-5100	SUPPLIES: OFFICE	750.00	-	302.15	447.85	40
001-4100-541-5210	GASOLINE	22,500.00	703.89	2,473.28	20,026.72	11
001-4100-541-5220	DIESEL FUEL	1,500.00	125.47	125.47	1,374.53	8
001-4100-541-5230	UNIFORMS	300.00	-	516.90	(216.90)	172
001-4100-541-5231	UNIFORMS: FOOTWEAR ALLOWANCE	1,500.00	150.00	378.09	1,121.91	25
001-4100-541-5242	UNIFORM/SHOP TOWEL RENTAL	12,500.00	1,260.64	2,633.59	9,866.41	21
001-4100-541-5250	SUPPLIES: MISCELLANEOUS	4,000.00	84.40	393.50	3,606.50	10
001-4100-541-5253	SUPPLIES: KITCHEN/1ST AID	400.00	5.39	13.00	387.00	3
001-4100-541-5255	SUPPLIES: JANITORIAL	10,000.00	1,452.99	1,944.51	8,055.49	19
001-4100-541-5258	SUPPLIES: BALL FIELDS	2,500.00	-	-	2,500.00	-
001-4100-541-5290	SUPPLIES: SAFETY GEAR	900.00	-	838.07	61.93	93
001-4100-541-5295	SUPPLIES: HARDWARE	3,500.00	556.16	1,502.22	1,997.78	43
001-4100-541-5310	SUPPLIES & MATERIALS: ROAD	1,500.00	189.80	189.80	1,310.20	13
001-4100-541-5320	SUPPLIES: DRAINAGE	3,000.00	8.63	8.63	2,991.37	0
001-4100-541-5410	PROF ORG MEMBERSHIP FEES/DUES	1,000.00	-	500.00	500.00	50
001-4100-541-5560	TRAINING/CONFERENCES	3,000.00	-	-	3,000.00	-
001-4100-541-6310	DRAINAGE IMPROVEMENTS	-	-	-	-	-

City of Indian Harbour Beach
Statement of Revenue and Expenditures
For the Period 11/1/2025 to 11/30/2025

Account Id	Account Description	Budgeted	Current Rev/Expd	YTD Rev/Expd	Balance	%Expd/ %Real
001-4100-541-6320	PAVING & STREET IMPROVEMENTS	3,000.00	(8,140.00)	(471.25)	3,471.25	(16)
001-4100-541-6330	STREET SIGNS	1,000.00	-	-	1,000.00	-
001-4100-541-6335	TRAFFIC POLES	3,000.00	-	2,559.45	440.55	85
001-4100-541-6340	TRAFFIC SIGNS	3,000.00	19.39	19.39	2,980.61	1
001-4100-541-6370	LANDSCAPING	25,000.00	2,088.33	2,551.18	22,448.82	10
001-4100-541-6371	LANDSCAPING: TREE CITY USA PRJ	18,000.00	417.49	417.49	17,582.51	2
001-4100-541-6450	NON-FA EQUIPMENT	9,000.00	3,505.75	11,722.51	(2,722.51)	130
001-4100-541-6465	NON-FA EQUIPMENT: MECH SHOP	4,000.00	167.04	3,399.84	600.16	85
001-4100-541-6470	NON-FA EQUIPMENT: WOOD SHOP	500.00	58.57	58.57	441.43	12
541 PUBLIC WORKS OTHER EXPENDITURES		508,745.00	26,202.53	96,935.18	411,809.82	
4100 PUBLIC WORKS		1,735,256.00	125,181.71	290,766.72	1,444,489.28	
001-7200-510-0000	RECREATIONS DEPARTMENT PERSONNEL SERVICE	-	-	-	-	-
001-7200-510-1110	SALARY: DIRECTOR	110,333.00	13,117.92	21,632.55	88,700.45	20
001-7200-510-1210	SALARY: ADMINISTRATIVE SUPPORT	64,209.00	5,320.32	13,198.62	51,010.38	21
001-7200-510-1235	SALARY: CREW LEADER	70,151.00	5,238.40	13,155.58	56,995.42	19
001-7200-510-1240	SALARY: MAINT SPECIALISTS	57,932.00	3,626.72	7,331.76	50,600.24	13
001-7200-510-1250	SALARY: AQUATICS SUPERVISOR	50,860.00	3,918.11	7,776.22	43,083.78	15
001-7200-510-1260	SALARY: LIFE GUARDS	122,278.00	8,917.77	18,607.79	103,670.21	15
001-7200-510-1265	SWIM INSTRUCTORS	30,686.00	110.72	323.49	30,362.51	1
001-7200-510-1280	SALARY: PARKS OPERATIONS SPECIALIST	24,210.00	-	-	24,210.00	-
001-7200-510-1340	ACTIVITY ASSISTANT	4,000.00	219.05	219.05	3,780.95	5
001-7200-510-1345	CAMP COUNSELORS	85,000.00	-	-	85,000.00	-
001-7200-510-1375	POOL MAINTENANCE	11,785.00	618.98	618.98	11,166.02	5
001-7200-510-1400	OVERTIME	7,500.00	675.02	1,499.88	6,000.12	20
001-7200-510-1410	OVERTIME	3,750.00	-	-	3,750.00	-
001-7200-510-1520	EXCEL PROGRAM	2,134.00	-	-	2,134.00	-
001-7200-510-1610	VACATION BUYBACK	2,700.00	-	-	2,700.00	-
001-7200-510-2100	PAYROLL TAX: SOCIAL SECURITY	40,146.00	2,476.58	5,005.13	35,140.87	12
001-7200-510-2110	PAYROLL TAX: MEDICARE	9,389.00	579.20	1,170.59	8,218.41	12
001-7200-510-2200	STATE RETIREMENT: HA/PA	73,362.00	6,200.20	12,770.34	60,591.66	17
001-7200-510-2310	INSURANCE: LIFE	2,379.00	208.80	417.60	1,961.40	18
001-7200-510-2320	INSURANCE: HEALTH	77,592.00	6,446.98	12,893.96	64,698.04	17
001-7200-510-2340	INSURANCE: DENTAL	3,267.00	272.28	544.56	2,722.44	17
001-7200-510-2360	INSURANCE: VISION	683.00	56.94	113.88	569.12	17
510 RECREATIONS DEPARTMENT PERSONNEL SERVICE		854,346.00	58,003.99	117,279.98	737,066.02	
001-7200-572-0000	RECREATIONS DEPARTMENT OPERATING EXPENDI	-	-	-	-	-
001-7200-572-3140	EMPLOYMENT MEDICAL SERVICES	3,500.00	-	-	3,500.00	-
001-7200-572-3460	CONTRACT: JANITORIAL - PARKS	32,700.00	-	-	32,700.00	-
001-7200-572-4200	FREIGHT & POSTAGE SERVICES	100.00	-	-	100.00	-
001-7200-572-4300	ELECTRICITY	45,500.00	3,889.41	8,339.23	37,160.77	18
001-7200-572-4310	ELECTRICITY: BALL FIELDS	22,350.00	1,892.44	3,768.74	18,581.26	17
001-7200-572-4315	ELECTRICITY: PARKS	7,000.00	198.60	431.87	6,568.13	6
001-7200-572-4330	TRASH	11,895.00	1,010.14	3,030.42	8,864.58	25
001-7200-572-4370	GAS UTILITY: POOL	10,000.00	507.09	574.82	9,425.18	6
001-7200-572-4380	WATER	10,000.00	817.45	817.45	9,182.55	8
001-7200-572-4385	WATER: BALL FIELDS	3,600.00	128.81	128.81	3,471.19	4
001-7200-572-4390	WATER: PARKS	12,850.00	868.49	868.49	11,981.51	7
001-7200-572-4410	EQUIPMENT RENTAL	1,350.00	-	-	1,350.00	-
001-7200-572-4621	MAINT: WEB BASED SUBSCRIPTION	1,200.00	-	-	1,200.00	-
001-7200-572-4630	MAINT: VEHICLE	900.00	-	59.86	840.14	7
001-7200-572-4640	MAINT: AIR CONDITIONER	1,750.00	-	195.84	1,554.16	11
001-7200-572-4650	MAINT: EQUIPMENT	4,750.00	-	340.50	4,409.50	7
001-7200-572-4652	MAINT: PARK & AC EQUIPMENT	4,650.00	-	-	4,650.00	-
001-7200-572-4660	MAINT: BUILDING	3,900.00	8.99	342.32	3,557.68	9
001-7200-572-4664	MAINT: POOL & BATH HOUSE	30,235.00	1,875.74	7,554.01	22,680.99	25
001-7200-572-4677	MAINT: BRICK PAVER WALKWAYS	1,600.00	-	-	1,600.00	-
001-7200-572-4700	PRINTING & COPIES	1,050.00	-	-	1,050.00	-
001-7200-572-4810	SPECIAL EVENTS EXPENSES	12,000.00	681.45	2,491.37	9,508.63	21
001-7200-572-4816	5K RACE EXPENSES	15,500.00	-	-	15,500.00	-
001-7200-572-4835	T-BALL EXPENSES	1,150.00	-	-	1,150.00	-
001-7200-572-4840	CHRISTMAS IN THE PARK EXPENSES	3,995.00	483.88	1,196.51	2,798.49	30
001-7200-572-4850	SUMMER ACTIVITY EXPENSES	5,780.00	-	-	5,780.00	-
001-7200-572-4851	SUMMER SWIM TEAM EXPENSES	750.00	-	-	750.00	-
001-7200-572-4930	MISCELLANEOUS EXPENSE	500.00	-	117.27	382.73	23

City of Indian Harbour Beach
Statement of Revenue and Expenditures
For the Period 11/1/2025 to 11/30/2025

Account Id	Account Description	Budgeted	Current Rev/Expd	YTD Rev/Expd	Balance	%Expd/ %Real
001-7200-572-4931	VENDING MACHINE STOCK	2,000.00	104.92	132.87	1,867.13	7
001-7200-572-4932	FINGERPRINTING/BACKGROUND CKS	1,800.00	36.00	36.00	1,764.00	2
001-7200-572-5100	SUPPLIES: OFFICE	1,500.00	59.47	71.42	1,428.58	5
001-7200-572-5210	GASOLINE	1,500.00	53.91	104.42	1,395.58	7
001-7200-572-5230	UNIFORMS	4,500.00	-	-	4,500.00	-
001-7200-572-5231	UNIFORMS: FOOTWEAR ALLOWANCE	500.00	-	-	500.00	-
001-7200-572-5250	SUPPLIES: MISCELLANEOUS	925.00	435.28	538.74	386.26	58
001-7200-572-5252	SUPPLIES: POOL & POOL HOUSE	1,825.00	845.67	2,712.64	(887.64)	149
001-7200-572-5253	SUPPLIES: KITCHEN/1ST AID	250.00	44.25	75.73	174.27	30
001-7200-572-5254	SUPPLIES: TENNIS COURT	150.00	-	-	150.00	-
001-7200-572-5255	SUPPLIES: JANITORIAL	7,500.00	208.90	759.73	6,740.27	10
001-7200-572-5256	SUPPLIES: PARKS	7,500.00	544.69	1,524.03	5,975.97	20
001-7200-572-5257	SUPPLIES: JANITORIAL - PARKS	2,500.00	14.23	14.23	2,485.77	1
001-7200-572-5410	PROF ORG MEMBERSHIP FEES/DUES	1,800.00	-	-	1,800.00	-
001-7200-572-5560	TRAINING/CONFERENCES	7,000.00	-	64.00	6,936.00	1
001-7200-572-6400	FA EQUIPMENT	-	-	250.00	(250.00)	-
001-7200-572-6430	FA EQUIPMENT: PARKS	-	-	-	-	-
001-7200-572-6450	NON-FA EQUIPMENT	7,000.00	1,799.00	1,799.00	5,201.00	26
001-7200-572-6470	NON-FA EQUIP: POOL/POOL HOUSE	5,000.00	-	-	5,000.00	-
001-7200-572-6480	NON-FA EQUIPMENT: PARKS	2,000.00	-	-	2,000.00	-
	572 RECREATIONS DEPARTMENT OPERATING EXPENDI	305,805.00	16,508.81	38,340.32	267,464.68	
	7200 RECREATIONS DEPARTMENT	1,160,151.00	74,512.80	155,620.30	1,004,530.70	
	General Fund Expenditure Totals	13,388,096.00	890,495.37	2,183,082.36	11,205,013.64	
115-4100-325-2100	Stormwater Assessment	426,309.00	7,627.77	7,627.77	(418,681.23)	2
115-4100-325-2200	Disc for Early Payment	(13,000.00)	(374.97)	(374.97)	12,625.03	-
	325 Total	413,309.00	7,252.80	7,252.80	(406,056.20)	
115-4100-361-1200	Interest: Cnty Tax Collector	575.00	-	-	(575.00)	-
	361 Total	575.00	-	-	(575.00)	
	4100 Total	413,884.00	7,252.80	7,252.80	(406,631.20)	
	Stormwater Utility Fund Revenue Totals	413,884.00	7,252.80	7,252.80	(406,631.20)	
115-4100-541-0000	PUBLIC WORKS OPERATING EXPENDITURES	-	-	-	-	-
115-4100-541-3110	ENGINEERING: GENERAL	3,000.00	-	-	3,000.00	-
115-4100-541-4666	MAINT: DRAINAGE	15,000.00	-	-	15,000.00	-
115-4100-541-4801	RAIN BARREL REBATE PROGRAM	1,500.00	-	-	1,500.00	-
115-4100-541-6310	DRAINAGE IMPROVEMENTS	290,000.00	12,053.04	12,053.04	277,946.96	4
	541 PUBLIC WORKS OPERATING EXPENDITURES	309,500.00	12,053.04	12,053.04	297,446.96	
115-4100-594-0000	CONTINGENCY	104,384.00	-	-	104,384.00	-
	594 CONTINGENCY	104,384.00	-	-	104,384.00	
	4100 PUBLIC WORKS	413,884.00	12,053.04	12,053.04	401,830.96	
	Stormwater Utility Fund Expenditure Tot	413,884.00	12,053.04	12,053.04	401,830.96	
120-0000-331-5100	Federal FA Grant: ARPA Funds	-	4,147.00	10,367.50	10,367.50	-
	331 Total	-	4,147.00	10,367.50	10,367.50	
	0000 Total	-	4,147.00	10,367.50	10,367.50	
120-1900-361-3000	Net Inc/Dec Investment FV	-	-	-	-	-
	361 Total	-	-	-	-	
	1900 Total	-	-	-	-	
	American Recovery Fund Revenue Totals	-	4,147.00	10,367.50	10,367.50	
120-1900-572-0000		-	-	-	-	-
120-1900-572-6200	BUILDING IMP & FIXED EQUIP	-	-	-	-	-
120-1900-572-6500	CONSTRUCTION IN PROGRESS	-	4,147.00	10,367.50	(10,367.50)	-
	572 Total	-	4,147.00	10,367.50	(10,367.50)	
	1900 GENERAL GOVERNMENT OTHER	-	4,147.00	10,367.50	(10,367.50)	
	American Recovery Fund Expenditure Tota	-	4,147.00	10,367.50	(10,367.50)	

John Coffey

From: David Lewis
Sent: Monday, December 15, 2025 2:27 PM
To: John Coffey
Cc: Linda Johnson
Subject: Accolades for Fire Marshal

John,

I just received a phone call from Dave Merideth, the Facilities Manager over at the Eau Gallie Yacht Club. Mr. Merideth called to commend Linda Johnson on the great job she did working with them and the pyrotechnics vendor on the private birthday party fireworks display. Dave felt that Linda was "Extremely professional and went above and beyond" making sure the celebration was uneventful and that all proper safety measures were in place and adhered to.

I let Mr. Merideth know I would pass along his sentiments.

David Lewis, MHA, NRP, CFO

Fire Chief

City of Indian Harbour Beach

2055 South Patrick Drive

Indian Harbour Beach, FL 32937

(321) 426-2187 station

(321) 426.2185 office

DLewis@IndianHarbourBeach.Gov

NOTE CHANGE OF CITY-WIDE EMAIL ADDRESSES

John Coffey

From: michael copps <mccopps@gmail.com>
Sent: Wednesday, December 31, 2025 9:50 AM
To: John Coffey
Subject: Accommodation

Dear Mr. Coffey,

Tandy and I walked Gleason Park today with our dog Buster, as we have done many times. Today we were fortunate to meet Quincy Smith who takes care of the park. We asked Quincy about the grooming of the dense scrub brush and he educated us on the types of plants and how to make the areas accessible for fire control. Quincy is very knowledgeable and was genuinely happy to answer our questions. We were very impressed with his personable demeanor and willingness to share the city's vision for Gleason Park. Quincy Smith is an asset for our community and we hope that you will recognize him for excellent service. Quincy is a fine example why Indian Harbour Beach is the best community.

Sincerely,
Michael and Tandy Copps
516 Andros Lane
Indian Harbour Beach, FL 32937
321-890-4490



CITY COUNCIL MEETING

City of Indian Harbour Beach, Florida

Tuesday, January 13, 2025

AGENDA ITEM

Public Hearing and Second Reading of Ordinance No. 2025-11: Annual Update to Capital Improvements Element of the Comprehensive Plan (action item)

Attachments: Ordinance No. 2025-11 and Business Impact Statement

Staff Recommendation:

Consider holding a public hearing and adopting on second reading Ordinance No. 2025-11 to update the City's Capital Improvements Element of the Comprehensive Plan.

Background Information:

Florida Statutes Section 163.3177(3)(b) requires the City's Five-Year Capital Improvement Schedule of the Capital Improvements Element (CIE) to be updated annually. All local governments are required to include a CIE in the Comprehensive Plan, focusing on capital infrastructure planning for the period covered by the Comprehensive Plan and based on the public facility needs identified in the other elements of the Comprehensive Plan. The planning period for this element is five years.

The projects included within the Five-Year Capital Improvement Schedule (Exhibit "A" to the attached ordinance) originate from the City's approved 5-year Financial Model and Capital Improvements Plan (CIP) that is contained in the FY26 Approved Budget document.

As part of the annual update to the Five-Year Capital Improvement Schedule, local governments include projects for which they have responsibility, as well as public school and transportation projects that are the responsibility of other government agencies. The ordinance adopts by reference both the Brevard County School District's 2024-2025 Work Plan and the Space Coast Transportation Planning Organization's Transportation Improvement Program for FY 26-30. These are large documents that can be accessed through the provided hyperlinks or by searching for the plan names in an internet search engine.

On December 3, 2025, the Planning and Zoning Board voted to recommend that the City Council adopt Ordinance No. 2025-11. On December 9, 2025, the City Council approved Ordinance No. 2025-11 on first reading.

Staff recommends that the City Council adopt Ordinance No. 2025-11 on second reading.

Funding Source	Project Name	FY25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30
General Fund	Transportation (paving and sidewalks)	247,200	258,100	268,200	278,700	289,600
	Fire Station Annex	1,155,000	1,250,000	-	-	-
	Other Building infrastructure	252,300	38,000	36,000	50,200	30,000
	Algonquin Sports Complex improvements	332,900	-	-	-	-
	Other park improvements	131,500	405,200	266,800	144,700	303,200
School District	See Brevard County School Board work plan					
SOIRL 1/2 cent sales tax, State funding, and Stormwater Utility Fund	Muck removal (Dredging)	-	-	-	6,325,000	6,325,000
	Algonquin Sports Complex baffle box	-		755,000	-	-
	Canal seawall replacement		150,000	150,000	200,000	-
	School Road drainage improvements	175,000	50,000	-	-	-
	Lyme Bay stormwater improvements	-	-	-	-	593,400
	Ocean Breeze Elementry stormwater improvements	-	-	-	-	288,000
	Misc. drainage improvements	25,000	50,000	50,000	50,000	50,000
	Misc. stormwater projects	115,000	-	-	-	255,000

ORDINANCE NO. 2025 - 11

AN ORDINANCE OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA, UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE CITY'S COMPREHENSIVE PLAN AS MANDATED BY FLORIDA STATUTES SECTIONS 163.3177(3)(b); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, F.S. §163.3177(3)(b) requires local governments to annually update their Five-Year Capital Improvement Schedule which is consistent with its Comprehensive Plan and may be accomplished by Ordinance; and,

WHEREAS, the City shall adopt by reference the Brevard County School District Work Program as part of its annual Capital Improvement Element update; and,

WHEREAS, the City shall adopt by reference the Space Coast Transportation Planning Organization (TPO) Transportation Improvement Program as part of its annual Capital Improvement Element update; and,

WHEREAS, the City's Local Planning Agency (Planning and Zoning Board) on December 3, 2025, held a duly noticed public hearing, reviewed the updated Five-Year Capital Improvement Schedule, and forwarded its recommendation to the City Council; and,

WHEREAS, the City Council held its required public hearing on January 13, 2026, approving updates to the Five-Year Capital Improvement Schedule; and,

WHEREAS, the City Council is desirous of adopting the aforesaid Five-Year Capital Improvement Schedule to guide future development of the City and protect the public's health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Indian Harbour Beach, Brevard County, Florida that:

Section One: This ordinance hereby updates the Capital Improvements Element of the City of Indian Harbour Beach Comprehensive Plan by updating the Five-Year Capital Improvement Schedule attached hereto as Exhibit "A".

Section Two: This ordinance hereby adopts by reference the Brevard County School District 2024-2025 Work Plan adopted by the School Board on February 11, 2025.

Section Three: This ordinance hereby adopts by reference the Space Coast Transportation Planning Organization Transportation Improvement Program FY 26-30 adopted by the TPO on October 14, 2025.

Section Four: Conflicts. Any and all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflicts.

Section Five: Severability. If any provisions of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance

which can be given effect without the invalid provision or application, and to this and the provision of this Ordinance are declared severable.

Section Six: Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA ON THIS 13th DAY OF January 2026.

CITY OF INDIAN HARBOUR BEACH
BREVARD COUNTY, FLORIDA

Scott Nickle
Mayor

ATTEST:

Nicole Gold
City Clerk

First Reading: December 9, 2025

Second Reading: January 13, 2026

EXHIBIT “A”
FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE

Funding Source	Project Name	FY25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30
General Fund	Transportation (paving and sidewalks)	247,200	258,100	268,200	278,700	289,600
	Fire Station Annex	1,155,000	1,250,000	-	-	-
	Other Building infrastructure	252,300	38,000	36,000	50,200	30,000
	Algonquin Sports Complex improvements	332,900	-	-	-	-
	Other park improvements	131,500	405,200	266,800	144,700	303,200
School District	See Brevard County School Board Work Plan					
SOIRL 1/2 cent sales tax, State funding, and Stormwater Utility Fund	Muck removal (Dredging)	-	-	-	6,325,000	6,325,000
	Algonquin Sports Complex baffle box	-	-	755,000	-	-
	Canal seawall replacement	-	150,000	150,000	200,000	-
	School Road drainage improvements	175,000	50,000	-	-	-
	Lyme Bay stormwater improvements	-	-	-	-	593,400
	Ocean Breeze Elementry stormwater	-	-	-	-	288,000
	Misc. drainage improvements	25,000	50,000	50,000	50,000	50,000
	Misc. stormwater projects	115,000	-	-	-	255,000

Indian Harbour Beach Business Impact Estimate

This estimate shall be posted on the City's website no later than the date the required notice is published in accordance with F.S. 166.041(3)(a).

Proposed ordinance's title/reference:

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA, UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE CITY'S COMPREHENSIVE PLAN AS MANDATED BY FLORIDA STATUTES SECTIONS 163.3177(3)(b); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

In accordance with F.S. 166.041(4)(c) and related to the above proposed ordinance and a requirement for a Business Impact Estimate (select one):

- ☐ No exceptions apply, see Business Impact Estimate below
- ☐ Exception(s) apply, however, the city has completed a Business Impact Estimate below to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance
- ☒ Exception(s) apply and a Business Impact Estimate is not required

Mark any exceptions (select all that apply, or none):

- ☒ Ordinance is required for compliance with federal or state law or regulation
- ☐ Ordinance relates to the issuance or refinancing of debt
- ☐ Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- ☐ Ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the city
- ☐ Ordinance is an emergency ordinance
- ☐ Ordinance relates to procurement
- ☐ Ordinance enacted to implement:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

Indian Harbour Beach Business Impact Estimate

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare of the city):

Response:

N/A

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the city, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;
- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
- c. An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

Response:

N/A

3. Good faith estimate of the number of businesses in the city likely to be impacted by the proposed ordinance:

Response:

N/A

7. Additional information the city determines may be useful:

Response:

N/A



City Council Meeting

City of Indian Harbour Beach, Florida

Tuesday, January 13, 2026

AGENDA ITEM

First reading of Ordinance No. 2026-03: golf cart usage on City roads (action item)

Attachments: Ordinance No. 2026-03
Business Impact Estimate

Staff Recommendation:

Consider approving on first reading Ordinance No. 2026-03, establishing permitted streets on which golf carts may be operated and regulations for said use as allowable under Florida Statutes.

Background Information:

The City Council has previously discussed the topic of low-speed vehicles in Indian Harbour Beach on October 10, 2017, March 27, 2018, July 28, 2020 (requesting FDOT prohibit low-speed vehicles on SR A1A), December 8, 2020, January 12, 2021, and January 26, 2021. At a July 29, 2025, workshop, the City Council solicited resident comments and reached a consensus to have City Attorney Bohne submit a request for an opinion from the Florida Attorney General's Office on whether the City could enact a low-speed vehicle ordinance as envisioned.

On October 29, 2025, City Attorney Bohne received a request for additional information from the Attorney General's Office, resulting in his opinion that the City should cease the pursuit of a low-speed vehicle ordinance.

On November 18, 2025, the City Council held a special meeting, during which a motion was approved to proceed with a traffic study for golf carts, while simultaneously drafting an ordinance. Said traffic study was completed in December 2025. Key aspects of the attached Ordinance No. 26-03 include:

- Defined permitted streets upon which golf carts may operate
- Requirement that golf carts must be equipped with efficient brakes, a reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear
- Requirement that golf carts must be equipped with headlights, brake lights, turn signals, and a windshield if operated between sunset and sunrise

- Requirement that operators must possess a valid learner's permit or driver's license if under 18 years of age or a valid form of government-issued photographic identification if over 18 years of age
- Maximum speed limit of 20 MPH regardless of posted speed
- Not allowed in City parks except for designated parking areas
- Additional equipment requirements for unlicensed operators
- Specific enforcement methods for violations
- Voluntary golf cart inspection program

Although the City Council previously espoused a desire for a reciprocal agreement with the City of Satellite Beach, staff does not believe such a clause is required, as anyone meeting the state standards for golf cart usage, regardless of the location of domicile, will be able to operate a golf cart in the City of Indian Harbour Beach if this ordinance is adopted.

Lastly, although the traffic study recommends not including Banna River Drive/Pine Tree Drive as shared operations for golf carts and vehicles, Chief Butler and I believe that said corridor should be included, as IHBDP regularly performs traffic enforcement on the corridor, and the area does not have a history of significant traffic accidents. According to City Attorney Bohne, the City is obligated to follow the recommendations of the traffic study.

In accordance with F.S. 166.041(3)(a), a business impact estimate is attached.

Staff recommends the City Council approve Ordinance No. 2026-03 on first reading.

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE CITY OF INDIAN HARBOUR BEACH, FLORIDA ADOPTING A NEW ARTICLE VII OF CHAPTER 19 OF THE CODE OF ORDINANCES OF THE CITY, ENTITLED “GOLF CART OPERATIONS ON MUNICIPAL STREETS”; PROVIDING FOR THE OPERATION OF GOLF CARTS AS DEFINED BY FLORIDA STATUTES 320.001 (22) ON MUNICIPAL STREETS; PROHIBITING THE OPERATION OF GOLF CARTS ON PROHIBITED STREETS AND OTHER AREAS; PROVIDING FOR OPERATIONAL AND EQUIPMENT REQUIREMENTS; PROVIDING FOR ADDITIONAL OPERATIONAL AND EQUIPMENT REQUIREMENTS FOR UNLICENSED DRIVERS; PROVIDING FOR PARKING REGULATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR A VOLUNTARY INSPECTION PROGRAM; PROVIDING FOR SEVERABILITY; REPEAL AND CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Chapter 320.001 (22) defines a Golf Cart as a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour; and,

WHEREAS, Florida Statutes Chapter 316.212 provides the operation of golf carts is prohibited on roadways, however, Subsection (1) provides a golf cart may be operated only upon a municipal street that has been designated by a municipality, or a two-lane county road located within the jurisdiction of a municipality designated by that municipality, for use by golf carts; and,

WHEREAS, Florida Statutes Chapter 316.212 (1) also provides terms and conditions for the local government to designate roadways golf carts may be operated on, including that the speed, volume, and character of motor vehicle traffic using the roadways is appropriate for a shared use with golf carts; and,

WHEREAS, the City hired a consultant to perform a study regarding Golf Cart operation within the City; and,

WHEREAS, the operation of golf carts is not permitted on a state road and the Florida Department of Transportation (FDOT) Traffic Engineering Manual provides crossing a state road for access to golf courses adjoining both sides of the state road may be permitted through the Florida Department of Transportation (FDOT); and

WHEREAS, Florida Statutes Chapter 316.212 (8) (a) authorizes local

governments to enact ordinances related to the operation of golf carts on roads that is more restrictive than this statute, including requiring additional safety equipment on the golf cart and hours of operation and such additional restrictions may only apply to unlicensed drivers; and

WHEREAS, the Indian Harbour Beach City Council has determined a local ordinance authorizing golf carts on municipal streets, subject to the regulations contained in this Ordinance, and has considered the speed, volume, and character of the motor vehicle traffic on the municipal streets is acceptable.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, FLORIDA as follows:

SECTION 1. A new Article VII of Chapter 19 “Golf Cart Operations on Municipal Streets”, of the Code of Ordinances of the City of Indian Harbour Beach is hereby adopted to read as follows:

‘Chapter 19

TRAFFIC

. . .

ARTICLE VII. Golf Cart Operations on Municipal Streets

Sec. 19-150. – Authority, Scope and Purpose

The purpose of this ordinance is to provide for the allowance, regulations, and operation, as a shared use, of golf carts on municipal streets within the city consistent with Florida Statutes, Section 316.212.

Sec. 19-151 – DEFINITIONS.

For the purposes of this ordinance, the following shall mean:

Golf Cart: means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour.

City: shall mean the City of Indian Harbour Beach.

City Parks; shall mean individually or collectively Gleason Park, Oars and Paddles Park, Algonquin Park, Bicentennial Park and Millennium Park.

Prohibited Streets: shall mean State Road 513 (South Patrick Drive), State Road A1A, and State Road 518 (Eau Gallie Boulevard), including the sidewalks and adjoining unpaved portion of any road right-of-way located within the jurisdictional boundaries of the City.

Permitted Streets: shall mean, for the purposes of this Ordinance, all municipal streets and roads within the city that are designated by the City as streets upon which golf Carts may be safely operated upon and which are not Prohibited Streets. Permitted Streets shall not include any abutting sidewalk or unpaved right of way of a Permitted Street. The following are considered Permitted Streets:

All public streets located in and withing the control of the City, except Prohibited Streets.

Sec. 19-152 – AUTHORIZATION TO USE GOLF CARTS ON MUNICIPAL STREETS.

(a) A golf cart may be operated only during the hours between sunrise and sunset. However, the City Council has determined that Golf Carts may be operated on Permitted Streets between the hours between sunset and sunrise only if equipped with headlights, brake lights, turn signals, and a windshield.

(b) Golf carts are not permitted to cross a Prohibited Street (South Patrick Drive, State Road A1A, and Eau Gallie Boulevard), even at a signalized intersection, and are not permitted to operate on the sidewalk or right-of-way of any Prohibited Streets or Permitted Streets.

(c) All golf carts must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(d) A golf cart may not be operated on public roads or streets by a person:

- (1) Who is under 18 years of age unless he or she possesses a valid learner's driver license or valid driver license.
- (2) Who is 18 years of age or older unless he or she possesses a valid form of government-issued photographic identification.

(e) Because a Golf Cart is defined as a motor vehicle that not capable of exceeding speeds of 20 miles per hour, Golf Carts may not be operated in the City at a speed in excess of 20 miles per hour, notwithstanding any posted speed limit.

(f) Golf Carts shall not be allowed in City Parks, but may be parked in designated parking areas. This Article shall not be construed to allow golf carts to enter or park upon any property owned by another public body such as Brevard County, and any of its departments/agencies, and the Brevard County School Board, unless authorized by such

public entity.

Sec. 19-153 – ADDITIONAL REQUIREMENTS APPLICABLE TO UNLICENSED DRIVERS AND OPERATORS OF GOLF CARTS.

(a) In addition to the requirements of section 19-52 any person driving or operating a golf cart who is an unlicensed driver shall be required to have the following additional equipment on such golf cart:

(1) Headlights;

(2) Driver-side and interior rear-view mirrors or both driver-side and passenger-side mirrors;

(3) Parking lamps;

(4) Front and rear turn signals meeting the minimum standards of F.S. § 316.234(2);

(5) Side reflectors;

(6) Horn or other warning devices required by F.S. § 316.271;

(7) Seat belt for the unlicensed operator or driver.

Sec. 19-154 - PARKING.

Golf Carts shall comply with all parking regulations of the City.

Sec. 19-155 – ENFORCEMENT.

(a) A violation of subsections 19-152 (a),(b),(d), and (e) are noncriminal traffic infractions, punishable pursuant to chapter 318 as a moving violation.

(b) A violation of subsections 19-152 (c) and (f), 19-153, 19-154 and 19-159 are noncriminal traffic infractions, punishable pursuant to chapter 318 as a non-moving violation.

(c) Parking of a golf cart, not within a designated vehicle parking space, within any municipal park may result in the golf cart being towed at the owner's expense.

Sec. 19-156 – VOLUNTARY GOLF CART INSPECTION PROGRAM;
MISCELLANEOUS PROVISIONS

The City of Indian Harbour Beach Police Department offers a voluntary inspection program to assist owners and operators of Golf Carts to be in compliance with the provisions of this Article.

(a) Any person desiring to operate a golf cart within the City may present the golf cart to a police officer, as designated by the Indian Harbour Beach Police Department for inspection regarding all required safety equipment and operational requirements and all safety equipment and operational requirements applicable to unlicensed drivers at such place as the police department shall designate for such inspections.

(b) Upon the completion of any inspection, the City of Indian Harbour Beach Police Department will issue an inspection report to such person requesting the inspection. The report shall not be considered as a defense to any citation issued or the basis of any claim against the City, but rather a guide to the person requesting the inspection as to what safety equipment or operational requirements are present or deficient.

(c) Any person who obtains such an inspection and report shall execute a document prior to such inspection on a form supplied by the City, that such an inspection and report is not a defense to any citation issued pursuant to this Article and waives all claims against the City.

(d) Although not required herein, the City urges any owners and operators of golf Carts within the City obtain applicable vehicle liability insurance covering the use and operation of golf carts upon public streets

SECTION 2. SEVERABILITY. If any provisions of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. INCORPORATION INTO CODE. This Ordinance shall be incorporated into the City of Indian Harbour Beach Code of Ordinances and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the

construction or meaning of this ordinance and the Code may be made.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective thirty days following passage by the City Council, to allow the city to obtain and install the signage required by Florida Statutes Chapter 316.212.

PASSED AND ADOPTED this ____ day of _____ 2026.

X

Scott Nickle
Mayor

ATTEST:

X

Nikki Gold
City Clerk

Via Email: (dbulter@indianharbourbeach.gov)

Ref: 6639.00

Indian Harbour Beach Golf Cart Study

To: Chief David Butler
Indian Harbour Beach Police Department
1835 S. Patrick Drive
Indian Harbour Beach, Florida 32937

From: George Galan, PE

Date: December 17, 2025

Subject: Indian Harbour Beach Golf Cart Study
Indian Harbour Beach, Florida

INTRODUCTION

LTG, Inc. has been retained by the Indian Harbour Beach Police Department (IHBPD) to prepare the Indian Harbour Beach Golf Cart Study, which includes conducting due diligence related to golf cart usage on residential and local collector roadways within the city limits. The study area for the review will also include the segment of Banana River Drive, between S. Patrick Drive and Mathers Bridge. This assessment determines the feasibility of integrating golf carts within the city of Indian Harbour Beach based on the existing roadway geometry and traffic characteristics.

DEFINITIONS

Low Speed Vehicles - According to the Florida Department of Highway Safety and Motor Vehicles (FLHSMV), a low-speed vehicle (LSV) is a four-wheeled vehicle whose top speed is greater than 20 mph but not greater than 25 mph. LSVs are addressed in Florida Statue (F.S.) 316.2122 and must be registered, titled and insured with personal injury protection (PIP) and property damage liability (PDL). LSV operators must have a valid driver license and **may only operate LSVs where the posted speed limit is 35 mph or less.**

Golf Carts - FLHSMV describes golf carts according to the Florida Statue, Section 320.01(22) as a motor vehicle designed for operation on a golf course for sporting or recreational purposes and that are unable to exceed 20 mph. **The roadways in which the golf carts may be designed to be operated must have a posted speed limit of 30 mph or less.** Golf carts may also cross sections of county roads that intersect with an approved golf-cart roadway, a golf course, or a mobile home park. Golf cart operators under 18 years of age must possess a valid learner's driver license, while operators 18 years of age or older must possess valid government-issued photographic identification.

Golf carts are not considered LSVs, and do not need to be insured with PIP or PDL coverage. Being said, golf carts can be converted to LSVs. FLHSMV addresses the LSV safety equipment requirements, as well as the process of titling and registering a converted golf cart.

LEGAL REQUIREMENTS

The assessment included the review of federal requirements, statutes, and ordinances related to golf cart implementation across federal, state, and local agencies. LTG has also reviewed ordinances of communities that experience regular golf cart usage: City of Lake Helen (Volusia County), The Villages (Sumter County), Viera (Brevard County), and Cocoa Beach (Brevard County).

Federal Law

The National Highway Traffic Safety Administration (NHTSA), Sec. 98-3949, states under the Federal Motor Vehicle Safety Standards that if the golf carts are incapable of exceeding 20 miles per hour, they are only subjected to state and local requirements of safety equipment. Vehicles that can exceed 20 mph are treated as motor vehicles under federal law. Additionally, if golf carts are modified after original manufacture so that they can achieve 20 or more miles per hour, they are considered motor vehicles. The NHTSA also considers an LSV as a four-wheeled vehicle with a top speed of 20 to 25 mph. LSVs are subject to Federal Motor Vehicle Safety Standard No. 500 (49 CFR 571.500) which addresses proper safety equipment requirements. A copy of the NHTSA section is provided in **Exhibit A**.

State Law

The operation of golf carts on public roads is guided by the Florida Uniform Traffic Control Law (F.S. 316.212). A local government may designate a municipal street for golf cart use provided the local government first determines that golf carts may safely travel on or cross the public road considering factors including the speed, volume, and characteristics of the motor vehicle traffic using the road.

The decision to allow golf cart use must be made by county government for county-maintained roads and by the Florida Department of Transportation (FDOT) for state-maintained roads. The state rules determine that a golf cart may be operated during the hours between sunrise and sunset only, unless otherwise stated by local ordinances. It also set minimum standards for the safety equipment required on golf carts, such as headlights, brake lights, turn signals and windshield.

The statute allows the local government to impose more restrictive guidelines for golf carts and drivers as well as determining the hours of use and those roads eligible for use. Local governments may authorize golf cart use on sidewalks within their jurisdiction if they determine the sidewalks can be safely shared with pedestrians and bicycles, consult with the Department of Transportation, and limit golf cart speeds to 15 mph; along state highways, this is only allowed where sidewalks are at least 8 feet wide. A copy of the Florida State Statute section is provided in **Exhibit B**.

Local Ordinances

In Brevard County, the Code of Ordinances, Sec. 106-73, guides the operation of golf carts on county roads, sidewalks, and trails. **Exhibit C** contains a copy of this section, which identifies the specific streets designated for golf cart operation in Brevard County. According to the ordinance, golf carts are only permitted to be operated under the following conditions:

- Between the hours of sunrise and sunset, except if the golf cart is equipped with functional headlights, brake lights, turn signals, and a windshield.
- The golf cart is equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices on both the front and rear, and an efficient horn (if operated by unlicensed driver).
- The golf cart is equipped with lighted headlights when operated during conditions of rain, smoke, or fog.
- On multi-use sidewalks if operated up to 15 mph.
- The golf cart transports up to the number of passengers that the golf cart was designed to transport.
- Travels on a designated county road/street, sidewalk or trail in unincorporated Brevard County.

In Lake Helen, the Code of Ordinances, Sec. 11.06.01, states that golf carts are allowed on roads with speed limits up to 30 mph, at any time, day or night, only if they are equipped with headlights, brake lights, turn signals and windshields. Signs must be posted to show which streets are designated for golf cart use. Golf carts are also required to have a visible City of Lake Helen permit tag that is current and unrevoked and are to be operated by a person who has a valid operator's license. A copy of these regulations is provided in **Exhibit D**.

The Villages state in their *Golf Cart Rules of the Road and Safety Tips* document (see **Exhibit E**) that golf cart drivers under the age of 18 must possess a valid driver license or a learner's driver license. Driving on neighborhood streets, marked roadside lanes, and multi-modal paths is permitted, but must not exceed 20 mph. The golf carts are prohibited from roadways with posted speeds of 35 mph or higher, sidewalks, and entering roundabouts. Golf carts must yield to automobiles, come to full stops at stop signs, and use hand motion as a turn signal. The Sumter County Sheriff's Office highlights the risks of driving golf carts on roadways, noting that they provide protection comparable to a motorcycle. Therefore, the agency recommends installing seat belts on golf carts used on public roads, although it does not require them. The Sumter County Sheriff's Office also provides safety guidelines (see **Exhibit E**) for operating LSVs, in addition to golf carts, in and around the Villages. These guidelines comply with F.S. 316.2122 and highlight the difference between LSVs and golf carts.

Viera, via its *Golf Cart Regulations in Viera* document (see **Exhibit F**), requires all golf carts to operate in compliance with State of Florida regulations (F.S. 316.212) and the Brevard County Code of Ordinances. Golf carts may be used on designated multi-use sidewalks with a posted speed limit of 10 mph or less and are prohibited on roads with a posted speed limit above 30 mph. Operators must follow the outlined safety requirements, including helmet use for young children, and may only operate after sunset or during inclement weather if the cart is equipped with functioning headlights, brake lights, turn signals, and a windshield. Viera also permits individuals aged 14 or older to operate a golf cart, provided the cart is equipped with a horn or other audible warning device. Additionally, golf carts must be parked only in designated vehicle spaces.

In Cocoa Beach, City Ordinance No. 1660 authorizes the operation of golf carts on designated roadways as shown in **Exhibit G**. The ordinance requires that golf carts be equipped with functional brakes, reliable steering, safe tires, mirrors, reflectors, and an audible horn. Operators must hold a valid driver's license, and carts are not permitted on bike paths, pedestrian paths, or sidewalks. Passenger limits must match the number of seats. Golf carts must also carry insurance that meets city standards. Carts equipped with headlights, brake lights, turn signals, and a windshield may operate at night; otherwise, use is limited to sunrise through sunset.

GOLF CART APPROVED ROADWAY CRITERIA

A golf cart network analysis was conducted based on legal requirements, roadway characteristics, and crash data. These factors were considered in the development of the criteria used to approve roadway segments for golf cart use.

Roadway Characteristics

A site visit was conducted on December 10th, 2025, to review the city-maintained roadway network, as well as the segment of Banana River Drive from Mathers Bridge to South Patrick Drive (county road). No private roadway segments were included. The following summary can be made based on the site visit findings:

- Street Lighting: Approximately 75% of the reviewed streets have adequate street lighting, while 25% of streets do not.
- On-Street Parking: Overall, the reviewed streets are not fit for on-street parking. Anchor Drive, Central Road, Cheyenne Drive, Francis Joseph Avenue, Hampton Drive, Mary Joye Avenue, and Park Drive are the only exceptions, as they had a considerable amount of on-street parking.
- Speed Limit: None of the reviewed roadways exceed a speed limit of 25 mph, as the posted speeds range from 15 mph to 25 mph. Many residential streets, with a considerably short segment length, have no posted speed limit.
- Roadway Dimensions: The inventory consists of two-lane roadways, including both divided and undivided sections. Approximately 90% of the reviewed roadways have pavement widths ranging from 20 to 24 feet, indicating typical lane widths of 10 to 12 feet. For divided roadways, lane widths are greater, as each lane encompasses the full width of the pavement. For example, Atlantic Boulevard between Cynthia Lane and SR A1A includes 19-foot-wide lanes separated by a median. Approximately 7% of the reviewed roadways provide shoulder widths, ranging from 1 to 5 feet.
- Sidewalk Dimensions: Approximately 63% of the reviewed roadways have an adjacent sidewalk. The sidewalk widths vary from 3.5 feet to 6 feet. There are no shared paths adjacent to the streets.

The roadway inventory included in the study was approved by IHBDP. The estimated segment length, pavement width, number of lanes, lane width, shoulder width, sidewalk width, speed limit, and details about on-street parking and lighting for each roadway can be found in **Exhibit H**.

Crash Data

Within the City of Indian Harbour Beach, a total of 209 crashes occurred during the reviewed 5–6-year period. These crashes are illustrated in the Crash Data Heat Map provided in **Exhibit I**. The heat map identifies crash “hot spots” primarily along South Patrick Drive, Eau Gallie Boulevard, and SR A1A, which are not included in the city-maintained roadway inventory. Overall, the Crash Data Heat Map indicates that crashes within the residential local and collector roadway network of Indian Harbour Beach are either absent or negligible in influence.

The Crash Data Heat Map is intended to illustrate general crash trends rather than document individual crash occurrences. As such, isolated crashes dispersed throughout city roadways are not explicitly represented, and the precise number of crashes along each roadway segment included in the study is not delineated. Additionally, this analysis does not evaluate crash characteristics, such as the involvement of pedestrians or bicyclists, nor does it assess crash severity.

Golf Cart Approved Roadway Criteria

LTG developed a series of criteria for the evaluation of requests for golf-cart use on city-maintained roadways within Indian Harbour Beach. The evaluation leverages the experience of the surrounding local agencies, state and federal research, and LTG's experience with criteria development, golf cart communities, and human factors. The criteria listed below identifies the minimum recommended requirements for golf carts to operate on local roadways:

Roadway Criteria

- The posted speed limit should not be greater than 30 mph.

This criterion is based on Florida Statute 316.189 which sets the posted speed limit for all local roads not otherwise posted at 30 mph, and Florida Statute 316.212 and 316.2122 which limit low-speed vehicles to operate on roadways with posted speed limits of 35 mph or less.

- Roadway must provide the safest route among the alternative routes. This criterion is met when there are no fully connected shared use/golf cart path networks present, as are typically provided in golfing communities. See Sidewalk Criteria below.
- The roadway segment exhibits fewer than five crashes over a five-year period and fewer than three crashes in the most recent two years.

While the 2023 Manual on Uniform Traffic Control Devices (MUTCD) does not establish specific crash-count thresholds for low-volume roadways, it states that the application of traffic control devices should be based on engineering judgment or engineering study (Section 1D.03). In accordance with this guidance, this criterion was used to evaluate whether documented crash history indicates a safety concern warranting additional traffic control devices.

- A review of crash data indicates no identifiable pattern of pedestrian or bicyclist crashes within the roadway segment.

While the 2023 MUTCD does not provide specific pedestrian or bicyclist crash thresholds, it emphasizes that decisions regarding the application of traffic control devices should be based on engineering judgment or engineering study (Section 1D.03). Consistent with this guidance, the absence of a documented crash pattern was used to evaluate whether pedestrian or bicyclist safety concerns warrant additional traffic control devices.

Shared-Use Path Criteria

Sidewalks are generally limited to a width of four to six feet and are therefore inadequate to allow two users consisting of either golf carts or pedestrians to safely pass each other while remaining within the paved width of the sidewalk. To consider golf cart operation on a pedestrian facility it must meet the definition of a shared-use path, and also meet the following:

- The adjacent roadway should be posted at 30 mph or less if not separated from the shared-use path by at least a four-foot-wide stabilized shoulder.

This requirement is obtained from the FDOT Design Manual (FDM) Section 224.7 and reflects the need for recovery terrain for users of the shared use path at the operational speed of golf carts and bicycles.

- Must be considered a safe route by being part of a connected network of shared-use paths meeting the requirements of FDM Chapter 224.
- Must be compliant with ADA accessibility requirements.
- Minimum shared-use path width of eight feet with a preferred width of 10 feet to 14 feet, with a standard of 12 feet. A short 8-feet wide section may be used in constrained conditions and a 10-feet wide may be used if there is limited R/W.

These widths are defined in the FDM Section 224.4. Requirements are listed in Florida Statute 316.212 defining sidewalks that can be considered for golf cart operation. It also meets the minimum standard for a shared-use path. It provides for the passing of two golf carts or a golf cart and a pedestrian on a single segment of sidewalk. FDOT prefers 12 feet as it reduces the incidence of crashes.

- Must have crosswalks with special emphasis markings matching the width of the shared-use paths.

The requirement comes from the FDM, Chapter 224 and FDOT Traffic Engineering Manual, Chapter 5.

- Must have 4-foot clear zone adjacent to the sidewalk on either side.

The requirement comes from the FDM, Chapter 224.

There are currently no shared-use paths within the City of Indian Harbour Beach. In addition, the sidewalk widths adjacent to Indian Harbour Beach roadways do not meet the minimum width requirements necessary to safely accommodate golf cart travel. According to Section 19-58 of the Indian Harbour Beach Code of Ordinances, a bicycle path is defined as any path, trail, or way specifically designated for bicycle traffic. Section 19-59 further states that it is unlawful to operate any vehicle on a bicycle path within the city; however, vehicular traffic is permitted to cross such paths. Overall, golf cart usage on sidewalks in Indian Harbour Beach is not recommended. The sidewalks are narrow and would require complete reconstruction to meet recommended widths.

Indian Harbour Beach Golf Cart Compatibility Assessment

The criteria above were applied to the reviewed roadways in Indian Harbour Beach to assess the compatibility of golf cart operations on roadways in the city.

Table 1 – Assessment Results
City of Indian Harbour Beach
Golf Cart Study

Scenarios	Criteria	Meet Criterion?
On Roads	Road posted speed \leq 30 mph	Yes
	The road provides the safest route with no fully connected sidewalk network present	Yes
	Crash History shows no segments with $>$ 5 crashes in 5 years, or 3 crashes in 2 years	N/A
	Absence of pedestrians/bike crash patterns	N/A
All criteria satisfied?		Yes

The roadways within the City of Indian Harbour Beach were evaluated and determined to meet the established criteria. However, despite meeting these criteria, it is recommended that golf cart use be prohibited on Banana River Drive from the Mathers Bridge to Osceola Drive, as well as on Pine Tree Drive from Osceola Drive to SR A1A. This roadway segment provides a critical connection between South Patrick Drive and SR A1A, and functions as a major urban collector serving multiple residential streets. Due to its connectivity and functional classification, the introduction of golf cart traffic along this corridor presents an elevated safety risk.

While no specific traffic volume threshold is required for a roadway to be designated for golf cart use, the average annual daily traffic (AADT) on Banana River Drive/Pine Tree Drive exceeds what is typically considered low volume. The American Association of State Highway and Transportation Officials (AASHTO), in *Guidelines for Geometric Design of Low-Volume Roads* (2019), defines a low-volume road as one carrying 2,000 vehicles per day (vpd) or fewer. The 2024 AADT for this roadway segment is 2,770 vpd from the Mathers Bridge to South Patrick Drive, and 4,550 vpd from South Patrick Drive to SR A1A, which both exceed this threshold (see **Exhibit J**, SCTPO Traffic Counts). Although classification as a low-volume road is not a formal criterion of this study, traffic volume was considered in developing the recommendation to prohibit golf cart use on Banana River Drive and Pine Tree Drive. Traffic volume data was not collected for the roadway inventory within Indian Harbour Beach; therefore, volume-based classifications could not be established for other roadway segments.

It is also recommended that unlicensed drivers be prohibited from operating golf carts. This recommendation is supported by Florida Statutes Section 316.212(8)(a), which allows local governments to enact golf cart ordinances that are more restrictive than those provided in state law. It is noted that some communities experience instances of golf cart operators traveling outside approved areas, including onto arterial roadways, or operating vehicles outside permitted hours (dawn to dusk). If enforcement of golf cart regulations within Indian Harbour Beach is not feasible, the use of golf carts within the city would not be recommended.

CONCLUSIONS AND RECOMMENDATIONS

LTG has assessed the feasibility of allowing golf cart operation within the City of Indian Harbour Beach in accordance with Florida Statute 316.212. The results of the assessment indicate the following:

Conclusions

- Roadway segments of Indian Harbour Beach meet the criteria for shared operation of golf carts upon the roadway. If approved by the city, roadways designated for operation should be marked and signed as follows:
 - Approved roadway segments should be signed with W11-11 (Golf Cart Symbol) signs and W16-1 (Share the Road) supplementary plaques.
 - Roadway segments leaving the approved area should be signed with modified R9-3 signs (no pedestrians) replacing the pedestrian symbol with a golf cart symbol.
- Golf cart usage should be strictly enforced within the City of Indian Harbor Beach boundaries and operators should be licensed drivers. If enforcement is not feasible, golf cart usage should not be allowed.
- Sidewalks in Indian Harbour Beach do not currently meet the recommended criteria, thus golf cart operation should not be allowed on sidewalks.

Recommendations

- Banana River Drive/Pine Tree Drive from the Mathers Bridge to SR A1A are not recommended for shared operation of golf carts upon the roadway.
- Concerning the development of a golf cart registration and inspection program, evaluation indicates that a registration program will not be beneficial so long as the golf carts are only allowed to operate within Indian Harbour Beach and are not converted to LSVs.

Exhibits:

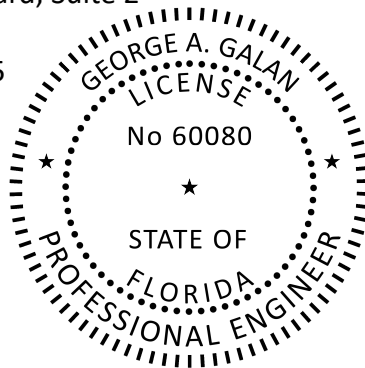
Exhibit A: NHTSA Federal Motor Safety Standards
Exhibit B: Florida Uniform Traffic Control Law
Exhibit C: Brevard County Code of Ordinances – Golf Carts
Exhibit D: Lake Helen Code of Ordinances
Exhibit E: The Villages Golf Cart Rules of the Road and Safety Tips
Exhibit F: Viera Golf Cart Use
Exhibit G: Cocoa Beach Golf Cart Use
Exhibit H: IHB Roadway Characteristics Inventory
Exhibit I: Crash Data Heat Map
Exhibit J: SCTPO Traffic Counts

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:

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*THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:*

ON THE DATE ADJACENT TO THE SEAL

*SIGNATURE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.*

*LTG, INC.
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EXHIBIT A

NHTSA Federal Motor Safety Standards

DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration

49 CFR Part 571

[Docket No. NHTSA 98-3949]

RIN 2127-AG58

Federal Motor Vehicle Safety Standards

AGENCY: National Highway Traffic Safety Administration (NHTSA), DOT.

ACTION: Final rule.

SUMMARY: This final rule responds to a growing public interest in using golf cars¹ and other similar-sized, 4-wheeled vehicles to make short trips for shopping, social and recreational purposes primarily within retirement or other planned communities with golf courses. These passenger-carrying vehicles, although low-speed, offer a variety of advantages, including comparatively low-cost and energy-efficient mobility. Further, many of these vehicles are electric-powered. The use of these vehicles, instead of larger, gasoline-powered vehicles like passenger cars, provides quieter transportation that does not pollute the air of the communities in which they are operated.

Currently, there is a growing conflict between state and local laws, on the one hand, and Federal law, on the other, in the treatment of these small vehicles. That conflict unnecessarily restricts the ability of vehicle manufacturers to produce and sell, and the ability of consumers to purchase, these vehicles. In recent years, a growing number of states from California to Florida have passed legislation authorizing their local jurisdictions to permit general on-road use of "golf carts," subject to speed and/or operational limitations. A majority of those states condition such broad use upon the vehicles' having specified safety equipment. Further, some of these states have opened the way for the use of vehicles that are faster than almost all golf cars. Most conventional golf cars, as originally manufactured, have a top speed of less than 15 miles per hour. These states have either redefined "golf carts" to include vehicles designed to achieve up to 25 miles per hour or have established a new class of vehicles, "neighborhood electric vehicles," also defined as capable of achieving 25 miles per hour.

¹ While many members of the general public use the term "golf cart," the manufacturers of those vehicles use the term "golf car." This final rule uses "golf car," except in those instances in which the other term is used in a quotation.

Under current NHTSA interpretations and regulations, so long as golf cars and other similar vehicles are incapable of exceeding 20 miles per hour, they are subject to only state and local requirements regarding safety equipment. However, if these vehicles are originally manufactured so that they can go faster than 20 miles per hour, they are treated as motor vehicles under Federal law. Similarly, if golf cars are modified after original manufacture so that they can achieve 20 or more miles per hour, they too are treated as motor vehicles. Further, as motor vehicles, they are currently classified as passenger cars and must comply with the Federal motor vehicle safety standards for that vehicle type. This creates a conflict with the state and local laws because compliance with the full range of those standards is not feasible for these small vehicles.

To resolve this conflict, and to permit the manufacture and sale of small, 4-wheeled motor vehicles with top speeds of 20 to 25 miles per hour, this final rule reclassifies these small passenger-carrying vehicles. Instead of being classified as passenger cars, they are now being classified as "low-speed vehicles." Since conventional golf cars, as presently manufactured, have a top speed of less than 20 miles per hour, they are not included in that classification.

As low-speed vehicles, these 20 to 25 mile-per-hour vehicles are subject to a new Federal Motor Vehicle Safety Standard No. 500 (49 CFR 571.500) established by this final rule. The agency notes that the growing on-road use of golf cars has already resulted in some deaths and serious injuries, and believes that the new standard is needed to address the effects in crashes of the higher speed of low-speed vehicles. The standard requires low-speed vehicles to be equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers. The agency believes that these requirements appropriately address the safety of low-speed vehicle occupants and other roadway users, given the sub-25 mph speed capability of these vehicles and the controlled environments in which they operate.

This rulemaking proceeding was initiated in response to a request by Bombardier, Inc., that the agency make regulatory changes to permit the introduction of a new class of 4-wheeled, passenger-carrying vehicle that is small, relatively slow-moving, and low-cost.

DATES: The final rule is effective June 17, 1998. Petitions for reconsideration must be filed not later than August 3, 1998.

Incorporation by reference of the materials listed in this document is approved by the Director of the Federal Register and is effective upon publication in the **Federal Register**.

ADDRESSES: Petitions for reconsideration should refer to the Docket number and be submitted to Docket Management, PL-401, 400 7th Street, SW, Washington, DC 20590.

FOR FURTHER INFORMATION CONTACT:

For technical issues: Stephen R. Kratzke, Office of Crash Avoidance Standards, NHTSA, Room 5307, 400 7th Street, SW, Washington, DC 20590 (telephone 202-366-4931; fax 202-366-4329).

For legal issues: Taylor Vinson, Office of Chief Counsel, NHTSA, Room 5219, 400 7th Street, SW, Washington, DC 20590 (telephone 202-366-5263; fax 202-366-3820).

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I. Glossary

Since some of the groups of vehicles discussed in this final rule may be unfamiliar to many readers, the agency has listed and defined them below. In addition, it has shown their relationship to each other in the graph following the list.

"Sub-25 mph vehicle" means any 4-wheeled vehicle whose top speed is not greater than 25 miles per hour. This group includes all of the vehicles in the other groups below, except those speed-modified golf cars whose top speed is greater than 25 miles per hour.

"Conventional golf car" means either a fleet golf car or a personal golf car.

(A) *"Fleet golf car"* means a golf car used solely to carry one or more people and golf equipment to play golf. These are sold to golf courses.

(B) *"Personal golf car"* means a golf car used to carry one or more people and may carry golf equipment to play golf. These are sold to individual people who may use them to travel on public roads to and from golf courses and to play golf, to travel on public roads on purposes unrelated to golf, or for all of these purposes.

"Speed-modified golf car" means a conventional golf car that was modified, after its original manufacture, so as to

increase its speed. While some speed-modified golf cars have a top speed of 20 to 25 miles per hour, others have a higher top speed. That modification may currently be accompanied by the addition of safety equipment required for the on-road use of the golf car.

"Neighborhood electric vehicle" means any 4-wheeled electric vehicle whose top speed is not greater than 25 miles per hour. Some of these vehicles look more like a passenger car than a conventional golf car.

"Low-speed vehicle" means any 4-wheeled motor vehicle whose top speed is greater than 20 miles per hour, but not greater than 25 miles per hour. This group includes neighborhood electric vehicles, and speed-modified golf cars, whose top speed is greater than 20 miles per hour, but not greater than 25 miles per hour.

II. Executive Summary

A. The Final Rule

Since 1966, NHTSA has been directed by the National Traffic and Motor Vehicle Safety Act ("Vehicle Safety Act") (now codified as 49 U.S.C. Chapter 301) to issue Federal motor vehicle safety standards (FMVSSs) for motor vehicles and to ensure that those standards are appropriate for each class of motor vehicle to which they apply. 49 U.S.C. 30111(a) and (b)(3). As the vehicles within a class evolve in design or use or as the size of a class changes substantially relative to the sizes of other classes, the standards applicable to that class typically must evolve to keep pace with changing safety needs and priorities. For example, the substantial increase in the number of passenger vans and other types of light trucks and multipurpose passenger vehicles (and the increase in the personal use of these vehicles) in the 1980's led the agency to extend the requirements for passenger cars to those classes of vehicles. More recently, the increasing size and prevalence of sport utility vehicles has led the agency to examine the compatibility of those vehicles and smaller vehicles and review the standards applicable to those vehicles. Similarly, the appearance of new vehicles, such as electric vehicles and compressed natural gas vehicles, has made it necessary for the agency to issue new requirements tailored to the particular anticipated safety issues associated with those vehicles.

This rulemaking involves another instance in which the agency is called upon to adjust its standards to reflect changes in the vehicle population. Transportation needs are changing as the number of retirement and other

planned communities grow. These communities are particularly numerous in the southern tier or Sunbelt states such as California, Arizona, and Florida.² Many residents within these communities do not need or want a conventional motor vehicle like a passenger car to make short trips to visit friends, to run errands, or, if they are golfers, to go to the golf course. They prefer to use a smaller, 4-wheeled vehicle with limited-speed capability, such as a golf car, that is less costly and, if electric, emission free.

For years, a common practice among those relatively few states then permitting on-road use of golf cars was to allow such use only within a specified distance (generally ranging from 1/2 mile to 2 miles) from a golf course. "Golf carts" were defined by several of the states as having a top speed of 15 miles per hour or less.

In recent years, however, a growing number of states from California to Florida have passed legislation eliminating or establishing exceptions to the requirement that the on-road use of golf cars be in the vicinity of a golf course and authorizing their local jurisdictions to permit general on-road use of "golf carts," subject to speed and/or operational limitations.³ Nine of the 12 states now authorizing general on-road use condition such broader use upon the golf cars' meeting requirements for safety equipment. In all, 16 states⁴ now have laws authorizing their local governments to

² Some of the better known and most frequently-reported on examples of golf car communities are the City of Palm Desert, California, Sun City and Sun City West, Arizona, Peachtree City, Georgia (golf car operation there is restricted to dedicated paths), and Sun City Center and The Villages of Lady Lake, Florida.

³ State laws regarding the on-road use of golf cars appear to have gradually evolved in the last 15-20 years, particularly in the last 5 years, so as to expand the extent to which golf cars can be used on public roads. Several distinct stages of evolution are discernible:

- permitting golf car operators to cross public roads cutting through golf course;
- permitting golf cars to be used on roads in vicinity of golf course to make trips to and from golf course within golf community;
- permitting golf car use on roads designated by local governments; and
- permitting use of NEVs and golf cars with top speed of up to 25 miles per hour.

Some states have progressed through several stages in sequence, while others have apparently skipped the first several stages and begun with one of the latter stages.

⁴ Twelve states have a law permitting all-purpose trips with potentially broad areas: Arizona, California, Colorado, Florida, Georgia, Illinois (awaiting governor's signature), Iowa, Minnesota, Nevada, New Mexico, Texas, and Wyoming. One state has a law permitting all-purpose trips within vicinity of a person's residence: South Carolina. Three states have a law permitting trips to and from golf course: Arkansas, Oregon and Wisconsin.

permit golf cars either to be used generally on public streets designated by local governments (12 states) or within the vicinity of golf courses or a person's residence (4 states).

Further, three states have changed their laws to reflect the existence of sub-25 mph vehicles that are faster than almost all golf cars. They have either replaced an old statutory provision defining "golf carts" as having a top speed up to 15 miles per hour with a new one defining them as having a top speed up to 25 miles per hour⁵ or have added a new class of vehicles, "neighborhood electric vehicles," also capable of achieving 25 miles per hour.⁶

In addition to meeting a transportation need of these communities, sub-25 mph vehicles also help them meet some of their environmental goals. These vehicles are energy-efficient. Further, many of them are battery-powered, and thus emission free and quiet. To the extent that emission-free vehicles replace conventional vehicles powered by internal combustion engines, they help state and local officials in meeting ambient air quality standards under the Clean Air Act. For example, the City of Palm Desert, California, estimates that it has achieved an emissions reduction of 16 tons of carbon monoxide annually since implementing its program allowing golf cars to use the public streets. Further, as noted by the Economic Development Department of Arizona Public Service, the state's largest utility company, the use of electric vehicles also produces reductions in emissions of hydrocarbons, nitrogen oxide, and carbon dioxide.

There is currently a Federal regulatory barrier to the manufacture and sale of a segment of the sub-25 mph vehicle

group. Under longstanding agency interpretations, vehicles used on public roads are regarded by this agency as "motor vehicles" within the meaning of the Vehicle Safety Act if they have a top speed greater than 20 miles per hour. If sub-25 mph passenger-carrying vehicles have a top speed exceeding 20 miles per hour, they are classified in the same manner as much faster and larger motor vehicles (i.e., as passenger cars). Further, they are subject to the same FMVSSs developed to meet the particular safety needs of passenger cars. Since the application of these FMVSSs to these sub-25 mph passenger-carrying vehicles would necessitate the addition of a considerable amount of structure, weight and cost, such application appears to preclude their production and sale. In addition, given the limited-speed capability and relatively controlled operating environments of these vehicles, it does not currently appear necessary from a safety standpoint to design them to meet the full range of passenger car FMVSSs, especially those incorporating dynamic crash requirements.

This rulemaking eliminates the conflict between the state and local laws, on the one hand, and the Federal requirements, on the other, by removing these sub-25 mph vehicles with a top speed range of 20 to 25 miles per hour from the passenger car class of motor vehicles and placing them in a new class subject to its own set of safety requirements.⁷ As noted above in the summary section, the new class is called low-speed vehicles (LSV). LSVs include any 4-wheeled vehicle, other than a truck, with a maximum speed greater than 20 miles per hour, but not greater than 25 miles per hour.

There are currently two types of vehicles that will qualify as LSVs. One type is the golf car. All conventional golf cars, as now originally manufactured, have a top speed of less than 20 miles per hour, and thus, do not meet the speed capability threshold for LSVs. However, some conventional golf cars are modified so as to go more than

20 miles per hour. Those speed-modified golf cars whose top speed is between 20 and 25 miles per hour qualify as LSVs. Similarly, there is a very small number of originally manufactured custom golf cars that are not modified conventional golf cars and that have a top speed above 20 miles per hour. Some of them look very much like passenger cars. Those custom golf cars with a top speed between 20 and 25 miles per hour qualify as LSVs.

The other vehicles that will qualify as an LSV are so-called "Neighborhood Electric Vehicles" or "NEVs." Current NEVs are bigger and heavier, and have more superstructure than golf cars. Further, as originally manufactured, current NEVs have top speeds of 25 miles per hour. However, like golf cars, they do not have doors, and thus have neither heating systems nor air conditioners.

LSVs will be subject to a new FMVSS, Standard No. 500, *Low-Speed Vehicles*, established by this final rule. This standard is being issued in recognition of the fact that the growing on-road use of golf cars has already resulted in some deaths and serious injuries. The agency has information indicating that there were 16 deaths of golf car occupants on the public roads from 1993 to 1997. The standard's requirements are based primarily upon a regulation that the City of Palm Desert, California, established in 1993 for golf car owners seeking to register their golf cars for use on the city's streets. The new FMVSS requires LSVs to be equipped with basic items of safety equipment: headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brake, windshields of either type AS-1 or type AS-5 glazing, rearview mirrors, seat belts and vehicle identification numbers (VINs).

In view of the uncertainty among commenters about compliance responsibilities under Standard No. 500, the agency wants to clarify the responsibilities of each group of interested parties.⁸

• *Manufacturers of conventional golf cars.* Golf car manufacturers have no

⁵ For the purpose of statutory provisions relating to golf car transportation plans, California defines a "golf cart" as "a motor vehicle having not less than three wheels in contact with the ground, having an unladen weight less than 1,300 pounds, which is designed to be and is operated at not more than 25 miles per hour and designed to carry golf equipment and not more than two persons, including the driver." California Streets & Highways Code § 1951. (For all other purposes, California Vehicle Code § 345 continues to define "golf carts" as "a motor vehicle . . . which is designed to be and is operated at not more than 15 miles per hour . . .") Arizona has a definition similar to § 1951, except that it specifies an unladen weight of less than 1,800 pounds and a capability of carrying not more than four persons, including the driver. A.R.S. § 28-101(22).

⁶ Arizona defines a "neighborhood electric vehicle" as an emission free motor vehicle with at least 4 wheels in contact with the ground and an unladen vehicle weight of less than 1,800 pounds that is designed to be and is operated at no more than 25 mph and is designed to carry no more than four persons. A.R.S. § 28-101(32). Colorado has a similar term and definition. C.R.S. 42-1-102 (60.5).

⁷ This action is analogous to the agency's decision in 1968 to regulate small, low-powered motorcycles differently than larger, higher-powered motorcycles. To implement this decision, the agency established a subclass of motorcycles called "motor-driven cycles." NHTSA then determined which of the requirements in the safety standards for the larger, higher-powered motorcycles would be appropriate for application to motor-driven cycles. The agency excluded motor-driven cycles from some requirements, while making them subject to other requirements. By means of this tailoring, the agency effectively balanced its responsibilities to assure that its standards:

- protect the public from unreasonable risk, and
- are practicable and appropriate for the particular vehicle type.

⁸ Manufacturers of custom golf cars, dealers and other commercial entities that modify golf cars, and manufacturers of NEVs may wish to obtain a copy of NHTSA regulations (in Title 49 Code of Federal Regulations Parts 400-999 revised as of October 1, 1997, available from a U.S. Government Bookstore). Among other things, these parties will need to obtain a VIN identifier from the Society of Automotive Engineers, as specified in Part 565. They will also have to prepare and affix certification labels in accordance with Part 567 when their low-speed vehicles have been conformed and are ready for sale. Finally, they must file an identification statement that meets the requirements of Part 566 not later than 30 days after beginning manufacture of a low-speed vehicle.

compliance responsibilities so long as they continue their current practice of limiting the top speed of their golf cars, as originally manufactured, to less than 20 miles per hour.

- *Manufacturers of custom golf cars.* Manufacturers of custom golf cars are subject to Standard No. 500 if the top speed of their vehicles is between 20 and 25 miles per hour and to the FMVSSs for passenger cars if their top speed is above 25 miles per hour.

- *Dealers and other commercial entities that modify golf cars.* If dealers and other commercial entities modify conventional golf cars so that their top speed is increased to between 20 and 25 miles per hour, those dealers and entities must conform the modified golf cars to Standard No. 500 and certify their compliance with that standard. This requirement covers all golf cars modified on or after the effective date of Standard No. 500, regardless of when the golf car was originally manufactured.

- *Manufacturers of NEVs.* Any manufacturer of a NEV whose top speed is between 20 and 25 miles per hour must ensure that the vehicle complies with Standard No. 500 and certify its compliance with that standard. This requirement covers all new NEVs manufactured on or after the effective date of Standard No. 500.

In response to concerns expressed by several commenters, NHTSA wishes to address several matters concerning the effect that issuing Standard No. 500 has on state and local laws. First, as noted in the NPRM, this final rule does not alter the ability of states and local governments to decide for themselves whether to permit on-road use of golf cars and LSVs.

Second, state and local governments may supplement Standard No. 500 in some respects. They may do so by requiring the installation of and regulate the performance of safety equipment not required by the standard. However, the states and local governments may not specify performance requirements for the safety equipment that is required by the standard. The agency tentatively decided in the NPRM that LSV manufacturers need not comply with requirements regulating the performance of any items of equipment (except seat belts) required by the standard. Seat belts are required to meet Standard No. 209, *Seat belt assemblies*. The agency is making that decision final in this rule.

Third, the agency notes that the issuance of Standard No. 500 does not require current owners of speed-modified golf cars having a top speed between 20 to 25 miles per hour to

retrofit them with the equipment specified in the standard. The decision whether to require retrofitting of golf cars that are already on the road remains in the domain of state and local law.

B. Comparison of Notice of Proposed Rulemaking and Final Rule

NHTSA proposed that the low-speed vehicle standard be designated Standard No. 100. However, since the standard contains both crash avoidance and crashworthiness requirements, NHTSA has decided to adopt a number for the new standard that is outside both the 100 series of standards and the 200 series of standards. The new standard will be known as Standard No. 500, *Low-speed vehicles*, 49 CFR 571.500.

This final rule adopts, in most other respects, the standard as it appeared in the agency's January 8, 1997 notice of proposed rulemaking (NPRM) (62 FR 1077). It requires all the proposed safety equipment, except the warning label, and, as requested by some commenters, adds a requirement for a VIN. In response to comments regarding the need for requiring means of enhancing rear conspicuity beyond that provided by the proposed taillamps and stop lamps, the agency has added a requirement for a rear reflex reflector to help following drivers detect the presence of a parked or stopped LSV at night. In response to a request of the National Golf Car Manufacturers Association (NGCMA) that manufacturers be allowed to install polycarbonate windshields, the final rule permits a choice between either AS-5 polycarbonate glazing or AS-1 safety glass for LSV windshields.⁹ In addition, to provide a means for determining whether a vehicle's speed qualifies it as a LSV, the agency has added a test procedure for determining maximum vehicle speed. The procedure is based largely on the maximum speed test procedure in the industry standard for golf cars,¹⁰ and on provisions in American Society for Testing and Materials standards regarding determination of pavement friction.

The final rule differs from the proposal in one other important respect. The standard has been amended so that it applies to a narrower population of vehicles. Before the issuance of the proposal, NGCMA represented that: (1)

⁹ Those types of glazing are defined in the American National Standard Institute's "Safety Code for Safety Glazing Materials for Glazing Motor Vehicles Operating on Land Highways" Z26.1-1977, January 26, 1977, as supplemented by Z26.1a, July 3, 1980.

¹⁰ ANSI/NGCMA Z130.1-1993, "American National Standard for Golf Cars—Safety and Performance Requirements."

Its members¹¹ do not manufacture any golf cars for use on the public roads; (2) the industry standard for all golf cars used exclusively on golf courses specifies a maximum speed of 15 miles per hour; and (3) its members fully meet the industry standard.¹² Also, at a public meeting held by the agency on July 25, 1996, NGCMA asked the agency to mandate speed limits not to exceed 15 miles per hour for golf cars on public roads.

Based on this information and request from NGCMA, it appeared to NHTSA that 15 miles per hour was the appropriate dividing line not only between golf cars manufactured for golf course use and those manufactured for both on-road use and golf course use, but also between conventional golf cars and speed-modified golf cars.¹³ The agency tentatively concluded that if a golf car manufacturer produced golf cars with a top speed capability above the industry standard, i.e., above 15 miles per hour, that the "manufacturer must intend its vehicles to be used on public roads as well as one golf courses." (62 FR 1082) Accordingly, the agency drafted the proposal to cover vehicles with a maximum speed capability greater than 15 miles per hour, but not greater than 25 miles per hour. Based on what it had been told by NGCMA, the agency believed that its proposal would affect virtually no conventional golf cars, as originally manufactured.

Since the NPRM, NHTSA has obtained new information from NGCMA. In response to a May 1998 inquiry by the agency, NGCMA said that 1 percent of Club Car's fleet golf cars, and 75 percent of its personal golf cars, have a top speed between 15 and 20 miles per hour.¹⁴ Thus, contrary to the agency's expectation, the proposal would have applied to a significant minority of Club Car's golf cars.

Based on this new information, the agency has decided to limit the application of Standard No. 500 to vehicles whose top speed is between 20 and 25 miles per hour. This decision

¹¹ NGCMA represents the original equipment manufacturers of 95 percent of all golf cars manufactured and distributed in the United States. Its four largest members, in terms of golf car production, are E-Z-GO, Club Car, Yamaha, and Melex.

¹² The golf car industry indicated at NHTSA's July 25, 1996 public meeting that its members adhere to the standard "100 percent."

¹³ The agency noted that there was one model of golf car whose top speed, as originally manufactured, reportedly exceeded 15 miles per hour. No information relating to the production volume of that model was available at that time.

¹⁴ NGCMA confirmed that E-Z-GO, Yamaha, and Melex do not produce any golf cars whose top speed exceeds 15 miles per hour.

carries out the agency's original intention of excluding virtually all conventional golf cars, as originally manufactured, from the standard.

The agency also believes that 20 miles per hour is a better dividing line between vehicles designed for use on the golf course and vehicles designed for on-road use. The conventional golf cars with a top speed between 15 and 20 miles per hour have a body and understructure very similar to that of conventional golf cars with a top speed less than 15 miles per hour. Further, while the speed differential between those two groups of golf cars creates a significant difference in their potential crash energy, the energy in the 15 to 20 mile-per-hour range is still modest compared to that of LSVs.¹⁵ According to NGCMA, golf cars with a top speed of less than 15 miles per hour typically have a top speed of about 12 miles per hour. Those with a top speed between 15 and 20 miles per hour are believed by the agency to have a top speed of approximately 17 to 18 miles per hour.

The practical safety effects of raising the speed threshold do not appear to be extensive. Data obtained since the NPRM regarding the limited number of fatalities associated with on-road use of conventional golf cars indicate that the state and local governments are adequately providing for the safety of on-road users of those golf cars.

However, NHTSA concludes that Federal action is needed to address the safety problems that the agency anticipates will be associated with vehicles whose top speed is between 20 and 25 miles per hour. The speed differential between those vehicles and the great bulk of golf cars whose top speed is less than 15 miles per hour is as much as 12 miles per hour, while the speed differential between golf cars whose top speed is between 15 and 20 miles per hour and slower golf cars is about half that, i.e., 5–6 miles per hour. The crash forces that 20 to 25 mile-per-hour vehicles will experience are significantly greater than those for 15 to 20 mile-per-hour golf cars and much greater than those for sub-15 mile-per-hour golf cars. Those greater forces make it necessary to require that LSVs be equipped with more safety features than the states and their local jurisdictions currently require for conventional golf cars used on-road. Most important, it makes it necessary to require seats belts. Seat belts can prevent LSV occupants from falling out

during abrupt maneuvers and prevent or reduce their ejection during crashes.

Finally, vehicles with "work performing equipment" (i.e., certain trucks) would have been LSVs under the proposal, although not required to meet Standard No. 500. Under the final rule, these vehicles are no longer included LSVs and must continue to meet truck FMVSSs. This change is consistent with the rationale of this rulemaking, which is to eliminate a regulatory conflict involving passenger-carrying vehicles. Further, NHTSA concludes that the truck FMVSSs remain appropriate for trucks with a speed capability between 20 and 25 miles per hour and that these standards have not inhibited their introduction in the past.

III. Background

A. Introduction; Sub-25 MPH Vehicles and the Traditional Interpretation of "Motor Vehicles"

Title 49 U.S.C. Chapter 301 grants NHTSA regulatory authority over "motor vehicles." All "motor vehicles" are subject to the Federal motor vehicle safety standards promulgated by NHTSA pursuant to 49 U.S.C. 30111, and to the notification and remedy provisions of 49 U.S.C. 30118–30121. A "motor vehicle" is a vehicle "manufactured primarily for use on the public streets, roads, and highways" 49 U.S.C. 30102(a)(6). The agency's interpretations of this term have centered around the meaning of the word "primarily." The agency has generally interpreted the term to mean that a significant portion of a vehicle's use must be on the public roads in order for the vehicle to be considered to be a motor vehicle.

NHTSA's principal interpretation of the definition of "motor vehicle" dates from 1969, and addressed the status of mini-bikes. NHTSA said that it would initially defer to the manufacturer's judgment that a vehicle was not a "motor vehicle." However, the agency said, the decision and subjective state of mind of the manufacturer " * * * cannot be conclusive * * *." NHTSA said that to resolve the question of whether a particular vehicle is a motor vehicle, it would

invoke the familiar principle that the purpose for which an act, such as the production of a vehicle, is undertaken may be discerned from the actor's conduct in the light of the surrounding circumstances. Thus, if a vehicle is operationally capable of being used on public thoroughfares, and if in fact, a substantial proportion of the consumer public actually uses [it] in that way, it is a "motor vehicle" without regard to the manufacturer's intent, however manifested. In such a case, it would be incumbent upon

a manufacturer of such a vehicle either to alter the vehicle's design, configuration, and equipment to render it unsuitable for on-road use or, by compliance with applicable motor vehicle safety standards, to render the vehicle safe for use on public streets, roads, and highways.

(October 3, 1969; 34 F.R. 15147)

To resolve borderline cases, NHTSA set forth criteria that it said it would employ in determining whether a particular vehicle is a "motor vehicle." The agency stated:

[p]erhaps the most important of these [criteria] is whether state and local laws permit the vehicle in question to be used and registered for use on public highways. The nature of the manufacturer's promotional and marketing activities is also evidence of the use for which the vehicle is manufactured.

Noting the comparative rarity of mini-bike use on public streets, and that the registration of mini-bikes for use on public streets was precluded by laws of most jurisdictions unless they were equipped with Standard No.108-type lighting devices, NHTSA said it would not consider mini-bikes to be "motor vehicles" if their manufacturers met the following criteria:

- (1) Do not equip them with devices and accessories that render them lawful for use and registration for use on public highways under state and local laws;
- (2) Do not otherwise participate or assist in making the vehicles lawful for operation on public roads (as by furnishing certificates of origin or other title document, unless those documents contain a statement that the vehicle was not manufactured for use on public streets, roads, or highways);
- (3) Do not advertise or promote them as vehicles suitable for use on public roads;
- (4) Do not generally market them through retail dealers of motor vehicles; and
- (5) Affix to the mini-bikes a notice stating in substance that the vehicles were not manufactured for use on public streets, roads, or highways and warning operators against such use.

The agency's interpretations since 1969 have added new elements to the mini-bike criteria for determining whether vehicles capable of on-road use are "motor vehicles." The most important exclude vehicles that have "abnormal" configurations and a top speed of 20 miles per hour or less. As an example, NHTSA informed Trans2 Corporation in 1994 that its "low-speed electric vehicle" intended for use in residential communities, university campuses, and industrial complexes was not a "motor vehicle" because it had a top speed of 20 mph and unusual body features that made it readily distinguishable from "motor vehicles." These features included an oval-shaped passenger compartment, taillamps built into headrests, and a configuration the

¹⁵ The potential crash energy of a vehicle increases at a greater rate than increases in the vehicle's speed. This is because an object's acceleration (or deceleration) equals the mass of the object times the velocity squared.

approximate size and height of a golf cart. On the other hand, in 1995, NHTSA informed Goodlife Motors Corporation that its "super golf car" was a motor vehicle because it had a top speed of 29 mph and its configuration resembled that of a prototype Volkswagen passenger car.

B. 1996 Request for Regulatory Relief

In the spring of 1996, Bombardier, Inc., asked NHTSA to make regulatory changes to permit the introduction of a new class of 4-wheeled vehicle that is small, relatively slow-moving, and low-cost. The company had identified retirement communities in the Sunbelt states as likely prospects for a NEV that it was developing. Bombardier's NEV is a two-passenger vehicle, closed at the top but open at the sides, intended for use on city streets at speeds up to 25 miles per hour. It looks very much like a very small passenger car. The Bombardier NEV will be available with a "low speed golf mode" option that reduces the vehicle's maximum speed to 15 miles per hour when the ignition key is turned from "D"(rive) to "G"(olf). However, because Bombardier's NEV would have been classified as a passenger car under the agency's existing interpretations and regulations and because its NEV could not meet the FMVSSs for passenger cars, Bombardier could not offer its small vehicle for sale in the United States.

Accordingly, Bombardier asked the agency to change its longstanding interpretations of what constitutes a motor vehicle as they apply to 4-wheeled vehicles. Under those interpretations, vehicles that were used on-road, but that had a distinctive configuration setting them apart from the normal traffic flow and that were not capable of exceeding 20 miles per hour, were not regarded as motor vehicles. The company asked that the maximum speed threshold used in the agency's interpretations be increased from 20 miles to 25 miles per hour. Bombardier stated that limiting the top speed of its NEV to 20 miles per hour would compromise the ability of the NEV to maneuver in traffic on public streets where it would be operating in a mix with larger and faster vehicles, and limit the marketability of the NEV. Accordingly, it sought a revision of the NHTSA interpretation instead.

C. Pre-rulemaking Study and 1996 Public Meetings

Since the use of sub-25 mph vehicles on public roads was a relatively new phenomenon, NHTSA took special steps to acquire information regarding such use. First, the agency commenced a

survey of state laws regarding the use of golf cars on public roads. NHTSA found that the statutes of various states, e.g., California, Arizona, and Florida, gave local governments the authority to allow the use of "golf carts" on public streets. California has authorized all of its cities and counties to establish a Golf Cart Transportation Plan area in which golf carts are permitted to operate on "golf cart lanes," defined as "roadways * * * shared with pedestrians, bicyclists, and other motorists in the plan area." Each plan must include minimum design criteria for safety features on golf carts as well. Arizona provides for registration of both NEVs and golf cars, each of which is defined as a vehicle with a maximum speed of not more than 25 miles per hour, and forbids NEVs from being driven on public roads with posted speed limits higher than 35 miles per hour. Florida has no speed restrictions for golf cars, but requires them to be equipped with "efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear." That state permits operation of golf cars on county roads which have been designated by a county for use by golf cars, or on city streets which have been so designated by a city. Golf cars cannot be operated during the hours between sunset and sunrise under California and Florida law, except that local entities may allow nighttime use of golf cars equipped with headlamps, taillamps and stop lamps.

NHTSA decided to study the California statutes in detail because that state appeared to have the most extensive requirements concerning the on-road safety of golf cars. In 1992, California amended its Streets and Highway Code ("CSHC") to authorize the City of Palm Desert to establish a Golf Cart Transportation Pilot Program (CSHC Secs. 1930-37), and later adopted amendments to giving similar authority to any city or county in California. As noted above, this legislation allows local jurisdictions to establish a Golf Cart Transportation Plan area in which golf cars are permitted to operate on "golf cart lanes", defined as "roadways * * * shared with pedestrians, bicyclists, and other motorists in the plan area" (CSHC 1951). Each plan must include minimum design criteria for safety features on golf cars as well (CSHC 1961).

A plan under the California law must also include a permit process for golf cars to ensure that they meet the minimum design criteria (CSHC 1961). At that time, those criteria were

required to include seat belts.¹⁶ Also, the California law requires an operator to have a valid California driver's license and carry a minimum amount of insurance.

In addition, the law requires a plan to allow only golf cars equipped with the requisite safety equipment to be operated on "separated golf cart lanes" identified in the plan. Lane striping on the pavement surface is sufficient for a lane to qualify as a "separated golf cart lane."

Pursuant to this law, the City of Palm Desert drew up and implemented a golf car transportation plan. As required by then existing state law, the plan included a requirement for seat belts. NHTSA has been informed by the City of Palm Desert that this plan will cover NEVs as well as golf cars.

Under that plan, there are three classes of golf car facilities:

- A "Class I Golf Cart Path," completely separated from public roads, for use by golf cars and bicycles only.
- A "Class II Golf Cart Lane," marked on public roads with posted speed limits up to 45 miles per hour (the separate lane is designated by striping), for use by golf cars and bicycles only.
- A "Class III Golf Cart Route," i.e., public roads with speed limits of 25 miles per hour or less (the route is identified by placing Golf Cart Route signs along roadways). They are for shared use by golf cars and automobile traffic.

To gather further information, NHTSA held a public meeting on July 18, 1996, in the City of Palm Desert, attended by state, county, and city officials from both California and Arizona, golf car manufacturers, owners, a dealer, and two NEV manufacturers.

Fourteen commenters spoke at the meeting, all expressing support for the use of small, 4-wheeled electric vehicles on city streets because of environmental enhancement, consumer benefits, and a good safety record.

The first speaker was Roy Wilson, representing the fourth district of the Riverside County Board of Supervisors, a member of the governing board of the South Coast Air Quality Management District and a member of the Riverside County Transportation Commission. He asked for NHTSA's "approval in allowing Neighborhood Electric Vehicles and other slow-moving vehicles to operate on public roadways and to increase the maximum speed limit to 25 miles an hour." Supervisor

¹⁶The requirement for seat belts was replaced in September 1997 by a provision authorizing, but not requiring golf cart transportation plans to include a requirement for seat belts.

Wilson advised the panel that "you have a unique opportunity to provide leadership in an area of public policy which has both transportation and air quality ramifications and which directly addresses the lifestyle of our growing senior population." With respect to the golf car program, which was established when he was a member of the City of Palm Desert Council, Supervisor Wilson stated that

it has reduced congestion on city streets, provided affordable user friendly alternatives to transportation needs, and based on this experience as well as those in areas—programs that are similar in areas like Davis [California]; Sun City, Arizona and Lady Lake, Florida, I believe this program has tremendous potential.

Supervisor Wilson stated that favorable action by NHTSA

would expand the pool of electric vehicles which * * * from an environmental, primarily air quality perspective, * * * are also extremely beneficial. They do not emit toxins including carbon monoxide into the air.

He was followed by Ramon Diaz, the city manager of the City of Palm Desert. Mr. Diaz told the panel that "the golf cart program has been very successful * * * Areas of the city that are being annexed in are asking us, 'When can we have our golf cart lanes? When can we begin driving our golf carts?'"

The next commenter, Commander Steven Bloomquist of the Palm Desert Section, Riverside Sheriff's Office, spoke "from a law enforcement perspective." Initially, there were concerns

about the mixing of slower moving vehicles with faster moving vehicles and also the size difference, mentioning the physics of the speed difference between golf carts and passenger vehicles and trucks and the like.

However, Commander Bloomquist had been reassured after his three year experience with the program:

To date * * * we have not had any accidents involving the larger vehicles which move at a greater speed with the slower moving golf carts.

Assemblyman James F. Battin, Jr., represented by his district manager Kim Estock, addressed the importance of alternative transportation for senior citizens:

With a limited income comprised of social security and perhaps a small retirement fund, some seniors have been able to cut the cost of an automobile with insurance out of their budget altogether because of the option of using an electric vehicle with a one time purchase cost.

The California commenters were supported by those from Arizona, beginning with R. H. Stranger, regional

manager of Southern California Edison for Coachella Valley. Mr. Stranger was followed by David Bentler, Electric Transportation Project Manager for the largest electric utility in Arizona (Arizona Public Service Economic and Community Development). Mr. Bentler showed a video in which the affordability, accessibility, and utility of the NEV were promoted by the [unidentified] executive director of the homeowners association of Westport Village as well as by the Village's recreational office manager, Donna Highley, two Village residents, Joan and Larry Thomas, Jerry Unger, a director of the Sun City Homeowners' Association, and Ray Prendergast of the Sierra Club.

Arizona golf car dealer, Steve Pohle of Sun City, spoke in favor of allowing the vehicles he sells to use the public roads at speeds up to 25 miles per hour. He said that

(i)t is [a speed] that many of our customers obtain now with their golf carts and are doing it safely. I think the biggest advantage of that speed is the ability to be able to, after stopping at an intersection or wherever they are traveling, * * * quickly maneuver out of the way of traffic.

The agency held another public meeting in Washington, D.C., on July 25, 1996. At that meeting, NGCMA indicated its objection to the requirement in the California statutes and in the City of Palm Desert plan for seat belts. NGCMA viewed the requirement as "antithetical to the personal safety of drivers and occupants of golf cars." The association thought that legislative bodies have "a very limited understanding of the physical limitations of the golf car as it presently is constructed and the consequent susceptibility for personal injury and even death, if seat belts were to be required." NGCMA apprised the panel of the industry's standard, ANSI/NGCMA Z130.1-1993. It presented reasons why the industry believed that a golf car should not be considered a "motor vehicle," i.e., it stated that golf cars are designed primarily for use on golf courses and not the public streets. The association noted that the industry does not equip golf cars with equipment that make them lawful for registration and use on the public roads. It argued that accordingly if an owner chooses to operate a golf car on the public roads, the manufacturer should not be penalized for it. NGCMA further stated that "(t)he maximum recommended speed for golf cars under ANSI/NGCMA Z130.1 is 15 miles per hour." In addition, it stated that "the golf car manufacturers believe that any speed in excess of 15 miles per hour begins to

approach problems with stability, and increases the risk of injury or death on account of the loss of stability and increased braking distance." (Transcript, July 25, 1996, p. 15)

Given NHTSA's developing interest, NGCMA asked that the agency consider the following:

- (1) Initiate steps to preempt all state and local regulation of golf cars on public roads * * * until a thorough investigation and analysis has been made of the safety issues and optimum responses to these issues;
- (2) Mandate speed limits not to exceed 15 miles per hour for any golf car used on public streets and highways;
- (3) Solicit from the golf car manufacturers recommendations for safety accessories that might be utilized or recommended for golf cars whose owners desire to utilize their golf cars on public streets and highways;
- (4) Advise NGCMA of what additional signage or documentation, if any, should preferably be furnished golf car purchasers to ensure the purchaser understands the golf car was not manufactured for use on public streets * * * and cautioning operators against such use unless the vehicle is equipped with whatever minimum requirements might be deemed appropriate by NHTSA;
- (5) Consider defining and regulating light-weight vehicles capable of being driven on public roads as * * * NEVs, to distinguish NEVs from golf cars which are self-regulated pursuant to ANSI/NGCMA Z130.1. References to "golf cars" as such should be deleted from any state and federal laws and regulations dealing with motor vehicles.

Further, NGCMA said that NHTSA "needs to preempt state and local initiatives on this subject until NHTSA has clearly identified the safety issues and appropriate responses to these issues in a cautious and careful manner."

NHTSA had also asked for written comments from those who could not attend its public meetings. The commenters included representatives of state and local governments including law enforcement officials, manufacturers and users of NEVs and golf cars, representatives of utilities, a public interest group, and other interested persons. Specifically, written comments were received from Rep. Sonny Bono, and, in the order received, from Lois Wolk (mayor, City of Davis), J. Douglass Lynn (Lynn & Associates with a subsequent submission as well), Bombardier, Dr. Tim Lynch (Director, Center for Economic Forecasting and Analysis, Institute for Science and Public Affairs, Florida State University), the City of Palm Desert, Richard S. Kelley (president, Southern California Association of Governments, two comments by Mr. Thomas of Trans2

Corporation,¹⁷ Jim Douglas (assistant director, Motor Vehicle Division, Arizona Department of Transportation, the written remarks of the NGCMA general counsel, several video tapes, Dr. James M. Lents (executive officer, South Coast Air Quality Management District), George Boal (resident of the City of Palm Desert), Marilyn D. McLaughlin (resident of the City of Palm Desert), David Guthrie (deputy director, Arizona Department of Commerce, Harry C. Gough (automotive engineering professional specialist, Connecticut Department of Motor Vehicles), Paul and Jacklyn Schlagheck (residents of Lady Lake, Florida), Dr. Gerald Donaldson (senior research director, Advocates for Highway and Auto Safety ("Advocates"), Jim Prentice (resident of Port St. Lucie, Florida), Paul Jackson Rice, Esq. (Arent, Fox, Kintner, Plotkin & Kahn), Sheriff Ralph E. Ogden of Yuma, Arizona, Lawrence Lingbloom (Sierra Club California), Cynthia Kelly, Esq., (government relations counsel, Golf Course Superintendents Association of America), the Board of Directors of the Palm Desert Country Club Association, Gerald W. ("Wally") Powell (reliability engineer, E-Z-GO Textron ("E-Z-GO")), Bob Doyle (assistant sheriff, patrol and investigations division, Riverside County Sheriff's Office), Wayne Balmer (community development director, Mesa, Arizona), and Marvin B. Jaques (vice president special projects, Ransomes American Corporation ("Cushman")), the manufacturer of Cushman utility vehicles.

In brief, the governmental authorities and the public supported the on-road use of electric golf cars and NEVs as addressing the public interest in a cleaner environment. Users noted approvingly the mobility that is afforded by the ability to use golf cars and NEVs on the public roads as an alternative to the passenger car for short in-town trips. These groups testified to the absence of any on-road safety problems involving golf cars and opposed any regulation by NHTSA that would curtail driving them on the public roads, or that would increase their costs. Golf car manufacturers objected to the possible classification of their products as "motor vehicles" and wished to remain free of Federal regulation.

D. Regulatory Options Considered

After considering the results of its survey of state and local locals and its

public meetings, the agency identified three options for responding to Bombardier's request. The first was to grant Bombardier's request to revise the agency's interpretive test for determining whether an on-road vehicle is a motor vehicle by raising the threshold top speed capability from 20 miles per hour to 25 miles per hour. This option had a number of drawbacks. If the agency had granted Bombardier's request, it would have placed LSVs beyond its regulatory reach. This would have been undesirable from a safety standpoint since, as noted above, there appeared to be a greater need for Federal action with respect to LSVs than with respect to slower vehicles. Further, by relinquishing its jurisdiction over these vehicles, NHTSA would have lost the flexibility to adjust its LSV regulatory actions in response to any changes in the safety record of those vehicles. Finally, this approach would have allowed the states to adopt differing requirements for the same aspects of safety performance, vitiating the intent of Congress that motor vehicles be subject to a uniform national set of Federal safety standards. For these reasons, NHTSA decided not to grant Bombardier's request.

The second option was to maintain the existing line of interpretations and vehicle classifications, under which all vehicles capable of being driven at speeds of more than 20 miles per hour, regardless of their configuration, size or weight, are treated as "motor vehicles" and are subject to the same safety performance requirements. But simply leaving the current interpretations and vehicle classifications in place effectively would have subjected LSVs to requirements they could not meet and thereby effectively prohibited the manufacture and sale of LSVs. Thus, this option would not be responsive to the growing public interest in using low-cost and low-speed 4-wheeled vehicles within limited operating environments.

The third option was for the agency to revise its existing system of vehicle classifications by creating a new class of vehicles comprising LSVs and applying to them new safety requirements that would be appropriate for and accommodate this emerging form of transportation while addressing its safety needs. Developing this option necessitated defining the new class of vehicles in such a way as to include the appropriate vehicles and exclude others. It appeared that standards applicable to current passenger cars could not, and need not, be applied in all aspects to LSVs, but it was not clear what standard should take their place. Moreover, since

LSVs had not entered the country's motor fleet in significant numbers, there were few crash and injury data on which to base a judgment about the extent and nature of the safety need.

Despite these challenges and uncertainties, the agency determined the third option to be the most prudent approach and accordingly used it as the basis for its proposal.

E. 1997 Notice of Proposed Rulemaking

Based on the information gathered through autumn of 1996, NHTSA developed a proposed regulation for LSVs, a new vehicle class including both NEVs and golf cars with a top speed between 15 and 25 miles per hour. Both types of vehicles have similar design and operational characteristics and are likely to have common safety problems. As such, NHTSA decided that the issues of the proper regulatory treatment for them should be considered together.

The basic jurisdictional issue was how to differentiate between golf cars that were manufactured exclusively for use on golf courses and those that are being permitted by states and municipalities to be operated as on-road vehicles. NHTSA tentatively decided to adopt a speed criterion to address this question. The industry's standard Z130.1, which applies to all golf cars, contains a specification for "Maximum vehicle speed "(paragraph 9.6.1) under which "(t)he average speed [of runs in opposite directions] shall not exceed 15 mi/h (24 km/h)" (paragraph 9.6.1.3). Further, NGCMA stated at the July 25, 1996 public meeting that its primary activity since its inception had been the promotion and sponsorship of standard Z130.1 and that 100 percent of its members adhered to it. Accordingly, the record before the agency at the time of its proposal indicated that if a golf car could go faster than 15 miles per hour, the maximum speed permitted by the industry standard for golf cars to be used solely on golf courses, the golf car was not only more likely to be driven on the public streets than slower golf cars, but was intended by its manufacturer to be so used. For these reasons, NHTSA chose a maximum speed capability of 15 miles per hour to distinguish between golf cars truly manufactured for exclusive golf course use, and faster golf cars that might properly be considered "motor vehicles" for purposes of Federal safety regulation.

In considering what safety equipment to propose requiring, NHTSA reviewed the requirements of the states and municipalities for golf cars to be used on the public roads, and found them

¹⁷ After Trans2 submitted comments on the notice of proposed rulemaking in this proceeding, its assets were purchased by Global Electric MotorCars (GEM) of Fargo, North Dakota.

varied and sometimes unclear. The exception was the City of Palm Desert. The city requires "golf carts" offered for registration for on-road use to be equipped with headlamps, front and rear turn signal lamps, taillamps, stop lamps, rear side reflex reflectors, rearview mirrors, a parking brake, horn, windshield, and seat belts.

Since a Federal motor vehicle safety standard must be "reasonable, practicable, and appropriate" for the types of motor vehicles to which it applies, NHTSA reviewed the record to see whether imposition of the City of Palm Desert equipment requirements would be reasonable, practicable and appropriate for golf cars and NEVs. Steve Pohle had told the NHTSA panel at the meeting in the City of Palm Desert that Arizona requires street-legal golf cars to have head lamps, stop lamps, taillamps, a horn, and a rearview mirror. He added, "the majority of the [golf] cars I was speaking about are all equipped that way, so if they are using it on the street * * * they are equipped that way. We also always equip them, although it's not required by the state, with a Plexiglass windshield." In reply to a question as to the difference in cost "between a cart equipped versus a cart not equipped," Mr. Pohle estimated " * * about \$400 if we're including the windshield which would be about \$115 of that." The NEV manufacturers represented that their vehicles would be manufactured from the start with all the equipment required by the City of Palm Desert.

Accordingly, NHTSA considered the requirements of the City of Palm Desert to be an appropriate basis for a proposed Federal safety standard for LSVs. It was reasonable and appropriate because NEVs were designed to comply from the start, and testimony indicated that the equipment was easily added to existing golf car designs. It seemed practicable because there was testimony that new vehicles could be equipped at reasonable cost. It addressed the need for safety because the experience of the City of Palm Desert had indicated that on-road safety problems were virtually nonexistent.

Therefore, NHTSA proposed that LSVs (defined in the proposal as golf cars with maximum speeds between 15 and 25 miles per hour, and all vehicles other than motorcycles and vehicles with work-performing equipment, with a top speed of not more than 25 miles per hour), be equipped with the same equipment required by the City of Palm Desert. (January 8, 1997; 62 FR 1077) There were several minor differences. First, NHTSA proposed that the windshield be of AS-1 glazing, the type

that is found in passenger cars. Second, NHTSA did not propose that LSVs be equipped with horns. No other FMVSS requires the installation of horns because motor vehicles were equipped with horns long before the first FMVSS was issued. NHTSA believed that LSV manufacturers would similarly incorporate horns as a matter of course. Third, the agency proposed to require a label indicating that LSVs should not be driven at speeds greater than 25 miles per hour on any road. NHTSA proposed that the new standard be designated "Standard No. 100."

F. Summary of Comments on Notice of Proposed Rulemaking

Over 100 comments were received from three major groups: elected national, state, and local officials; golf car manufacturers and dealers; and advocacy groups. (NHTSA's Docket Room has assigned a number to each comment. For example, the 20th comment is denoted "96-65-NO1-020." For simplicity, in discussing specific submissions in this preamble to the final rule, the agency uses only the last three digits to identify the comment, i.e., "020.")

1. State and Local Officials; Utilities

State and local officials, with one exception, supported the proposal. These included Ralph E. Ogden, Yuma County (AZ) Sheriff's Office (002); Rollie K. Seebert, Maricopa County (CA) Sheriff (005); Richard S. Kelly, Mayor, City of Palm Desert (CA) (006); D.O. Helmick (California Highway Patrol (013); Dottie Berger, Commissioner, Hillsborough (FL) (014); Michael D. Branham, Assistant City Manager, Surprise (AZ) (015); Assemblyman Jim Battin (CA) (019); David Guthrie, Arizona Department of Commerce (021); Ted Hiding, Electric Transportation Manager, Arizona Public Service Economic Development Department (026); Lois Wolk, Mayor, Davis (CA) (027); L. Denno, California Highway Patrol (028); Nancy J. Deller, Deputy Director, California Energy Commission (036); Richard D. Lamm, former Governor, Colorado (056); Pamela Bass, Vice President, Southern California Edison (061); Robert H. Cross, Chief Mobile Source Control Division, California Air Resources Board (80); and Kirk Brown, Secretary, Illinois Department of Transportation (088).

The principal reasons for supporting the proposal were the enhancement of air quality that electric-powered LSVs would bring, and the importance of developing alternative forms of transportation. This was most cogently expressed by David Guthrie, Deputy

Director, Arizona Department of Commerce (021), who said:

NEV's * * * provide an affordable, environmentally friendly alternative to gasoline powered automobiles that is consistent with our goal of promoting "cleaner" vehicles without hampering economic growth or putting undue financial burdens on our citizens. We believe the proposed rule is appropriate for three reasons. First, it allows local and state governments to continue to regulate the use of these vehicles, giving them the ability to set speed zones, require specialized lanes and establish other requirements as appropriate. Second, the draft rule [would require] manufacturers to equip LSVs with basic safety features like seat belts and mirrors. Finally, the rule sends a strong message to states that their alternative vehicle policies are being received with respect and support in Washington * * *.

The one exception was C. I. MacGillivray, Director, Department of Engineering, Iowa Department of Transportation (022) who expressed concern "at the State level" for the changes "required to safely integrate these vehicles into legal operations on Iowa's public roadways," citing licensing of operators, registration of vehicles, financial responsibility, and the like.

(B) Manufacturers and Dealers of Golf Cars and Neighborhood Electric Vehicles

The two identified categories of vehicles that would be covered by the final rule are NEVs and golf cars. NEV manufacturers and dealers supported the proposed rule. Commenters included James M. Thomas, Vice President Sales and Marketing, Trans2 Corporation (007); Bombardier Corporation through its outside counsels Paul Jackson Rice and Lawrence F. Henneberger (008); Charles E. Towner, a franchised dealer of personal and low-speed community vehicles (AZ) (030); and Delmar C. Gilchrist, a Trans2 dealer (CA) (034).

The initial response of the golf car industry was to oppose the proposal. Comments were submitted by A. Montague Miller, president and CEO of Club Car, Inc. (011); the NGCMA general counsel (016); Gerald W. Powell, Reliability Engineer, E-Z-Go Textron, Inc. (017); Scott J. Stevens, President, Western Golf Car Manufacturing, Inc. (039); and Charles A. Fain, Vice President Design Engineering, Club Car, Inc. (043).

The principal objections were to the proposed requirements for AS-1 windshields and for seat belts. The industry asked that an alternative windshield material (polycarbonate) be permitted because it "as well as other

transparent materials are more effective to provide shatterproof protection to occupants of golf cars." Seat belts were opposed in NGCMA's comments because they

may enhance the risk of injury or even death if the occupant is restrained in the vehicle by a seat belt assembly upon rollover * * *. Golf carts are equipped with a standard hip or hand hold restraint located towards the outside of the seat. However, the hand hold does not prevent the occupant from jumping or leaping out of the golf car to avoid further injury if the golf cart is about to roll over. For this reason, * * * in lieu of a seat belt requirement for golf cars, a hand hold or hip restraint should be required as set forth in ANSI/NGCMA Z 130.1.

The industry also objected to the proposed effective date of 45 days after the issuance of the final rule, saying that "a minimum of 24 to 36 months" would be required "to achieve the design and tooling required by the proposed standard." Finally, the industry submitted that

to properly comply with the seat belt FMVSS Standard No. 209, together with the other items to be required, the manufacturing cost to comply will exceed \$800 to \$1,000 per vehicle without regard to design and tooling expenditures approximating \$500,000 per manufacturer.

Golf car manufacturers and dealers apprised Members of Congress of their opposition to the proposal. As a result, letters of inquiry were received from a number of Senators and Representatives (see, e.g., comment 033, which was signed by six Representatives from Georgia).

3. Advocacy Organizations

NHTSA also received comments from a number of public interest or advocacy organizations. These included: Consumer Federation of America ("CFA") (001), Advocates for Highway & Auto Safety ("Advocates") (020), Sierra Club California (032), and Washington Legal Foundation ("WLF") (038).

Sierra Club California supported the proposed rule without qualification. It stated that

* * * (i) it was happy to see the federal government is acting to form a consensus regarding the use of LSVs at the national and state levels. The Sierra Club California hopes that other states and municipalities will follow your lead in developing localized alternative transportation program consistent with this rule, and in consultation with the appropriate law enforcement and public safety agencies.

It stated further that "(a)s an alternative to automobiles, LSVs can reduce the number of trips by car and eliminate the need for cold starts, e.g., the first few minutes of operation where

the majority of toxic emissions are generated from gasoline-powered vehicles."

However, the other advocacy organizations were not in favor of the proposal. WLF opposed subjecting LSVs to safety performance requirements, arguing that "NHTSA has not shown that there is a problem that requires attention." It cites the preamble's statements that "there are virtually no accident data concerning [golf cars]" and "intuitively, it appears that passengers in LSVs might be at significant risk because of the small size and relative fragility of LSVs." In WLF's view, "NHTSA has not shown that any safety problem exists and has no justification whatsoever for implementing these costly and extensive regulations." WLF also argued that, given the alleged propensity of golf cars to roll over, the net effect of requiring seat belts could be to increase deaths and injuries.

On the other hand, Advocates and CFA opposed allowing the manufacture and sale of a class of passenger vehicles subject to a lesser set of safety performance requirements than those applicable to passenger cars. Advocates opposed allowing "a new class of motor vehicles on public roads which are unable to protect their occupants in crashes up to 25 mph." Advocates argued that the agency had not provided any documentation of the current on-road crash experience of golf cars, that the agency had not adequately examined the regulatory and safety record of allegedly similar vehicles in Japan and France, that there was no agency plan to organize the collection, retrieval and analysis of LSV crash data, and that pressure for inexpensive transportation and claims of environmental benefit would inevitably lead to the designing and marketing of LSVs that are increasingly car-like and to future requests for the agency to increase the upper speed threshold for LSVs. CFA, too, thought that safety problems would arise with the advent of a new, small class of vehicles, and recommended that all vehicles with a maximum speed of 15 miles per hour or more be required to meet all Federal motor vehicle safety standards.

4. Other Commenters

A number of additional comments were submitted by other persons, some of them supporting the proposal, others opposing it.

Dr. Tim Lynch, Director, Center for Economic Forecasting and Analysis, Florida State University, concluded that promotion of electric vehicles would

lead to fuel savings and would benefit the environment (023).

Kevin Breen, Chair of the SAE Special Purpose Vehicle Committee, apprised the agency of SAE Standard J2258, *Light Utility Vehicles*, issued in 1996, and draft SAE J2358, *Closed Community Vehicles*. The light utility vehicles covered by SAE Standard J2258 are off-highway vehicles 72 inches or less in overall width, with a gross vehicle weight rating (GVWR) of 5,000 pounds or less and a maximum design speed of less than 25 miles per hour. The standard specifies requirements for "elements of design, operation, and maintenance." The Committee is studying "the use of golf-car based vehicles for closed community applications," with attention to "issues such as braking, lighting, crashworthiness, stability, etc." In his opinion, NHTSA's proposed standard is inappropriate because

1. The standard permits vehicles to be operated in an on-highway situation in a traffic mix with typical highway vehicles without adequate consideration for braking, crashworthiness, etc.

2. The proposed requirements for seat belts in an open vehicle are contrary to current occupant protection technology relating to open vehicles (i.e., motorcycles, snowmobiles, etc.).

* * * * *

4. The exemption of certain "work class" vehicles from this standard opens acceptance of their use in a highway situation creating a potential hazard for both the users of those vehicles and the general motoring public who may interact with them.

5. The standard as currently drafted includes too broad of a scope of vehicles. If adequate data exists, rulemaking could be limited at this time to NEVs. Vehicles such as golf car or golf-cart based vehicles should not be considered in proposed FMVSS 100 at this time.

Two residents of Ypsilanti, Michigan questioned the wisdom of NHTSA's action (003, 004). Manufacturers of vehicles that are not "motor vehicles," as that term is interpreted by NHTSA, wanted reassurance that their products would not inadvertently be included in the new rule (Truck Manufacturers Association (009), Toro (012), and Industrial Truck Association (024)). The American Insurance Association claimed that NHTSA's action is an "abuse of discretion" because the agency lacks authority to dilute safety regulations and increase crashes, deaths and injuries. That organization argued further that the proposal was "arbitrary and capricious" because the agency lacks sufficient crash data to enable it to make reasonable projections about the safety record of LSVs. (010)

Other commenters were concerned with specific aspects of the proposed equipment. Transportation Safety Equipment Institute argued that performance requirements should be specified for LSV lighting devices (018). George Ziolo thought that LSVs should have a flashing amber light at the rear or on the top as a low-speed warning (040). SMV Technologies sent examples of a warning triangle which some states require be affixed to farm tractors using the public roads, and recommended that LSVs be similarly equipped (068).

G. Post-Comment Period Comments and Information

1. Manufacturers and Dealers of Golf Cars; Members of Congress

Although the comment period closed on February 24, 1997, a substantial number of comments were received after that date. Many of them were letters from Members of Congress on behalf of golf car manufacturers, dealers, and users. The letters from the Members of Congress, as well as the letters from the parties on whose behalf they were writing, typically expressed many of the same concerns, e.g., concern that the proposal would regulate fleet and personal golf cars, that requiring seat belts in golf cars might increase danger in a rollover, and that AS-1 windshields would not be sufficiently protective against golf balls.

In an August 12, 1997 letter, NGCMA submitted suggested revisions to the agency's proposed standard. (NGCMA, 073) NGCMA suggested that personal golf cars be defined as vehicles that may carry golf equipment and have a maximum speed greater than 15, but less than 20 miles per hour. It suggested that personal golf cars be regulated in the same fashion as LSVs, except that personal golf cars would not be required to have seat belts. Further, NGCMA suggested that personal golf cars and any other LSV be permitted to have a windshield of "shatter resistant polymer" instead of AS-1 glazing.

In a December 22, 1997 letter, NGCMA informed NHTSA its members were amendable to equipping personal golf cars with all of the proposed items of equipment, with two exceptions. NGCMA asked that its members not be required to install seat belts and that they be given a choice between using AS-1 glazing or shatter resistant polymer for the windshield. It indicated that an effective date of from six to twelve months after publication would be acceptable, provided that its suggestions about seat belts and windshield glazing were adopted by the agency. (NGCMA, 104). In the letter,

that organization reaffirmed its desire to limit the top speed of personal golf cars to 20 miles per hour and indicated that the industry does not manufacture personal golf cars which have a higher top speed.

During February 1998, the agency received letters from over 30 commenters who identified themselves, generally, as dealers of golf carts and such other products as watercraft and motorcycles. All said that the issuance of a final rule was necessary for their livelihood and asked NHTSA to issue it immediately. These letters unqualifiedly supported the proposal, without stating any reservations about to the proposed requirements for windshields and seat belts.

In March 1988, over 30 dealers and distributors of Club Car golf cars informed NHTSA that if the agency limited the seat belt requirement as requested by NGCMA in its December 1997 letter, they would not oppose the issuance of an LSV final rule. (March 20, 1998 letter from Eileen Bradner, Counsel to Club Car, Inc.)

2. Other sources

In February 1998, NHTSA obtained from the Consumer Product Safety Commission (CPSC) data concerning injuries and deaths involving golf car occupants. This information covers all types of golf cars, and all uses (on and around golf courses and on streets and highways).

CPSC provided the agency with information from four different sources:

- A summary of incidents and national estimates for injuries involving golf cars from the National Electronic Injury Surveillance System (NEISS) for the years 1993 to 1997. NEISS is comprised of a sample of hospitals that are statistically representative of hospital emergency rooms nationwide. From the data collected, estimates can be made of the numbers of injuries associated with consumer products and treated in hospital emergency departments.

- A printout of crash investigations involving golf cars, conducted by CPSC on-site or by telephone. This information is obtained from NEISS files, newspaper clippings, consumer complaints and Underwriters Laboratory.

- A printout of reported incidents involving golf cars. The reports are obtained from CPSC's Medical Examiners and Coroners Alert Program (MECAP), Underwriters Laboratory, American Trial Lawyers Association, Consumers Union, and newspaper clippings.

- A printout of death certificates in which a golf car was mentioned. CPSC has contracts with all 50 State Health Departments to provide information about death certificates that mention the use of certain products, including golf cars.

The agency notes that there are limits to the conclusions that can be drawn from these data for the purposes of this rulemaking. First, only the data from the first of these four sources can be used to make national projections about the size of health significance of the operation of golf cars. Second, much of the CPSC data relate to incidents that occurred when golf cars were being operated on a golf course or in other off-road situations.

During March 1998, NHTSA's Vehicle Research Test Center (VRTC) conducted a study of a Bombardier NEV, a Global Electric MotorCars NEV, and a Yamaha golf car. As described in the study report, the study was intended to provide the basis for an evaluation of the potential stability of LSVs on public highways and the safety potential of these vehicles in a crash. VRTC examined the vehicles with respect to seat belts, stability, stopping distance, electrolyte spillage, and glazing, and subjected them to braking and dynamic handling tests. The seat belts on the NEVs were deemed to be anchored to adequate structure. The golf car had no seat belts. Regarding stability, the study concluded that an LSV with a static stability factor below 1.0 with two occupants could probably tip easily in a tight turn at 20 mph. As for stopping distance from 20 miles per hour, the Bombardier NEV easily passed the requirements of FMVSS No. 135, *Passenger Car Brake Systems*, while the Global Electric MotorCars NEV passed marginally. The golf car could not meet these requirements. With respect to the issue of electrolyte spillage in a crash or rollover, it was noted that the Bombardier NEV appeared to be capable of shielding the occupants from the batteries so long as the fiberglass shell was intact. The other NEV did not have the batteries shielded from the occupant area. The golf car was gasoline-powered. VRTC also conducted impact tests on windshield glazing, which is discussed in some detail below under "Safety Engineering Issues."

In April 1998, NHTSA asked the City of Palm Desert for an update on the implementation of its plan. In the 21 months since the agency's public meeting in July 1996, the number of golf carts registered for use under the plan rose from 193 to approximately 250. Two crashes have occurred since then, although neither caused an injury. The

first crash occurred when the driver of a conventional car turned the corner and hit a golf car that was being illegally driven in the pedestrian crosswalk. In the second crash, a golf car operator had left the City of Palm Desert plan area and was struck just over the border of the next town, Indian Wells, when the golf car turned into the driveway of a country club. As noted in the NPRM, the only crash that occurred between 1993 and 1996 involved the overturning of a golf car being operated by joy-riding teenagers.

IV. Final Rule and Resolution of Key Issues

A. Summary

The final rule establishes a new class of 4-wheeled vehicles, called LSVs, and excludes them from passenger car class. LSVs are 4-wheeled vehicles, other than trucks, whose maximum speed exceeds 20 but is not greater than 25 miles per hour. By removing them from the passenger car class, the rule relieves manufacturers of LSVs of the need they would otherwise have of complying with the full range of FMVSSs for those classes and substitutes Standard No. 500 as the only applicable FMVSS. With the exception of the warning label, which was not adopted, LSVs are required to have all the safety features and equipment proposed in the NPRM, including seat belts, plus two additional items added in response to comments: a VIN, and a reflex reflector on the rear. However, as an alternative to an AS-1 windshield, an AS-5 plastic windshield may be used.

B. Authority and Safety Need for this Final Rule

NHTSA was presented with a variety of arguments regarding its authority to regulate low-speed vehicles. WLF raised questions whether the vehicles covered by the agency's proposal are motor vehicles. That organization also argued that issuing the final rule would not promote safety because there is no safety problem to be addressed. Conversely, Advocates and CFA argued that excluding small vehicles from the FMVSSs will create a safety problem. AIA and Advocates stated that the agency had not adequately gathered and considered relevant data prior to issuing the proposal, citing agency statements about the dearth of data on LSV crashes and about the foreign experiences with small vehicles.

1. Low-Speed Vehicles are Motor Vehicles

Title 49 U.S.C. Chapter 301 grants NHTSA regulatory authority over

"motor vehicles." A "motor vehicle" is defined as a vehicle "manufactured primarily for use on the public streets, roads, and highways" (Sec. 30102(a)(6)). As noted above, NHTSA's principal interpretation of the definition of "motor vehicle" dates from 1969, and addressed the status of mini-bikes. NHTSA said that if a type of vehicle is physically capable of being operated on the public roads and if a substantial portion of the users of those vehicles uses them on the road, those vehicles are motor vehicles, without regard to the intent of the manufacturer. It bears repeating that the agency said that perhaps the most important criterion to be used in resolving borderline cases

* * * is whether state and local laws permit the vehicle in question to be used and registered for use on public highways. The nature of the manufacturer's promotional and marketing activities is also evidence of the use for which the vehicle is manufactured.

a. *Speed-modified golf cars are motor vehicles.* Not only are speed-modified golf cars whose top speed is between 20 and 25 miles per hour fast enough to be capable of being used on roads with low-posted speed limits, but also their operation on public roads is commonplace.¹⁸ (See the testimony regarding their on-road use in Arizona at the agency's first public meeting.) Further, much of the on-road use is not incidental to the playing of golf. Instead, many trips are made for purposes unrelated to golf, such as shopping or visiting friends. The agency notes that Club Car, one of the larger manufacturers of golf cars, stated that the market for and use of personal golf cars are largely limited to the states and local jurisdictions that permit the on-road use of golf cars. NHTSA believes that it is reasonable to conclude that the market for speed-modified golf cars is similarly limited, and that virtually all users of those vehicles use them on the road.

Although the agency does not regard the question of whether speed-modified golf cars are motor vehicles to be a borderline one, the agency notes that even if it were, those vehicles meet several of the key criteria considered by the agency in borderline cases. As noted above, 12 states authorize their local governments to permit general purpose use of golf cars on designated roads and another four permit more limited on-road use. A majority of those states require either that the golf cars be

registered or that the user have a driver's license, or both. The modifiers of these vehicles do not label these vehicles as being not manufactured for on-road use. Quite the contrary, they equip them with the equipment required by states and local jurisdictions for on-road use. Further, their top speed capability is far above the maximum average permissible speed specified in the voluntary industry for golf cars intended exclusively for use on golf courses. Finally, they advertise the top speed capability of their vehicles. Since driving these golf cars at or near their top speeds on golf courses is presumably impermissible and since their on-road use is commonplace, such advertising is tantamount to advertising them for on-road use.

b. *Neighborhood Electric Vehicles are Motor Vehicles.* The agency begins its analysis of whether NEVs are motor vehicles by noting that neither of the two current NEV manufacturers contest that NEVs may properly be regarded as motor vehicles under the Vehicle Safety Act. The agency's analysis is essentially the same as that for speed-modified golf cars, except that since only a few NEVs have been sold in this country, the agency must base its analysis for NEVs on their anticipated marketing and use. Not only are NEVs fast enough to be capable of being used on roads with low-posted speed limits, but also they are expected to be used extensively for that purpose. It is further anticipated that much of the on-road use will not be incidental to the playing of golf. NHTSA believes that it is reasonable to conclude that the market for NEVs will be limited to the states and local jurisdictions that permit the on-road use of golf cars or NEVs, and that virtually all users of those vehicles will use them on the road.

As in the case of speed-modified golf cars, the agency does not regard the question of whether NEVs are motor vehicles to be a borderline one. Nevertheless, the agency notes that even if it were, those vehicles meet several of the key criteria considered by the agency in borderline cases. 12 states authorize their local governments to permit general purpose use of golf cars and/or NEVs on designated roads and another four permit more limited on-road use. A majority of those states require either that the golf cars or NEVs be registered or that the user have a driver's license, or both. As originally manufactured, these vehicles are equipped with the safety devices and features required by states and local jurisdictions for on-road use. Further, their top speed capability is far above the maximum average permissible speed

¹⁸ Indeed, it is possible that the very modifications that are made to enhance on-road performance could render speed-modified golf cars unsuitable for golf course use if their low speed torque is increased too much. Excessive torque could damage the turf on golf courses.

specified in the voluntary industry for golf cars intended exclusively for use on golf courses. While both NEV manufacturers provide a device that can be used to reduce vehicle speeds to levels appropriate for golf course use, that device is available from one of the manufacturers only as an item of optional equipment. Finally, the two NEV manufacturers advertise their vehicles for on-road use.

2. The Agency Has Authority to Regulate Anticipated as well as Current Safety Problems

In response to WLF's argument, NHTSA observes that its authority is preventive in nature. Congress has charged it with issuing standards to protect the public against "unreasonable risk" of crashes and of deaths and injuries resulting from crashes. 49 U.S.C. 30102(8) and 30111(a). This means that the existence of a risk is sufficient to justify the issuance of standards. If the occurrence of deaths and injuries is reasonably anticipated, NHTSA need not wait until they actually begin to occur in large numbers before taking action to prevent them.

3. Issuance of this Rule Appropriately Addresses an Anticipated Safety Problem

a. Crash Data Show a Limited Safety Problem Involving the On-Road Use of Fleet and Personal Golf Cars. Crash data have become available since the NPRM showing that although deaths and serious injuries resulting from the on-road use of golf cars are not numerous, they are occurring. NHTSA's Fatal Analysis Reporting System (FARS) is a

census of all fatalities and fatal crashes occurring on U.S. roads open to the public and resulting in the death of an occupant or nonmotorist within 30 days of the crash. FARS has records of nine deaths of golf car occupants on the public roads from 1993 to February 1998.¹⁹ Three of the deaths occurred in Arizona, three in North Carolina, one each in California, Florida and Iowa. Eight of the nine deaths resulted when the golf car collided with a car or truck. The ninth occurred when the golf car ran off the road and its occupants were ejected. Data from CPSC include an additional seven deaths in on-road crashes not included in FARS, implying a total of 16 fatalities over a 5-year period. The city that has recorded the most deaths appears to be Sun City, Arizona. According to an Associated Press story dated March 12, 1998, there had been four deaths in golf car crashes in Sun City since 1995.²⁰

In addition, NHTSA obtained data from CPSC regarding injuries and deaths involving the operation of golf cars. This information covers all types of golf cars, and all uses (on and around golf courses, as well as on public streets and roads). CPSC provided the agency with four different sources of information about golf cars. Three of these were relevant:

1. A printout of reported incidents involving golf cars. The reports are obtained from CPSC's Medical Examiners and Coroners Alert Program, Underwriters Laboratory, American Trial Lawyers Association, Consumers Union, consumer complaints, and newspaper clippings, and are not statistically reliable for national

estimates. The reported incident data set included 19 on-road incidents between 1993 and February 1998, 14 of which were fatalities. All 9 of the FARS cases were included in these 14 cases. These fatalities mostly occurred when the golf car collided with a passenger car or light truck on roadways.

2. A printout of death certificates in which a golf car was mentioned. CPSC has contracts with all 50 State Health Departments to provide information about death certificates that mention the use of certain products, including golf cars; however, not all states reported during the entire period. The Death Certificate file reported 3 on-road fatalities involving golf cars during the period 1993 to February 1998. One of these cases was included in the 14 cases mentioned above and 2 were not. Thus, there are a total of at least 16 on-road fatalities to occupants of golf cars during the period 1993 to February 1998.

3. A summary of incidents and national estimates for injuries involving golf cars from the National Electronic Injury Surveillance System (NEISS) for the years 1993 to 1997. These data are a compilation of information derived from reports of product-associated injuries treated in hospital emergency departments that participate in the National Electronic Injury Surveillance System. The NEISS estimates are calculated using data from a probability sample of hospitals with emergency departments located within the United States and its territories.

The following table presents incidents for "golf carts" reported by CPSC's NEISS during the years 1993–1997:

NEISS REPORTED INCIDENTS
[1993–1997]

Type of injury	1993	1994	1995	1996	1997	5 year total
Pedestrian injury	36	19	18	16	30	119
Off-road injury	96	138	145	146	168	693
On-road injury	3	4	5	5	6	23
On-road fatality	1	0	0	0	0	1
Rollover injury	4	4	8	4	7	27
Ejection injury	26	17	14	11	12	94
Total ²¹	100	142	149	161	174	726

²¹ The figures in the columns are not additive because some injuries fit into more than one category.

Based on the data in the above table, the agency has estimated the total national injuries associated with "golf carts" of all types and uses (i.e., on-road as well as on golf courses) to be 6,372,

6,808, 7,603, and 7,218 for the years 1993 through 1996.

The agency estimates that there were an average of 222 on-road golf car injuries per year over the 5-year period. This injury estimate is calculated as

follows: 7,000 injuries (national annual injury average for 1993–1998) × 23 (on-road or vehicle-involved injuries) / 726 (NEISS reported incidents 1993–1997) = 222 annual average of national injuries.

¹⁹ Although designed to be a census of all traffic fatalities, FARS does not contain all of the on-road golf car fatalities reported by CPSC to NHTSA. The

submissions from CPSC include information on an additional seven deaths.

²⁰ This number was confirmed in a June 3, 1998 telephone conversation with Detective Jeffrey

Childs of the Maricopa County Sheriff's Department.

There is only 1 fatality involving a golf car in the 5 years of NEISS data. However, based on the reported incident and death certificate data provided to NHTSA, there were 16 on-road golf car fatalities over a 5-year period, an average of 3 fatalities per year.

NHTSA anticipates that the number of on-road serious injuries and deaths involving occupants of fleet and personal golf cars will grow with the growth in number and speed of the same or similar vehicles on the road. The number of golf cars operated on public roads is currently limited. As more state legislatures authorize their

local jurisdictions to designate public roads for use of low-speed vehicles and other vehicles, and especially as more local jurisdictions use that authority, the sale and use of low-speed vehicles will increase. Further, to the extent that NEV manufacturers are successful, it seems likely that golf car manufacturers will respond to that competition by intensifying their efforts to sell personal golf cars whose top speed is between 15 and 20 miles per hour.

b. The States Have Adopted Laws Requiring Safety Equipment on Fleet and Personal Golf Cars Used on Public Roads. The majority of the 12 states that have enacted legislation permitting all-

purpose on-road use of golf cars and/or NEVs believe that there is a need for safety requirements and have taken steps to satisfy that need. Nine of those 12 states have mandated that those vehicles have specified safety equipment if they are used on-road and a tenth state authorized its local governments to adopt safety requirements. (See the table below.) Further, in their comments on the NPRM, state officials in California, Arizona, and Iowa indicated that they believe that the issuance of Federal safety requirements is warranted.

STATES PERMITTING ALL-PURPOSE GOLF CAR TRIPS ON PUBLIC ROADS WITHIN JURISDICTION OF LOCAL GOVERNMENTS

State	Roads on which operation is permitted	Required safety equipment
California	On private and public roadways designated by local government.	Local government may require safety devices. Headlamps, taillamps, reflectors, stop lamps, and brakes for nighttime operation.
Nevada	On public roadways designated by local government	Headlamps, taillamps, reflectors, stop lamps, mirror, brakes and an emblem placard for slow moving vehicles.
Arizona	On roadways with posted speed limit of 35 mph or less	Headlamps, taillamps, reflectors, stop lamps, mirror, brakes, and a notice of operations and restrictions in full view of driver.
New Mexico	On private and public roadways designated by local government. Carts may not be operated on state highways.	An emblem placard or flashing yellow light for slow moving vehicles is required.
Colorado	On private and public roadways designated by local government.	Headlamps, taillamps, reflectors, stop lamps, mirror, and brakes.
Wyoming	On public streets and roadways designated by local government.	Local government may require safety devices.
Illinois ²²	On roadways designated by local governments	Steering apparatus, rearview mirror, front and rear red reflectorized warning devices, slow moving vehicle emblem, headlight, brake lights and turn signals
Minnesota	On roads designated by local government	Slow moving vehicle emblem and a rear view mirror.
Iowa	On private and public roadways designated by local government. Carts may not be operated on primary roads.	Slow moving vehicle emblem, bicycle safety flag, adequate brakes. Local government may require other safety equipment.
Florida	On private and public roadways designated by local government and in self-contained retirement communities.	Efficient brakes, reliable steering apparatus, safe tires, rearview mirror, and red reflectorized warning device in front and rear. Headlamps, taillamps, and stop lamps for nighttime operation.
Georgia	On private and public roadways designated by local government.	None.
Texas	On private and public roadways designated by local government.	None.

²² Passed by legislature May 6, 1998; sent to Governor June 4, 1998.

c. There is a similar, but greater anticipated safety problem involving low-speed vehicles. Largely because of their greater speed, the potential for growth in the numbers of LSVs, and in the number of deaths and serious injuries associated with LSVs, is even greater. NHTSA anticipates that sales of LSVs will steadily grow and that, as a result, there will be increased exposure leading to increased numbers of serious injuries and deaths. While the number of LSVs is limited now, it will grow, particularly with the introduction and sale of NEVs. To the extent that the NEV market expands, existing NEV

manufacturers will be induced to make further improvements to increase consumer appeal and new manufacturers may be induced to enter the market. The product improvements resulting from this competition will likely boost sales further. Further, to the extent that NEV manufacturers are successful, new manufacturers of speed-modified golf cars may be induced to enter the market. Since LSVs will likely be faster than most of the sub-25 mph vehicles on the road during 1993–1997, the crash forces of single and multiple vehicle crashes involving LSVs will tend to be greater than the crash forces

in those 1993–1997 crashes. As a result, the LSV crashes will be more likely to result in serious or fatal injuries to their occupants. Further, the higher speed of an LSV, while enabling a driver to pass through risky driving situations more quickly, may also induce a driver to take risks in more situations.

d. This rule requires safety equipment on low-speed vehicles consistent with their characteristics and operating environment. Advocates and CFA were concerned about the risk to safety posed by a growing class of small vehicles and argued that NHTSA's actions are contrary to its statutory mandate

because they will exacerbate the risk. Their concern related to the potential for crashes involving small vehicles such as LSVs and larger ones that may be sharing the same roadway, and the threat that this poses to occupants of LSVs.

NHTSA has carefully reviewed their argument about the effects of this rulemaking. LSV safety, and thus the need for FMVSSs for LSVs, will be determined by the combination of three factors: vehicle design and performance; operator training and ability; and the operating environment. The agency believes that Standard No. 500, in combination with a limited operating environment and appropriate operator training and ability, will appropriately address the safety needs of LSV users.

With respect to the LSV itself, the safety goal is that the vehicle have crash avoidance and crash protection characteristics appropriate for its speed and size, and its operating environment. Seat belts will afford protection against ejection. In the mixed motoring environment that will result when LSVs are introduced, crash avoidance will become all the more important. The small LSV must be easily detectable by drivers of larger vehicles. The requirements for lamps and reflectors should enhance the conspicuity of LSVs. Further, the LSV must have sufficient capability to move out of the way of faster traffic. LSVs designed to travel at speeds approaching 25 miles per hour will give them greater ability than fleet and personal golf cars to maneuver in and out of on-road situations that threaten them, e.g., when passing through an intersection after stopping at a stop sign or when turning left across lanes for oncoming traffic.

With respect to the operator, the safety goal is that the driver be familiar with the operating characteristics of the LSV so that he or she may drive appropriately to minimize the possibility of rollover, or hitting a pedestrian or other vehicle. States can contribute to driver safety by requiring LSV operators to be licensed.

The driving environment should be appropriate to the vehicle and its characteristics. Limitation of LSV use to low-speed city and suburban streets is necessary, but not eliminate the safety risks. In this regard, the agency notes that there have been four fatalities in golf car crashes in Sun City, Arizona. Conversely, none have occurred in the City of Palm Desert.

There are a number of possible reasons for the reported different safety records of these two cities. A very large difference in the number of golf cars used on-road may be one reason.

Approximately 6,000 golf cars are driven on the roads of Sun City, while the number of golf cars registered for on-road use in City of Palm Desert is only approximately 250. Also, neither Arizona nor Sun City requires all of the safety equipment (e.g., seat belts) that the City of Palm Desert requires.

Still another reason may lie in the different operating environments in the two communities. The City of Palm Desert has a more controlled environment than Sun City for golf car use. The City of Palm Desert permits on-road use of golf cars in the same lanes as passenger cars and other larger motor vehicles in speed zones posted for speeds up to 25 miles per hour. In speed zones posted for speeds over 25 miles per hour, golf cars may be operated on-road only if there is a lane designated for their use and if the golf car is, in fact, operated within that lane. By contrast, NHTSA understands that Sun City, under state law, allows golf cars to operate in the same lanes as larger traffic on any road with a maximum speed of 35 miles per hour.

NHTSA recognizes that not all operating environments may be as controlled as that of the City of Palm Desert. The agency encourages other states and municipalities to study the features of the City of Palm Desert's plan, and to adopt those features to the extent practicable.

4. The Agency Has Appropriately Considered the Experience of Foreign Small Vehicles

In the NPRM, the agency noted that small, but generally higher speed passenger vehicles were being marketed in Japan ("kei" cars) and France (Voiture Sans Permis (VSP) and Tricycles et Quadricycles a Moteur (TQM)). Within the limits of its knowledge at the time of the NPRM, the agency described the physical attributes of these vehicles and some of the operating limitations.

Advocates responded to this discussion in the NPRM by arguing that the agency had not adequately considered these foreign experiences with small vehicles. Since the NPRM, the agency has obtained additional information regarding both kei cars and the French voitures. The limits on length, width and engine displacement of kei cars have been steadily eased over the last 20 years. Limit on engine displacement has increased from less than 360 cc prior to 1976, to less than 550 cc in 1976, to less than 660 cc in 1990. Length limits have increased slightly, from approximately 3.2 m in 1976, to 3.3 m in 1990 to 3.4 m in October 1998. Width limits have slightly

increased from less than 1.4 in 1976 to less than 1.48 in October 1998.

NHTSA is also aware that the safety requirements for kei cars have been steadily increased in the 1990's. Beginning in 1994, frontal crash protection requirements had to be met by kei cars at 40 km/hr and by passenger cars at 50 km/hr. Those requirements are a HIC not greater than 1000, thorax acceleration not greater than 60g and femur load not greater than 10kn. The test speed for the frontal crash protection requirements will become the same (50 km/hr) for kei cars and passenger cars in October of this year, when the most recent increases in kei car length and width become effective.

As for the two classes of voitures in Europe, the agency has learned that the European Union (EU) issued a directive last year harmonizing laws in EU for mopeds, auto-cycles, motorcycles and motorized tricycles and quadricycles ("voitures") with respect to tires, lighting, signaling, mirrors, fuel tanks, seat belts, and belt anchorages, washers, wipers, and demisters. Under the directive, a voiturette approved in one European country is automatically marketable in all 14 other member states.

The critical point, however, concerning the Japanese kei cars and the faster class of voitures is that they are not similar to LSVs and their experiences are not directly relevant. Their operating characteristics and environment are so different from those of LSVs that the experiences of those foreign cars are not predictive of the experiences of LSVs. The kei cars and TQM voitures can travel at approximately twice the speed of LSVs and have a much longer operating range. Further, their operating environment is not nearly so restricted by law as that of LSVs.

C. Safety Engineering Issues

There were a number of issues involving scope of the standard and the equipment that would be required.

1. Speed Range of Motor Vehicles Subject to This Standard.

a. Minimum Threshold of 20 Miles Per Hour. The NPRM proposed to regulate golf cars with a top speed range of 15 to 25 miles per hour, and other 4-wheeled motor vehicles, other than vehicles with work-performing equipment, with a top speed of up to 25 miles per hour.²³ The final rule applies to a smaller group of vehicles, i.e., 4-wheeled motor vehicles, other than

²³ Motorcycles are already subject to a variety of FMVSSs.

trucks, with a top speed of 20 to 25 miles per hour.

In issuing the NPRM, NHTSA did not intend to regulate conventional golf cars. To carry out that intent, the agency proposed to include only those vehicles whose maximum speed exceeded 15 miles per hour. That speed was selected on the basis of information indicating that fleet and personal golf cars had a maximum speed of 15 miles per hour. As noted above, standard Z130.1, the industry standard for golf cars to be "used solely on golf courses" (paragraph 1.1), contains a specification for "Maximum vehicle speed" (paragraph 9.6.1). That specification states that when a golf car is operated on a straight track at maximum speed, once in either direction, the "(t)he average speed [of the two runs] shall not exceed 15 mi/h (24 km/h)" (paragraph 9.6.1.3). Accordingly, the agency tentatively concluded that if a golf car had a top speed greater than 15 miles per hour, that capability evidenced an intent that the golf car be operated on the road as well as on golf courses. Further, NGCMA stated at the July 25, 1996 public meeting that "100 percent" of the golf car manufacturers adhered to the standard. This statement led the agency to believe that virtually all fleet and personal golf cars met the industry standard.

The submissions by the golf car industry after the NPRM contained significant new information. While the pre-NPRM information represented the annual fleet of new golf cars as an essentially homogeneous, undifferentiated collection of vehicles, the post-NPRM information drew distinctions between a variety of subgroups within the new golf car fleet. One distinction was made between fleet golf cars and personal golf cars. Another and more important distinction was made between the vast majority of golf cars that have a top speed of about 12 miles per hour versus the much more limited, but not insignificant number of golf cars that have a top speed of 15–20 miles per hour.²⁴

In its February 1997 comment on the NPRM, Club Car, the second largest member of NGCMA, confirmed that it produces personal golf cars whose top speed is between 15 and 20 miles per hour. It did not specify, however, the

percentage of its personal golf cars with that top speed. Further, Club Car gave no indication in that comment that it produced any fleet golf cars with such a top speed. However, in response to this agency's May 1998 inquiry about the percentage of fleet and personal golf cars with a top speed above 15 miles per hour produced by each of the major NGCMA members, NGCMA stated in a telephone conversation on June 3 that 1 percent of Club Car's fleet golf cars, and 75 percent of its personal golf cars, have a top speed between 15 and 20 miles per hour. None of the other large members produce any golf cars with such a top speed. Prior to that conversation, NGCMA had not explicitly stated that any of its members currently produce golf cars exceeding 15 miles per hour. However, NGCMA did suggest in its post-NPRM submissions that personal golf cars be defined as having a top speed between 15 and 20 miles per hour and explicitly stated that none of its members are now manufacturing personal golf cars capable of exceeding 20 miles per hour.

In light of this new information and on further consideration, the agency has decided to limit the application of Standard No. 500 to vehicles whose top speed is between 20 and 25 miles per hour. This decision carries out the agency's original intent of excluding virtually all conventional golf cars from the standard.

The agency believes that 20 miles per hour is a better dividing line between vehicles designed for use on the golf course and vehicles designed for on-road use. The conventional golf cars whose top speed is between 15 and 20 miles per hour have a body and understructure very similar to that of conventional golf cars whose top speed is less than 15 miles per hour. Further, while the speed differential between those two groups of golf cars creates a significant difference in their potential crash energy, the energy in the 15 to 20 mile-per-hour range is still modest compared to that of LSVs. As noted above, golf cars with a top speed of less than 15 miles per hour reportedly have a top speed of about 12 miles per hour. Those golf cars with a top speed between 15 and 20 miles per hour are believed by the agency to have a top speed of approximately 17 to 18 miles per hour.

The practical safety effects of raising the speed threshold does not appear to be extensive. Data obtained since the NPRM regarding the limited number of fatalities associated with on-road use of fleet and personal golf cars indicate that the state and local governments are adequately providing for the safety of

on-road users of those golf cars. The agency recognizes that the limited number may partially reflect the currently limited extent of general on-road use of golf cars. However, NHTSA believes that it also reflects the efforts being made by state and local governments to regulate the safety of the on-road use of golf cars. Even as the number of golf cars used on-road increases, there will be less reason for safety concern about vehicles whose maximum speed is 15 to 20 miles per hour than about vehicles whose maximum speed is 20 to 25 miles per hour. This is because, as also noted above, the potential crash energy of a vehicle traveling 20 to 25 miles per hour is significantly greater than one traveling at less than 20 miles per hour.

By excluding fleet and personal golf cars from the standard's applicability, NHTSA emphasizes that it has not decided or implied that these vehicles should not be subject to any safety regulation by state or local authorities. Moreover, since the agency is not treating those vehicles as motor vehicles, its standard setting activities cannot pre-empt any such state or local regulation. State and local jurisdictions may continue to adopt such safety equipment requirements as they deem appropriate for vehicles, including golf cars, with a maximum speed of 20 miles per hour or less.

b. Upper Limit of 25 Miles Per Hour. NHTSA notes Advocates' apprehension that there might be a future increase in the upper speed threshold for low-speed vehicles. This issue was discussed in the City of Palm Desert meeting (see text of Transcript, beginning at p. 17). There was no sentiment for increasing the permissible speed for on-road golf cars beyond 25 miles per hour. Further, while the agency cannot predict the future, it does not contemplate the possibility that future circumstances might justify increasing the upper threshold for LSVs. Even if it did occur, the changed circumstances would cause the agency to examine significantly narrowing the differences between the safety requirements for LSVs and passenger cars.²⁵ In this regard, as NHTSA has already noted above, the steady increase in Japanese kei car size and engine displacement has resulted, effective in October of this year, in the elimination of any difference between the frontal crash protection safety requirements for kei cars and those for passenger cars. Finally, the agency notes

²⁴ In submissions made after the NPRM, NGCMA stated that sales of new golf cars are divided into two categories: "fleet golf cars" and "personal golf cars." Fleet golf cars are sold directly to golf courses. They comprise approximately 89 percent of sales. In an April 16, 1998 letter, NGCMA estimated that fleet golf cars have a maximum speed of approximately 12 miles per hour or less. Personal golf cars are sold to individuals, and comprise approximately 11 percent of sales.

²⁵ NHTSA notes that in the 30 years since the creation of the motor-driven cycle subclass, there has not been any increase in the level of horsepower that divides those vehicles from other motorcycles.

that it would not be appropriate for it to issue this final rule just because of the possibility that there may be future requests for the agency to take additional actions.

NHTSA is aware that a state legislature could define NEVs as vehicles capable of speeds in excess of 25 miles per hour. The agency emphasizes that the enactment of such definition would have no impact upon the Federal definition of LSV, or on the applicability of Standard No. 500. Any NEV or other small passenger vehicle whose maximum speed is higher than 25 miles per hour would not qualify as an LSV. Accordingly, it would have to comply with the full range of Federal motor vehicle safety standards applicable to its type. As noted above, such a vehicle would most likely be classified as a passenger car, and be subject to the full range of FMVSSs for passenger cars.

2. Seat belts

The proposed requirement for seat belts is supported by the two known manufacturers of NEVs, both of which advertise their vehicles as being equipped with seat belts, and is not opposed by dealers who produce speed-modified golf cars with a top speed greater than 20 miles per hour.

Based primarily on the fact that the proposal would have applied to those golf cars capable, as originally manufactured, of exceeding 15 miles per hour, golf car manufacturers and dealers initially strenuously opposed requiring seat belts. According to NGCMA:

such a requirement in a golf car as presently manufactured is not necessarily going to provide increased safety to occupants but may enhance the risk of injury or even death if the occupant is restrained in the vehicle by a seat belt assembly upon rollover. Engineering consensus is seat belts on golf cars are inappropriate as is the case with motorcycles, ATVs, snowmobiles and personal watercrafts. An optional passenger roof may be affixed to a golf car for weather protection, but the roofs so installed do not comply with standard ROPS [rollover protection system] criteria.

Golf cars are equipped with a standard hip or hand hold restraint located towards the outside of the seat. However, the hand hold does not prevent the occupant from jumping or leaping out of the golf car to avoid further injury if the golf car is about to roll over. For this reason, NGCMA submits that in lieu of a seat belt requirement for golf cars, a hand hold or hip restraint should be required as set forth in ANSI/NGCMA Z130.1

In its February 21, 1997 comments on the NPRM, NGCMA sought a delay in the implementation of the proposed standard to give the industry time to study "occupant dynamics and a review

of seat belt design and seat belt mounting and attachment methods." It estimated that a minimum of 24 to 36 months would be needed for that purpose.

In its December 22, 1997 submission to the docket, NGCMA clarified its previous statements and indicated that the industry does not manufacture golf cars that exceed 20 miles per hour, and asked that golf cars incapable of exceeding that speed not be required to be equipped with seat belts. Subsequently, over 30 dealers and distributors informed NHTSA that if the agency limited the seat belt requirement as requested by NGCMA in its December 1997 letter, they would not oppose the issuance of an LSV final rule. (March 20, 1998 letter from Eileen Bradner, Counsel to Club Car, Inc.) Given that this final rule does not apply to the golf cars that concerned the industry and its dealers, i.e., golf cars incapable of exceeding 20 miles per hour, the golf car industry's concerns about seat belts and golf cars have been resolved.

Nevertheless, it is necessary to address the safety value of requiring seat belts in speed-modified and custom golf cars whose speed capability exceeds 20 miles per hour, thus qualifying them as LSVs. WLF argued that the use of seat belts by golf car users would lead to decreased, instead of increased, safety.

Seat belts reduce occupant ejection from all types of vehicles. They are highly effective in preventing occupants of open vehicles from falling out during abrupt maneuvers and in preventing or reducing ejection from both closed and open body vehicles in crashes. This is important for safety since ejection onto hard road surfaces in traffic substantially increases the likelihood of death or serious injury.

Support for seat belts in golf cars has been expressed in Sun City, Arizona, the scene of four golf car crash fatalities between 1995 and early 1998, and in nearby Sun City West. In 1996, the Sun City West Property Owners-Resident Association and Sun City Homeowners Association reportedly responded to a perceived increase in the number of golf car crashes by asking local golf car dealers and distributors to install seat belts in all golf cars used on public roads. (The Arizona Republic/The Phoenix Gazette, July 15, 1996).²⁶ More

²⁶ In a May 27, 1998 telephone conversation with an agency official, Mr. Paul Schwartz, Chairman of the Transportation Committee, Sun City Homeowners Association, Inc., said his association continued to support seat belts. In a May 28, 1998 telephone conversation, Mr. Noel Willis, President of the Sun City West Property Owners-Residents Association, said his association has no position on seat belts in golf cars.

recently, in a March 12, 1998 Associated Press story, Detective Jeffrey Childs of the Maricopa County (Arizona) Sheriff's Department was reported as saying that use of seat belts in golf cars would prevent injuries and deaths. Maricopa County includes Sun City, which, as noted above, was the site of four golf car crash fatalities between 1995 and the date of that story. Detective Childs reportedly stated his belief that the last person killed in a Sun City golf car crash, a woman thrown from her golf car when it was struck by a passenger car, would have survived had she been wearing a seat belt. He also noted more generally, "(w)e've had incidents where they'll take a corner too fast and get pitched out * * *. At that age, that'll kill them."

Further, seat belt installation continues to have support in the City of Palm Desert. The agency notes that although California eliminated its requirement that local golf car transportation plans include a requirement for seats belts, the City of Palm Desert has retained its seat belt requirement.

The agency concludes that the primary value of seat belt use in LSVs will be in reducing the frequency and severity of injuries in non-rollover crashes of LSVs by preventing occupant ejection. NHTSA estimates that 12-13 percent of the fatalities and injuries in on-road crashes of golf cars involved ejection of the golf car occupants. The importance of preventing ejection may also be seen from examining FARS data. Although those data relate to vehicles with higher speed capability and, in most instances, with enclosed occupant compartments, they are nevertheless instructive. Those data show that the likelihood of a vehicle occupant's being killed if ejected is 4 times greater than the likelihood of being killed if the occupant remains within the vehicle. Seat belts are 99 percent effective at preventing full ejection and 86 percent effective at preventing partial ejection. Even if these compelling data are discounted to reflect differences in the vehicle populations being compared, they still lead the agency to determine that seat belts will enhance the safety of LSV occupants in non-rollover crashes.

In on-road rollover crashes, the LSV occupants are likely to be injured, perhaps seriously, regardless of whether they are belted or unbelted. The agency does not believe that the frequency or severity of on-road rollover injuries will increase if LSV occupants use seat belts.

The conjectures by some commenters that it would be valuable to be able to jump out of an LSV are unsubstantiated speculation that is especially

unpersuasive given the volume of data showing that ejection is extremely dangerous and that seat belts are remarkably effective at preventing ejection. NHTSA notes that there may be less opportunity for, and less potential benefit from, attempting to jump out of an overturning LSV traveling down a road than one being driven on a golf course. Even if there is sufficient time for some occupants to jump out of a golf car during a rollover at speeds under 15 miles per hour on a golf course, there is less likely to be an opportunity to do so during a rollover at 20 to 25 miles per hour. This seems especially true if an LSV rolls over on a road as a result of being struck by a larger, faster moving vehicle. Further, jumping out of an LSV traveling down a road at speeds up to 25 miles per hour onto the hard surface of that road in traffic is more likely to cause serious injury than jumping out of an LSV traveling at a speed of 15 miles per hour or less onto the surface of a golf course. NHTSA also notes that people using seat belt equipped golf cars need not wear the seat belts while driving on a golf course.

Based on these considerations, the agency concludes that it is desirable to require seat belts in LSVs. The agency notes that States and local jurisdictions are free to require safety belts on golf cars whose top speed does not exceed 20 miles per hour.

NHTSA will monitor the safety record of LSVs manufactured in compliance with Standard No. 500. Although the agency does not expect that crash data will bear out WLF's concerns, NHTSA, together with State and local authorities, will respond appropriately if any changes are needed.

3. Windshields

The golf car industry argued that installation of an AS-1 windshield would require modification of the windshield mounting brackets, would add weight to the upper area of a golf car, thereby increasing the likelihood of its rollover, and would be easily shattered if struck by a golf ball. Accordingly, the industry recommended allowing a "shatter resistant polymer" windshield as a substitute.

Although NHTSA's reference standard, the City of Palm Desert requirements, did not specify the type of glazing to be used in a windshield, NHTSA tentatively decided that safety would be enhanced by requiring a passenger car-type windshield, i.e., by requiring AS-1 glazing. One basis for this tentative decision was that AS-1 glazing is not subject to diminution of light transference through haze and

scratches. However, given the industry's concern in its comments on the NPRM that golf car safety might be compromised were their windshields to be cracked by errant golf balls, the agency looked for acceptable alternatives.

The agency conducted a series of tests on various types of glazing materials using a projectile to simulate the impact of a golf ball. One type was AS-1 glazing. The AS-1 glazing effectively stopped a golf ball from penetration at the fastest velocities at which a golf ball is likely to travel after being driven off a tee by the average male golfer. However, the impact caused glass fragments of the reverse side of the glazing to be flung into the passenger compartment, creating a possible safety risk for occupants.

Another series of tests was conducted on an AS-6 motorcycle windshield made of "Lucite." When this acrylic plastic windshield was impacted at approximately 120-125 miles per hour, it shattered.

Finally, a series of tests were conducted on polycarbonate plastic glazing at speeds up to 225 miles per hour. No penetration, clouding, or cracking/shattering occurred.

After reviewing these tests and the ANSI standard, the agency judged that AS-5 glazing is preferable to AS-6 glazing for use as a golf car windshield. The specifications for the two types of glazing are similar except that, unlike the AS-6 specifications, the AS-5 specifications include an additional abrasion test that precludes acrylic plastic windshields. While AS-4 glazing specifications also include the additional abrasion test, they do not include the dart drop test requirement in the AS-5 specifications. The agency decided, therefore, to change the standard to provide LSV manufacturers with a choice between AS-1 and AS-5 windshields. NHTSA is retaining AS-1 glazing as an option since some LSVs may not be intended for golf course use at all. In this regard, the agency notes that the device for limiting speed to levels appropriate for golf course use is not standard equipment, but a several hundred dollar option, on the vehicles of one NEV manufacturer. LSV manufacturers which intend and equip their vehicles for golf course use as well as on-road use can choose AS-5 glazing for their windshields.

4. VINs, Horn, and Warning Label

Bombardier (008) and CHP (013) recommended that the new class of motor vehicle be required to have a Vehicle Identification Number (VIN), as do other classes of motor vehicles

subject to the FMVSSs. In their opinion, VINs are necessary for state registration and licensing, and for effective and efficient safety enforcement regulation and recalls. Further, VINs could prove a useful tool in NHTSA's monitoring of the record of LSVs.

The agency agrees with these comments and has added a VIN to the list of required safety features. A VIN is necessary to assure timely and correct data collection of LSV crashes, and to assure that the data is electronically searchable. Additionally, because LSVs, as motor vehicles, will be subject to the statutory notification and remedy (recall) requirements, equipping LSVs with VINs will also aid in identifying the vehicle population involved in a given recall and assuring that owners are notified of safety-related defects and noncompliances with this standard.

The commenters suggested that Table 1 of Sec. 565.4, 49 CFR, should also be amended to allow for the use of special characters designating a vehicle as an LSV. This would avoid any confusion in identifying LSVs and other vehicles in crash reports. The agency is interested in this suggestion, and will consider it as a possible candidate for future rulemaking.

Both commenters also recommended that LSVs be required to be equipped with a horn. The City of Palm Desert and Roseville, California require a horn because of the potential safety hazard posed by silent electric vehicles to other users of the roadway, such as pedestrians and bicyclists. The CHP stated that the horn should be capable of emitting a sound audible under normal conditions from a distance of not less than 200 feet, but that it should not be unreasonably loud or harsh.

The NPRM did not propose including a horn because there is no requirement in the FMVSSs that other motor vehicles be equipped with one. A horn is an equipment item that has been standard equipment on every motor vehicle since the earliest days of motor vehicles.

Accordingly, there does not appear to be any need to require one for LSVs.

Moreover, local jurisdictions, such as the City of Palm Desert, may adopt their own requirements for a horn, including requirements regulating its performance.

NHTSA also proposed that LSVs be equipped with a permanently affixed label warning the driver against operating the vehicle at speeds over 25 miles per hour. As stated in the NPRM, the purpose of the label was to ensure that the driver of an LSV modified so that its top speed exceeds 25 mph would have a permanent reminder that the vehicle was not designed to be operated at speeds greater than 25 mph.

The agency has decided not to adopt this proposal. The underlying problem is addressed by the prohibition in the Vehicle Safety Act against commercial entities making inoperative any safety feature required by the FMVSSs, including the feature(s) limiting an LSV's top speed to not more than 25 miles per hour. Further, if a person decided to purchase a speed-modified LSV, notwithstanding the presence of the label, having a permanent reminder is unlikely to dissuade the owner from operating that vehicle in excess of 25 miles per hour.

5. Other Areas of Safety Performance; Future Considerations

NHTSA will monitor the safety record of LSVs as the use of those vehicles increases. The agency will also consider whether Standard No. 500 meets the anticipated safety needs of LSV users.

As the agency noted above, crash avoidance considerations make it important that small vehicles be readily detectable by other drivers in the traffic stream. Although LSVs are expected to be somewhat larger than other small vehicles sharing the roadways with them, e.g., motorcycles and bicycles, it is difficult to ensure that drivers of larger vehicles are aware of smaller vehicles that may be sharing the roadway. Smaller vehicles can more easily get lost in the rearview blind spots, or be obscured by an A-pillar when turning in front of larger vehicles from the opposite direction. To offset this problem, motorcycles are manufactured today so that their headlamps are on (or on and modulating) when the ignition is on during daytime operation as a means of enhancing the conspicuity of cyclists, who are also advised to wear bright colored clothing.

NHTSA intends to examine the Federal lighting requirements presently applicable to motor driven cycles to judge their appropriateness and feasibility for LSVs, and to consider whether any of the LSV lighting equipment should be required to meet performance specifications such as those of the SAE or those currently included in Standard No. 108. The agency will also consider the suggestions of some commenters. TSEI (018), CHP (028), Brownell (035), Ziolo (040), and SMV Technologies (068) were concerned that, if lighting equipment were not required to comply with minimum Federal regulations for signals and visibility as well as physical endurance requirements, the danger of crashes will increase.

A further issue is whether the drivers of vehicles approaching LSVs from

behind can detect them in a timely fashion. TSEI also asked for identification of LSVs with a conspicuity device that would make it clear that these vehicles are operating at lower speeds. Ziolo suggested that they be equipped with a high-intensity flashing yellow lamp on the rear or on the top. SMV Technologies recommended a retroreflective orange triangle to be applied front and rear. NHTSA will examine these suggestions. For the present, in consideration of these comments, it has added a rear reflex reflector to Standard No. 500's required lighting equipment.

NHTSA will also further examine braking performance issues as part of its crash-avoidance standards review.

The agency is also interested in considering further the appropriateness of applying other small-vehicle standards to LSVs, particularly with reference to occupant protection in crashes and safety from propulsion systems after crashes. The first of these standards is the golf car industry standard, Z130.1. Although this standard is predicated on a vehicle maximum speed of 15 miles per hour, the standard contains tests and procedures that warrant examination with respect to vehicles with a maximum speed of 20 to 25 miles per hour. For example, requirements are specified for static stability in both longitudinal and lateral test attitudes (9.6.3) and service and parking brake performance (9.6.4). Service brake performance tests are conducted on a horizontal flat surface at maximum vehicle speed. Specifications are also specified for battery installation (9.7) whose impact containment is demonstrated under a dynamic test in which a golf car is propelled at maximum speed into a concrete or steel barrier in both forward and reverse directions. Golf cars are also subject to specifications for wiring systems (paragraph 10.1, for electric-powered vehicles; paragraph 11.1, for gasoline-powered vehicles) and heat-generating components (paragraph 10.2, for electric golf cars; paragraph 11.2 for others). Gasoline-powered golf cars are also subject to specifications for fuel systems (paragraph 11.3) whose impact containment is demonstrated in frontal and reverse barrier tests at maximum speed. These latter include containment in a roll-over situation.

NHTSA will also follow the ongoing SAE efforts to develop a standard applicable to "closed community vehicles." It is anticipated that this standard will address rollover characteristics of small vehicles with relatively high centers of gravity, and

the concomitant risk of leaking of fuel or caustic fluids into the passenger compartment in the event of a rollover.

Finally, the agency intends to examine the appropriateness of specifying strength requirements for seat belt anchorages in LSVs.

D. Compliance with other Statutory Requirements Relating to Safety and with Federal Statutes Regulating Non-Safety Aspects of Motor Vehicles

1. Other Statutory Requirements Relating to Safety

This rulemaking places NEVs and golf cars capable of exceeding 20 miles per hour in a new class of "motor vehicles," and excludes them from the FMVSSs that they would otherwise have to meet. Notwithstanding their classification as LSVs, instead of passenger cars, these NEVs and golf cars remain subject to other safety statutes and regulations implementing Chapter 301 that establish obligations for manufacturers of "motor vehicles," such as the requirement to file an identification statement under Part 566, *Manufacturer Identification*; to certify vehicles pursuant to Part 567, *Certification*; to provide notification and remedy of safety-related defects and noncompliances (49 U.S.C. §§ 30118–30120; Part 573, *Defect and Noncompliance Reports*; and Part 577, *Defect and Noncompliance Notification*); to retain records (Part 576, *Record Retention*); and to provide consumer information (Part 575, *Consumer Information Regulations*). However, since LSVs are excluded from the requirement of Standard No. 110 that they be equipped with tires complying with Standard No. 109, NHTSA regards Part 574, *Tire Identification and Recordkeeping*, as inapplicable to manufacturers of LSVs, notwithstanding that LSVs are "motor vehicles."

2. Federal Statutes Regulating Non-Safety Aspects of Motor Vehicles

NHTSA's vehicle safety program is but one of a number of Federal regulatory programs affecting motor vehicles. Others include NHTSA's fuel economy, theft, property damage reduction (bumpers), and domestic content labeling programs, and the Environmental Protection Agency's emissions program. Having been able to use the discretion granted the agency by the Vehicle Safety Act to tailor the FMVSS to the particular safety problems and compliance capabilities of low-speed vehicles, NHTSA has considered whether the Congressional statutes regulating various non-safety aspects of motor vehicles give the agency similar

discretion to determine whether and to what extent low-speed vehicles should comply with the requirements of those statutes.

a. Theft. NHTSA issued Part 541, Federal Motor Vehicle Theft Prevention Standard, pursuant to 49 U.S.C. Chapter 331, Theft Prevention. The purpose of the standard is to reduce the incidence of passenger motor vehicle thefts by facilitating the tracing and recovery of parts from stolen vehicles. The standard seeks to facilitate such tracing by requiring marking of major component parts of higher theft vehicle lines.

While LSVs subject to Standard No. 500 would be passenger motor vehicles under Chapter 331, NHTSA believes there would not, for the immediate future, be any reliable way of evaluating their likely theft rates. This is because LSVs do not currently exist as a vehicle class, and they are sufficiently different from other classes of vehicles to make comparisons related to theft unreliable. Thus, it could not be determined whether their rates were high enough to subject them to parts marking.

Given that application of the Theft Prevention Standard is necessarily dependent on making determinations concerning theft rates, the agency has decided not to apply the standard to LSVs until there is sufficient information to make such determinations. Once sufficient information becomes available, NHTSA will revisit this issue.

b. Content Labeling. The American Automobile Labeling Act (AALA), codified at 49 U.S.C. § 32304, requires passenger motor vehicles to be labeled with information about their domestic and foreign content. More specifically, the Act generally requires each new passenger motor vehicle to be labeled with the following five items of information: (1) U.S./Canadian parts content, (2) major sources of foreign parts content, (3) the final assembly point by city, state (where appropriate), and country; (4) the country of origin of the engine parts, and (5) the country of origin of the transmission parts. The Act specifies that the first two items of information, the U.S./Canadian parts content and major sources of foreign parts content, are calculated on a "carline" basis rather than for each individual vehicle. NHTSA's regulations implementing the AALA are set forth in Part 583, Automobile Parts Content Labeling.

NHTSA notes that the LSVs subject to Standard No. 500 come within the definition of "passenger motor vehicle" under the AALA. Therefore, manufacturers of LSVs are necessarily subject to the requirements of Part 583,

subject to certain important limitations discussed below.

A manufacturer that produces LSVs from various parts at a final assembly point is subject to Part 583 in the same manner as manufacturers of passenger cars and light trucks. The manufacturer is required to affix the required label containing content information to all new LSVs.²⁷ The manufacturer must calculate the information for the label by using information provided to it by suppliers. Under Part 583, the manufacturer is required to request its suppliers to provide the relevant content information specified in Part 583, and the suppliers are required to provide the specified information in response to such requests. The agency notes that it recently issued a letter of interpretation (dated March 5, 1998, and addressed to Erika Z. Jones, Esq.) concerning how Part 583 applies to electric vehicles. This letter is available on NHTSA's website.

The agency has concluded that Part 583 does not, however, apply to dealers and entities that modify golf cars so that their top speed is increased so that it is between 20 and 25 mph. This conclusion is based on the overall structure of the AALA. The agency notes that it considered a similar issue in promulgating Part 583. NHTSA decided that alterers are not covered by the Act. The agency explained: "Alterers modify completed vehicles, after they have left the manufacturer's final assembly point. The parts they use are not considered equipment by [the AALA], because they are never shipped to the final assembly point." 59 FR 37321; July 21, 1994. The agency notes that while the golf cars these dealers and other entities would be modifying are not considered motor vehicles prior to the modification, they are nonetheless completed vehicles after they have left the final assembly point. Therefore, NHTSA believes it is appropriate to apply the same result as it reached for alterers.

c. Corporate Average Fuel Economy. NHTSA observes that LSVs are expected to have very high fuel economy because of their small size. Accordingly, a fleet consisting solely of LSVs should not have any difficulty meeting the corporate average fuel economy standards applicable to passenger motor vehicles and light trucks pursuant to 49 U.S.C. Chapter 329, Automobile Fuel Economy. The standards are set forth at 49 CFR Parts 531 and 533. The agency

²⁷ A manufacturer that produces a total of fewer than 1000 passenger motor vehicles in a model year is subject to more limited labeling requirements. See 49 CFR § 583.5(g).

notes that while it has the responsibility for setting fuel economy standards, the procedures for measuring and calculating fuel economy are established by EPA. See 49 U.S.C. 32904.

NHTSA enforces the fuel economy standards based on information developed by EPA under those procedures. However, the present EPA test procedure specifies that test vehicles must operate during testing at speeds that are above the capability of LSVs. Accordingly, the procedure cannot be used to measure the fuel economy of these vehicles.

NHTSA will not enforce fuel economy standards, or regulations related to those standards (e.g., reporting requirements) for any vehicles for which EPA does not have procedures for measuring and calculating fuel economy. Manufacturers of LSVs, including modifiers of golf cars, should contact EPA concerning their emissions responsibilities and concerning any changes in that agency's procedures for measuring and calculating fuel economy.

d. Bumper Standards. Under 49 U.S.C. Chapter 325, Bumper Standards, NHTSA is required to issue bumper standards for passenger motor vehicles. The purpose of that chapter is to reduce economic loss resulting from damage to passenger motor vehicles involved in motor vehicle crashes. Under 49 U.S.C. § 32502(c), the agency may, for good cause, exempt from any part of a standard a multipurpose passenger vehicle or a make, model, or class of a passenger motor vehicle manufactured for a special use, if the standard would interfere unreasonably with the special use of the vehicle.

NHTSA's regulations implementing Chapter 325 are set forth in Part 581, Bumper Standard. The standard applies to passenger motor vehicles other than multipurpose passenger vehicles. The agency has not applied Part 581 to multipurpose passenger vehicles because of concerns that the standard could interfere with the use of these vehicles, particularly with respect to off-road operation.

In the NPRM, NHTSA proposed to conclude that LSVs are not passenger motor vehicles within the meaning of 49 U.S.C. Chapter 325, and that the bumper standard is therefore not applicable to LSVs. On further consideration, the agency has decided that it cannot make that conclusion consistent with Chapter 325. However, NHTSA has concluded that the special use rationale for not applying the Bumper Standard to multipurpose passenger vehicles also applies to LSVs subject to Standard No. 500. Many of these vehicles are golf cars

or are largely derived from golf cars. All or most are currently intended for both on-road and off-road use. Application of the Bumper Standard to these vehicles could interfere with off-road operation, e.g., the need of these vehicles to negotiate the uneven terrain of a golf course. Therefore, the agency finds good cause for exempting them from part 581.

V. Effective Date.

The agency has decided to make its vehicle classification changes and new Standard No. 500 effective upon the publication of this final rule in the **Federal Register**. These actions relieve a restriction on the manufacturers of LSVs. They do so by bringing an immediate end to the regulatory conflict between State and local laws on the one hand and Federal laws on the other, and replacing the current impracticable and overly extensive set of Federal requirements with a set that is more appropriate and reasonable for this new, emerging class of vehicles. NEV manufacturers and modifiers of golf cars wish to have the opportunity to begin the manufacture and sale of vehicles complying with the new standard as soon as possible.

The golf car industry's initial 36-month lead time request was based upon the proposed lower threshold of 15 miles per hour, the industry's opposition to seat belts and its wish to develop and implement an integrated rollover protection system that might require modifications to its existing vehicle designs. In its December 22, 1997 letter, NGCMA shortened the requested lead time to 6 to 12 months, provided that seat belts were not required for their golf cars as originally manufactured. This request, like the first, was based on the proposed 15-mile-per-hour threshold. As noted above, the lower threshold has been raised to 20 miles per hour in this final rule, thus excluding golf cars as they are now originally manufactured, and resolving the lead time concerns of the golf car manufacturers.

Bombardier indicated that its NEV is equipped to comply with the new standard, as proposed, and that it needed no lead time. Information in the VRTC study indicates that the Global Electric MotorCars' NEV complies, except for red reflex reflectors and mirrors which can be readily added.

The remaining lead time issue concerns those golf car dealers who, on or after the effective date of the final rule, modify the maximum speed capability of golf cars so that it is between 20 and 25 miles per hour. The salient fact is that this rulemaking eliminates existing unnecessary

restrictions on those modifications. Prior to the effective date, those speed modifications have the effect of converting the golf cars into passenger cars, making it necessary for the modifiers to conform the golf cars to the FMVSSs for passenger cars. Since such conformance is not practicable, modifiers are currently legally unable to increase the top speed of golf cars above 20 miles per hour. Beginning on the effective date, the legal obligations of the modifiers under the Vehicle Safety Act are significantly reduced. Instead of being responsible for conforming the golf cars with the FMVSSs for passenger cars, the modifiers will be responsible for conforming them with the less extensive array of requirements applicable to LSVs.

In consideration of the foregoing, the agency has decided to make this final rule effective upon the publication of this final rule in the **Federal Register**. For the reasons discussed above, NHTSA finds that there is good cause for setting an effective date earlier than 180 days after issuance of the final rule is in the public interest. Accordingly, the final rule becomes effective upon publication in the **Federal Register**.

VI. Rulemaking Analyses and Notices

Executive Order 12866 and DOT Regulatory Policies and Procedures

This action is not significant under Executive Order 12866 and has not been reviewed by the Office of Management and Budget under that Executive Order. Further, this action is not significant under the Department of Transportation's Regulatory Policies and Procedure. NHTSA has prepared and docketed a final regulatory evaluation (FRE) for this final rule.

Since LSVs are a new type of motor vehicle, it is not possible to determine annual benefit and cost figures. As to benefits, the agency notes that the demand for sub-25 mph vehicles is currently being met primarily by fleet and personal golf cars and by speed-modified golf cars that were not originally manufactured for on-road use. If the agency did not take the actions specified in this final rule, the demand would continue to be met in that manner. The vehicles would be equipped with at least some of the safety features required by Standard No. 500, but not seat belts except in the City of Palm Desert. The issuance of this final rule ensures that the demand will be met in the future by vehicles originally manufactured for on-road use and equipped with the full array of safety features required by that standard.

As to the costs of producing NEVs and other LSVs in compliance with Standard No. 500, the significance of those costs can be fully appreciated only by comparing them with the costs that the manufacturers of those vehicles would have had to bear in the absence of this rulemaking. If the agency had adopted the regulatory option of making no change in its regulations and standards, LSV manufacturers would have been subject to the considerably more costly array of passenger car standards.

As discussed previously in this document, manufacturers of both the Bombardier NEV and Global Electric MotorCars NEV have designed their vehicles to incorporate basic safety equipment such as three-point seat belts, headlamps, and stop lamps before NHTSA's first public meeting in July 1996. In response to the NPRM, Bombardier termed the City of Palm Desert's requirements "entirely practicable" and remarked that "Indeed, Bombardier currently complies with these existing state safety equipment requirements" (008). Although Global Electric MotorCars' predecessor, Trans2, was silent on the subject, its lack of comment and request for "expedited rulemaking" leading to a final rule by "June 1997" has been read to mean that it, too, found compliance with Standard No. 500 to be practicable (007).

In NHTSA's judgment, the final rule will not affect golf car manufacturers since it applies only to vehicles with a top speed of more than 20 miles per hour and the industry has represented that it does not manufacture any such vehicles. Should a golf car ever be modified to have a top speed capability of 20 to 25 miles per hour, it would then be subject to Standard No. 500.

In November 1993, the City of Palm Desert initiated a survey of golf car owners who registered their vehicles in its golf car program. The responses from 61 owners indicated that the cost to retrofit a golf car with the equipment prescribed by that city was an average of \$150 in January 1994. At the July 1996 public meeting in the City of Palm Desert, an Arizona golf car dealer estimated that the cost of adding the equipment required in Arizona (which does not include seat belts) could be as high as \$400.

This latter figure roughly accords with NHTSA's own total equipment cost estimates for taking a golf car that complies with none of the requirements in Standard No. 500 and modifying it to comply with the standard. In the FRE, the agency estimates \$357 for modifying a golf car to conform to Standard No. 500 with a two-point belt system, and

\$370 for achieving conformance with a three-point belt system (in 1997 dollars). Either type of belt system is permissible under the new standard. NHTSA's cost estimates, however, do not cover the cost of modifications that a dealer or other commercial entity itself may deem desirable for the on-road use of a golf car, such as modifications to the brake system to accommodate faster speeds. NHTSA estimates that the compliance costs for the two current makes of NEVs will be only about \$25 since they already have most of the required equipment. The additional cost is for side and rear reflex reflectors, driver or passenger side mirror, and a vehicle identification number label.

Regulatory Flexibility Act

The agency has also considered the impacts of this rulemaking action in relation to the Regulatory Flexibility Act (5 U.S.C. Sec. 601 *et seq.* I certify that this rulemaking action will not have a significant economic impact upon a substantial number of small entities.

The following is NHTSA's statement providing the factual basis for the certification (5 U.S.C. Sec. 605(b)). The final rule primarily affects manufacturers of non-conventional motor vehicles not heretofore regulated by NHTSA. Under 15 U.S.C. Chapter 14A "Aid to Small Businesses", a small business concern is "one which is independently owned and operated and which is not dominant in its field of operation" (15 U.S.C. Sec. 632). The Small Business Administration's (SBA) regulations at 13 CFR part 121 define a small business, in part, as a business entity "which operates primarily within the United States."

The record of this rulemaking indicates that there is only one entity in the United States that intends to produce an LSV as defined by the final rule, Global Electric MotorsCars. As noted in a footnote above, Global Electric MotorCars has taken over Trans2 Corporation and will market the Trans2 as the "GEM." Therefore, it is "dominant in its field of operation." A second entity that intends to manufacture LSVs, Bombardier, operates primarily outside the United States. There were four golf car manufacturers who commented on the NPRM, E-Z-Go Textron, Club Car, Inc., Melex, Inc., and Western Golf Car, all located in the United States. Golf car manufacturers are not "manufacturers" of LSVs under the final rule because the record indicates that none produces a vehicle whose maximum speed exceeds 20 miles per hour.

However, a person who modifies a golf car so that its maximum speed is

between 20 miles and 25 per hour is a "manufacturer" of an LSV and is legally responsible for its compliance and for certifying that compliance. As noted above in the discussion of the effective date, the salient fact with respect to the impact of this rulemaking on modifiers is that it replaces one set of requirements with which the modifiers cannot comply with a set with which they can comply. Prior to this final rule, those speed modifications convert the golf cars into passenger cars, making it necessary for the modifiers to conform the golf cars to the FMVSSs for passenger cars. Since this is not possible, modifiers have been legally unable to modify golf cars so that their top speed exceeds 20 miles per hour. Beginning on the effective date of this final rule, the legal obligations of the modifiers under the Vehicle Safety Act are significantly reduced. Instead of being responsible for conforming the golf cars with FMVSSs for that type of vehicle, the modifiers are responsible for conforming them with the less extensive array of requirements applicable to LSVs. Further, the equipment necessary to comply with Standard No. 500 can be obtained and added by modifiers readily and at moderate cost.

Further, small organizations and governmental jurisdictions will not be significantly affected. The testimony at the public meetings and comments to the docket indicate that the purchasers of LSVs will be private individuals who want a small, alternative mode of transportation instead of a conventional motor vehicle, as a second vehicle for use in their immediate residential area. Nevertheless, the availability of these small vehicles to small organizations and governmental jurisdictions may assist them in reducing costs associated with their motor vehicle fleets and in achieving local clean air goals.

Paperwork Reduction Act

The vehicles affected by this final rule are presently classified as passenger cars and, as such, are subject to various information collection requirements, e.g., Part 537, *Automotive Fuel Economy Reports* (OMB Control No. 2127-0019); Part 566, *Manufacturer Identification* (OMB Control No. 2127-0043); Consolidated VIN and Theft Prevention Standard and Labeling Requirements (Parts 541, 565 and 567) (OMB Control No. 2127-0510); Section 571.205, *Glazing materials* (OMB Control No. 2127-0038); Section 571.209, *Seat belt assemblies* (OMB Control No. 2127-0512); Part 573 *Defect and Noncompliance Reports* (OMB Control No. 2127-0004); Part 575, *Consumer*

Information Regulations (OMB Control No. 2127-0049); and Part 576, *Record Retention* (OMB Control No. 2127-0042). The final rule removes those vehicles from the passenger car class and places them in a new class, i.e., low-speed vehicles. As low-speed vehicles, they remain subject to those requirements.

Executive Order 12612 (Federalism) and Unfunded Mandates

This rulemaking has also been analyzed in accordance with the principles and criteria contained in Executive Order 12612. NHTSA has determined that this rulemaking does not have sufficient federalism implications to warrant the preparation of a Federalism Assessment. This final rule will, as a practical matter, have only limited effect on state and local regulation of the safety equipment on golf cars and NEVs whose top speed qualifies them as LSVs.

The definition of LSV in Standard No. 500 does not encompass a golf car with a maximum speed of 20 miles per hour or less, or a NEV with a maximum speed of more than 25 miles per hour. Thus, this final rule has no effect on the ability of state and local governments to specify requirements for vehicles other than LSVs. State and local governments continue to be able to adopt or continue to apply any safety equipment standard it wishes for golf cars with a maximum speed of 20 miles per hour or less.

However, it does encompass golf cars and NEVs with a maximum speed greater than 20 miles per hour, but not greater than 25 miles per hour. Under the preemption provisions of 49 U.S.C. 30103(b)(1), with respect to those areas of a motor vehicle's safety performance regulated by the Federal government, any state and local safety standards addressing those areas must be identical. Thus, the state or local standard, if any, for vehicles classified as LSVs must be identical to Standard No. 500 in those areas covered by that standard. For example, since Standard No. 500 addresses the subject of the type of lights which must be provided, state and local governments may not require additional types of lights. Further, since the agency has not specified performance requirements for any of the required lights, state and local governments may not do so either.

NHTSA is not aware of any aspects of existing state laws that might be regarded as preempted by the issuance of this final rule. Those laws do not contain performance requirements for the items of equipment required by Standard No. 500. Further, state and local governments may supplement

Standard No. 500 in some respects. They may do so by requiring the installation of and regulate the performance of safety equipment not required by the standard. NHTSA wishes to make several other observations regarding the ability of state and local governments to make regulatory decisions regarding LSVs. First, NHTSA recognizes that while some states and local governments have taken steps to permit on-road use of golf cars and LSVs, others have not. In the agency's view, this final rule does not alter the ability of states and local governments to make that decision for themselves. Similarly, this rulemaking has no effect on any other aspect of State or local regulation of golf carts and NEVs, including classification for taxation, vehicle and operator registration, and conditions of use upon their state and local roads.

Second, the agency notes that the issuance of Standard No. 500 does not require current owners of golf cars having a top speed between 20 to 25 miles per hour to retrofit those golf cars with the equipment specified in the standard. Standard No. 500 applies to new LSVs only. The decision whether to require retrofitting of golf cars that are already on the road remains in the domain of state and local law.

In issuing this final rule, the agency notes, for the purposes of the Unfunded Mandates Act, that it is pursuing the least cost alternative for addressing the safety of LSVs. As noted above, the agency is substituting a less extensive, less expensive set of requirements for the existing full array of passenger car safety standards. Further, the agency is basing almost all of the requirements of Standard No. 500 on state and local requirements for on-road use of golf cars. Finally, the agency has not, at this time, adopted any performance requirements for the required items of safety equipment other than seat belts.

State and local agencies in California and Arizona, including the California Air Resources Board, as well as Sierra Club California and a Florida State University professor who analyzed the deployment of electric cars in the MetroDade Transit System Station Car Program, submitted comments suggesting that the final rule will encourage the manufacture and use of electric vehicles and thus have beneficial environmental effects. Southern California Edison and the Arizona Economic Development Department noted at the first public meeting that their statements about such beneficial effects included consideration of power plant emissions. Commenters also indicated that any increase in the

number of sub-25 mph vehicles as a result of this rulemaking is likely to be primarily in vehicles powered by electricity as opposed to gasoline. There is already a strong and growing interest in sub-25 mph cars that are electric. Commenters submitted data showing that over 60 percent of conventional golf cars are electric and that the percentage has been fairly steadily increasing in this decade. Further, both NEVs are electric.

The agency agrees with these comments, and believes that the final rule will have a generally stimulating effect on the deployment of electric LSVs. This final rule may also lead to modifications in the speed of conventional golf cars, and expanded use of these vehicles as LSVs. According to VRTC, these modified vehicles, too, are likely to be electric vehicles. They are generally easier to modify than LSVs with internal combustion engines to gain cost-effective, significant increases in speed.

It is the judgment of the agency that this rule will not result in significant impacts to the environment, within the meaning of National Environmental Policy Act. The increased use of zero-emission electric vehicles, in lieu of vehicles with internal combustion engines, is likely to have a beneficial effect on the environment, particularly in urban corridors where air pollution is often greatest. However, inasmuch as LSVs are specialty vehicles with a relatively limited niche market, the environmental effects are necessarily limited in scope.

Civil Justice

The final rule does not have any retroactive effect. Under 49 U.S.C. 30103, whenever a Federal motor vehicle safety standard is in effect, a state may not adopt or maintain a safety standard applicable to the same aspect of performance which is not identical to the Federal standard. Section 30163 sets forth a procedure for judicial review of final rules establishing, amending, or revoking safety standards. That section does not require submission of a petition for reconsideration or other administrative proceedings before parties may file suit in court.

List of Subjects

49 CFR Part 571

Imports, Motor vehicle safety, Motor vehicles, Incorporation by reference.

49 CFR Part 581

Imports, Motor vehicles, Incorporation by reference.

In consideration of the foregoing, 49 CFR parts 571 and 581 are amended as follows:

PART 571—FEDERAL MOTOR VEHICLE SAFETY STANDARDS

1. The authority citation for part 571 continues to read as follows:

Authority: 49 U.S.C. 322, 30111, 30115, 30166; delegation of authority at 49 CFR 1.50.

2. Paragraph 571.3(b) is amended to add a definition of "low-speed vehicle" and to revise the definitions of "multipurpose passenger vehicle," and "passenger car," to read as follows:

§ 571.3 Definitions.

* * * * *

(b) * * *

Low-speed vehicle means a 4-wheeled motor vehicle, other than a truck, whose speed attainable in 1.6 km (1 mile) is more than 32 kilometers per hour (20 miles per hour) and not more than 40 kilometers per hour (25 miles per hour) on a paved level surface.

* * * * *

Multipurpose passenger vehicle means a motor vehicle with motive power, except a low-speed vehicle or trailer, designed to carry 10 persons or less which is constructed either on a truck chassis or with special features for occasional off-road operation.

* * * * *

Passenger car means a motor vehicle with motive power, except a low-speed vehicle, multipurpose passenger vehicle, motorcycle, or trailer, designed for carrying 10 persons or less.

* * * * *

3. A new section 571.500 is added to read as follows:

§ 571.500 Standard No. 500; Low-speed vehicles.

S1. *Scope.* This standard specifies requirements for low-speed vehicles.

S2. *Purpose.* The purpose of this standard is to ensure that low-speed vehicles operated on the public streets, roads, and highways are equipped with the minimum motor vehicle equipment appropriate for motor vehicle safety.

S3. *Applicability.* This standard applies to low-speed vehicles.

S4. (Reserved.)

S5. *Requirements.*

(a) When tested in accordance with test conditions in S6 and test procedures in S7, the maximum speed attainable in 1.6 km (1 mile) by each low-speed vehicle shall not more than 40 kilometers per hour (25 miles per hour).

(b) Each low-speed vehicle shall be equipped with:

(1) headlamps,

(2) front and rear turn signal lamps,
 (3) taillamps,
 (4) stop lamps,
 (5) reflex reflectors: one red on each side as far to the rear as practicable, and one red on the rear,

(6) 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,

(7) a parking brake,

(8) a windshield of AS-1 or AS-5 composition, that conforms to the American National Standard Institute's "Safety Code for Safety Glazing Materials for Glazing Motor Vehicles Operating on Land Highways," Z-26.1-1977, January 28, 1977, as supplemented by Z26.1a, July 3, 1980 (incorporated by reference; see 49 CFR 571.5),

(9) a VIN that conforms to the requirements of part 565 *Vehicle Identification Number* of this chapter, and

(10) a Type 1 or Type 2 seat belt assembly conforming to Sec. 571.209 of this part, Federal Motor Vehicle Safety Standard No. 209, *Seat belt assemblies*, installed at each designated seating position.

S6. General test conditions. Each vehicle must meet the performance limit specified in S5(a) under the following test conditions.

S6.1. Ambient conditions.

S6.1.1. Ambient temperature. The ambient temperature is any temperature between 0 °C (32 °F) and 40 °C (104 °F).

S6.1.2. Wind speed. The wind speed is not greater than 5 m/s (11.2 mph).

S6.2. Road test surface.

S6.2.1. Pavement friction. Unless otherwise specified, the road test

surface produces a peak friction coefficient (PFC) of 0.9 when measured using a standard reference test tire that meets the specifications of American Society for Testing and Materials (ASTM) E1136, "Standard Specification for A Radial Standard Reference Test Tire," in accordance with ASTM Method E 1337-90, "Standard Test Method for Determining Longitudinal Peak Braking Coefficient of Paved Surfaces Using a Standard Reference Test Tire," at a speed of 64.4 km/h (40.0 mph), without water delivery (incorporated by reference; see 49 CFR 571.5).

S6.2.2. Gradient. The test surface has not more than a 1 percent gradient in the direction of testing and not more than a 2 percent gradient perpendicular to the direction of testing.

S6.2.3. Lane width. The lane width is not less than 3.5 m (11.5 ft).

S6.3. Vehicle conditions.

S6.3.1. The test weight for maximum speed is unloaded vehicle weight plus a mass of 78 kg (170 pounds), including driver and instrumentation.

S6.3.2. No adjustment, repair or replacement of any component is allowed after the start of the first performance test.

S6.3.3. Tire inflation pressure. Cold inflation pressure is not more than the maximum permissible pressure molded on the tire sidewall.

S6.3.4. Break-in. The vehicle completes the manufacturer's recommended break-in agenda as a minimum condition prior to beginning the performance tests.

S6.3.5. Vehicle openings. All vehicle openings (doors, windows, hood, trunk, convertible top, cargo doors, etc.) are

closed except as required for instrumentation purposes.

S6.3.6. Battery powered vehicles. Prior to beginning the performance tests, propulsion batteries are at the state of charge recommended by the manufacturer or, if the manufacturer has made no recommendation, at a state of charge of not less than 95 percent. No further charging of any propulsion battery is permissible.

S7. Test procedure. Each vehicle must meet the performance limit specified in S5(a) under the following test procedure. The maximum speed performance is determined by measuring the maximum attainable vehicle speed at any point in a distance of 1.6 km (1.0 mile) from a standing start and repeated in the opposite direction within 30 minutes.

* * * * *

PART 581—BUMPER STANDARD

4. The authority citation for part 581 is revised to read as follows:

Authority: 49 U.S.C. 322, 30111, 30115, 32502, 32504; delegation of authority at 49 CFR 1.50.

5. Section 581.3 is revised to read as follows:

§ 581.3 Application.

This standard applies to passenger motor vehicles other than multipurpose passenger vehicles and low-speed vehicles as defined in 49 CFR part 571.3(b).

Issued on: June 9, 1998.

Ricardo Martinez,

Administrator

[FR Doc. 98-16003 Filed 6-12-98; 10:00 am]

BILLING CODE 4910-59-P

EXHIBIT B

Florida Uniform Traffic Control Law

Select Year: 2025 ▼ Go

The 2025 Florida Statutes

[Title XXIII](#)[MOTOR VEHICLES](#)[Chapter 316](#)[STATE UNIFORM TRAFFIC CONTROL](#)[View Entire Chapter](#)

316.212 Operation of golf carts on certain roadways.—The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, a two-lane county road located within the jurisdiction of a municipality designated by that municipality, or a road that is owned and maintained by a water control district and has been designated by that water control district, for use by golf carts. Before making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street, and if such designation is to be made by a water control district, the district must also receive approval from the county in which the road to be designated is located. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. [335.0415](#) if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and
2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by a person:

(a) Who is under 18 years of age unless he or she possesses a valid learner's driver license or valid driver license.

(b) Who is 18 years of age or older unless he or she possesses a valid form of government-issued photographic identification.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. 316.271; and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163; s. 1, ch. 2023-67.

EXHIBIT C

Brevard County Code of Ordinances – Golf Carts



Search Code

Sign In Sign Up

Brevard County

- Code of Ordinances
 - Chapter 106. TRAFFIC AND VEHICLES
 - Article III. GOLF CARTS

§ 106-73. Operation of golf carts.

Latest version.

- (a) The operation of any golf cart on county roads/streets/sidewalks/trails in the unincorporated area of the county is prohibited under the following conditions:
- (1) Operation between the hours of sunset and sunrise except as otherwise provided for herein.
 - (2) Failure to equip a golf cart with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices on both the front and rear of the golf cart when operated on roads/street, multi-use sidewalks and trails designated for golf cart use in accordance with this section. Failure to equip a gold cart operated by an unlicensed drive with an efficient horn.
 - (3) Operation between the hours of sunset and sunrise unless the golf cart is equipped with functional headlights, brake lights, turn signals, and a windshield pursuant to F.S. § 316.212 (45)(2012) as well as the equipment specified in subsection (2) above.
 - (4) Failure to, in accordance with F.S. § 316.217, (2012), operate a golf cart with lighted headlights when operated between the time of sunset to sunrise and/or during conditions of rain, smoke, or fog.
 - (5) Operation of a golf cart by a person or operator who has not attained the age as stipulated in F.S. § 316.121.
 - (6) In violation of state or county traffic regulations.
 - (7) On bicycle paths, ped-ways, or sidewalks; however, golf carts may be operated up to a maximum speed of 15 miles per hour on multi-use sidewalks and trails, as defined in section 106-72 herein, designated for use by golf carts as provided for herein.
 - (8) Transporting more passengers than the number of passengers which the golf cart was designed to carry or transporting any passenger who is not seated in a position intended by the golf cart manufacturer to carry a passenger.
 - (9)

Operation of a golf cart on any county road/street, sidewalk or trail in the unincorporated area which the county has not designated for the use or operation of golf carts, as provided for herein, is prohibited.

- (b) Golf carts operated in compliance with subsection (a) above, shall be allowed to operate upon the streets, roads, multi-use sidewalks and trails designated for operation as follows:
- (1) All roads/streets within the Sherwood Estates Subdivision.
 - a. North Carpenter Road shall not be a designated road/street except that North Carpenter Road may be crossed at designated crossings.
 - (2) There are no designated roads/streets in the Savannahs at Sykes Creek Subdivision, except that Savannahs Trail may be crossed at the designated crossing for golf carts located approximately 100 feet south of the entrance to the subdivision.
 - (3) All roads/streets, multi-use sidewalks and paved trails permitting golf cart use as indicated by appropriate signage within the boundaries of the Viera Development of Regional Impact except in the drive lanes of the following roadways as set out in subsection a. through k. below:
 - a. Murrell Road shall not be a designated road/street, except that Murrell Road may be crossed at any signalized intersection and at designated pedestrian crossings.
 - b. Stadium Parkway shall not be a designated road/street, except that Stadium Parkway may be crossed at any signalized intersection and at designated pedestrian crossings.
 - c. Tavistock Drive shall not be a designated road/street, except that Tavistock Drive may be crossed at designated pedestrian crossings.
 - d. Judge Fran Jamieson Way shall not be a designated road/street, except that Judge Fran Jamieson Way may be crossed at any signalized intersection and at designated pedestrian crossings.
 - e. Lake Andrew Drive shall not be a designated road/street, except that Lake Andrew Drive may be crossed at any signalized intersection and at designated pedestrian crossings.
 - f. Viera Boulevard shall not be a designated road/street, except that Viera Boulevard may be crossed at any signalized intersection and at designated pedestrian crossings. Notwithstanding any other definitions of this chapter; no portion of a street, road, multi-use sidewalk or trail within the I-95/Viera Boulevard interchange shall be designated for golf cart usage.
 - g. Wickham Road shall not be a designated road/street, except that Wickham Road may be crossed at any signalized intersection and at designated pedestrian crossings.

- h. Pineda Causeway Extension shall not be a designated road/street, except that Pineda Causeway Extension may be crossed at any signalized intersection and at designated pedestrian crossings.
 - i. Notwithstanding any other provision of this section, a golf cart shall not be operated upon any road/street within the Viera Development of Regional Impact (1) having a posted speed limit in excess of 30 miles per hour; or (2) identified by county as an arterial or collector roadway unless otherwise authorized by the county manager.
 - j. A golf cart operated within the Viera Development of Regional Impact upon a road/street with a posted speed limit of 30 miles per hour or less may, for the sole purpose of continuing travel along such road/street, be operated across an intersecting roadway with a posted speed limit in excess of 30 miles per hour but not exceeding 35 miles per hour, provided that such intersection is signalized. For crossing all other non-signalized intersections or at designated pedestrian crossings, the golf cart must utilize the designated crosswalk yielding to pedestrians and all handicapped/disabled mobility aids.
 - k. Golf carts shall remain on designated interior park road ways unless otherwise authorized by the parks and recreation department pursuant to section 78-123.
- (4) Except as limited herein, all roads/streets and trails located within the Suntree Planned Unit Development (PUD) and within the Vizcaya, Sawgrass, Suntree Estates, and St. Andrews Isles residential subdivisions adjacent to the Suntree PUD.
 - a. Jordan Blass Boulevard between St. Andrews Boulevard to the pedestrian crossing located on Jordan Blass Boulevard adjacent to the northwest corner of the Suntree Elementary school property shall be a designated road. Jordan Blass Boulevard east of the pedestrian crossing, located as described, to Wickham Road shall not be a designated road.
 - b. Wickham Road shall not be a designated road/street, except that Wickham Road may be crossed at the designated pedestrian crossing located at Wickham Road and North Pinehurst Avenue.
- (5) All roads and streets within the Barefoot Bay subdivision, except as set out in subsection a. below:
 - a. Micco Road shall not be a designated road/street, except that Micco Road may be crossed at designated pedestrian crossings located at the Micco Road and Sebastian Road and at Micco Road and East Drive.
 - b. That part of Barefoot Boulevard located east of the Barefoot Bay subdivision to the intersection of Barefoot Boulevard and the driveway entrance to the shopping area at 7960 U.S. Highway 1, Sebastian, Florida, shall be a designated road/street.

- (6) Ron Beatty Boulevard, extending from Barefoot Boulevard south to Micco Road, shall be a designated road/street.

(Ord. No. 98-23, § 3, 4-21-98; Ord. No. 02-24, § 1, 5-21-02; Ord. No. 2009-13, § 1, 4-14-09; Ord. No. 09-38, § 1, 12-15-09; Ord. No. 2014-33, § 1, 11-21-14; Ord. No. 2016-22, § 1, 10-4-16)

EDITOR'S NOTE

Ord. No. 2014-33, § 1, adopted November 21, 2014, amended § 106-73 to read as set out herein. Previously § 106-73 was titled "Operation."

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EXHIBIT D
Lake Helen Code of Ordinances

11.06.01 - Use of Golf Carts within City of Lake Helen.

1. In accordance with the provisions of F.S. § 316.212, relating to the operation of golf carts on roadways, the operation of a golf cart upon the streets of the City is permitted on streets within the municipal limits of Lake Helen with posted speed limits of 30 m.p.h. or less. The City Commission has determined that golf carts may safely travel on and/or cross the public roads and/or streets of Lake Helen, considering the facts of speed, volume, and the character of pedestrian, non-motorized travel and all motor vehicle traffic, using the streets of the City of Lake Helen.
2. Upon a determination that golf carts may be safely operated on a designated road or street, the City Administrator or his/her designee, shall post appropriate signs to indicate that such operation is authorized and allowed. With regard to the streets where the operation of golf carts is prohibited, the City Commission has, and shall be deemed for all purposes to have, determined that such prohibition is necessary in the interest of public safety in accordance with subsection 1 hereof.
3. A golf cart may be operated at any time, day or night, on public roads or streets with a posted speed limit of 30 m.p.h. or less provided the golf cart is equipped with headlights, brake lights, turn signals, a windshield, and such other equipment as is required in subsection 5 hereof. The City Administrator or his/her designee, shall post appropriate informational signage within the City upon specific direction from the City Commission.
4. No golf cart shall be driven, operated, or controlled on the public roads or streets of the City of Lake Helen unless the golf cart has a visible City of Lake Helen permit tag on the golf cart that is current and unrevoked indicating compliance with all necessary laws. An administrative fee as set by Resolution by the City Commission for the permit shall be issued only to a specific golf cart. The Chief of Police or his/her authorized designee, upon compliance with this Article and all other applicable state and federal law, shall inspect each golf cart for compliance, issue and install required permits. Each permit issued shall be renewed on an annual basis by the last day of the month issued. Further, any permit issued is subject to administrative revocation by the City for non-compliance with any local, state, or federal law or regulation germane to the operation of golf carts. The Chief of Police or his/her designee, shall issue a letter of revocation to the permittee and the golf cart permit shall be returned to the issuing authority of the City immediately.
5. In accordance with the provisions of State law, a golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear to the satisfaction of the Chief of Police or his/her designee in accordance with the requirements hereof.

6.

All operators of golf carts on public streets within the city limits of Lake Helen must possess a valid operator's license and it is prohibited and unlawful for a golf cart to be operated at any time on public streets by any person who does not possess a valid operator's license.

EXHIBIT E

The Villages Golf Cart Rules of the Road and Safety Tips

GOLF CAR RULES OF THE ROAD AND SAFETY TIPS

When traveling in a golf car through The Villages Community on a roadway or multi-modal path, we urge you to follow these rules of the road and safety tips to ensure a safe and enjoyable experience for everyone. The multi-modal paths are designated for use by non-automotive, non-vehicular traffic such as bicycles, golf cars and pedestrians.

Slow Down and Enjoy The Ride!

BEFORE YOU DRIVE

- Make sure the horn, brakes and lights work.
- Check back-up alarm, tire pressure and applicable gauges.
- Before backing up, look behind and see that all is clear.



DistrictGov.org



RULES OF THE ROAD

- Golf car drivers must possess a valid form of government-issued photographic identification
- Drivers under 18 years of age must possess a valid driver's license or learner's driver's license
- Drive on neighborhood streets, marked roadside lanes, and multi-modal paths
- Obey all traffic laws, signs and signals
- Golf cars are subject to Florida's open alcoholic container laws
- Speed not to exceed 20mph
- Use hand and turn signals
- Yield to automobiles
- Come to a full stop at stop signs
- Never enter a roundabout in a golf car
- Golf cars are prohibited from roadways with posted speeds of 35mph or more

SAFETY TIPS

- Provide a seat for each person/pet
- Secure all children and pets
- Keep passengers seated in golf car at all times
- Keep arms and legs inside golf car at all times
- Enter traffic lane safely before turning left
- Be aware of vehicles turning right (across the golf car lane)
- Maintain golf car according to manufacturer's recommendations
- Do not text/phone while driving
- Limit passing slower golf cars
- Pull off the path when you need to stop

If you have any landscaping or property management concerns while traveling throughout The Villages community, please call the District Customer Service Center.

The Villages®

Community Development Districts

For additional information: email CustomerService@DistrictGov.org
or call the District Customer Service Center at 352-753-4508
984 Old Mill Run Lake Sumter Landing

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DistrictGov.org

Golf carts and Low Speed Vehicles (LSV) must follow the same traffic laws as cars, including regulatory signs and the use of directional or hand signals when making turns. The operator of these vehicles can be issued a traffic citation just like you would when operating your automobile; these citations carry fines and points on your license.

Vehicle Definitions & Requirements:

A golf cart is defined as a motor vehicle that is designed for operation on a golf course or for sporting or recreation and is not capable of exceeding 20 mph. **While the operator of a golf cart does not have to be a licensed driver if age 18 or over with a valid ID, those under the age of 18 must possess a valid driver's license or learner's permit (and abide by the same learner's requirements).**

A LSV may not travel in excess of 25 mph. LSV May operate on streets where the posted limit is 35 mph or less. LSV can also cross roads that have a speed limit greater than 35 mph. The operator of an LSV must be a licensed driver. **LSV must have a registered license plate and be insured.** The LSV must be equipped with at least the following safety equipment: seatbelts, windshield, mirrors, horn, headlights, tail lights, stop lamps, side reflectors, a parking brake, turn signals and a VIN number.

Sumter County Sheriff's Office



Emergency Dial 911

Non-Emergency (352) 793-2621

Villages Annex (352) 689-4600

7361 Powell Rd. Wildwood, FL

8033 E C-466 The Villages, FL

www.SumterCountySheriff.org



Golf Cart and Low Speed Vehicle Safety Guidelines In and Around The Villages...



Sumter County Sheriff's Office

Undersheriff Pat Breeden

and

Villages District Supervisor

Capt. Robert Siemer

Do you need a Driver's License?

	Golf Cart	LSV
>14 years old	Not Allowed	Not Allowed
15 years old	Learners Permit with licensed driver	Learners permit with licensed driver
16-17 years old	License Required	License Required
18+ years old	Not Required	License Required

The Rules of the Road:

Golf carts may not cross over or drive on Highway 27/441, CR 466, CR 466A or any other road with a posted speed limit of 35 mph or higher. LSV can be operated on a road whose speed limit is 35 mph or less.

Golf carts must use the transportation multi-modal trails adjacent to El Camino Real, Buena Vista Boulevard, Morse Boulevard and CR 466 & CR 466A. These roadways can only be crossed in a golf cart by using the marked tunnels.

Unauthorized crossing location include but are not limited to; any point along US-441, State Road 44, and crossing from Pinellas to Penrose place.

The only exceptions are the golf carts can cross El Camino Real at the traffic light between Enrique Drive and Botello Avenue. In addition, while golf carts are not permitted to travel on Rainey Trail (CR 472)

they are permitted to cross between Lynnhaven and Miona Shores Drive. LSV are permitted to travel on Rainey Trail since the speed limit is 35 mph.

On Streets within The Villages, with a posted speed limit of 30 mph or less, golf carts should be driven in the marked diamond lanes or along the right-hand edge of the street if there is no marked lane.

Do not allow anyone to ride standing on the back platform of the vehicle. **Please keep your arms and legs inside the vehicle at all times.** If needing to make a left turn while traveling along a roadway with an adjoined cart part (with vehicle traffic), signal and merge into the vehicle lane before your left hand turn, **do not turn from the cart lane.**

When making a left turn, after signaling your intention, carefully merge with vehicular traffic just prior to the intersection. Anywhere signage or road marking provide such direction golf cart traffic should also merge with vehicular traffic. **Golf carts should yield to other vehicular traffic in all cases.**

Golf carts & LSV are not permitted to travel on sidewalks or along County or State road right of way. Golf carts are only authorized on roadways designated by local government as "golf cart accessible". Multi modal path ways are private property and used at the discretion of The Villages.

These guidelines are provided to help you enjoy using a golf cart and help keep you and your loved ones safe. Please remember that your golf cart was not designed to share a roadway with larger vehicles such as cars or trucks. In the event of a collision you have about as much protection as if you were riding a motorcycle. Seatbelts are not mandated but highly recommended for golf carts but help limit serious injuries sustained when a golf cart driver or passenger is ejected resulting in significant trauma.

For more information you should contact the Sumter County Sheriff's Office or check out the following websites for more information.

- **Safety Tips-**
www.safemobilityfl.com
- **Villages District**
GovernmentDistrictGov.org



EXHIBIT F
Viera Golf Cart Use

GOLF CART REGULATIONS

IN VIERA

Golf carts operating within Viera must comply with Chapter 316, Florida Statutes and Chapter 106, Ordinances of Brevard County. Generally, golf carts may be used on neighborhood streets within Viera; golf carts are not allowed on roads having a posted speed limit over 30 miles per hour. In addition, golf carts may be used on sidewalks designated

as Multi-Use Sidewalks shared by pedestrians, non-motorized conveyances and golf carts. Such designated sidewalks will typically be adjacent to major roads and are identified by special signage. Currently, golf cart registration is not required in Brevard County or Viera.



Golf carts are prohibited on:

- Wickham Road
- Pineda Causeway
- Viera Boulevard
- Murrell Road
- Stadium Parkway
- Lake Andrew Drive
- Tavistock Drive
- Judge Fran Jamieson Way



Golf carts shall not be used from sunset to sunrise or during periods of rain, smoke or fog - unless equipped with:

- Functioning headlights
- Brake lights
- Turn signals
- Windshield



Golf Carts are allowed on the adjacent sidewalk if designated a Multi-Use Sidewalk by special signage



Golf carts operating on a designated Multi-Use Sidewalk may only cross a major road or highway at a signalized intersection or a designated pedestrian crosswalk



Multi-Use Sidewalks have a speed limit of 10 mph or less



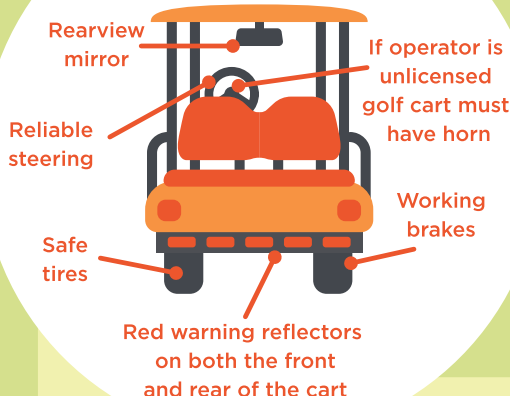
Follow all traffic laws and regulations applicable to motorized vehicles

Golf cart operator must be at least 14 years old



Passengers are limited to the number of seats and must be seated in the position intended

Golf cart must be equipped with:

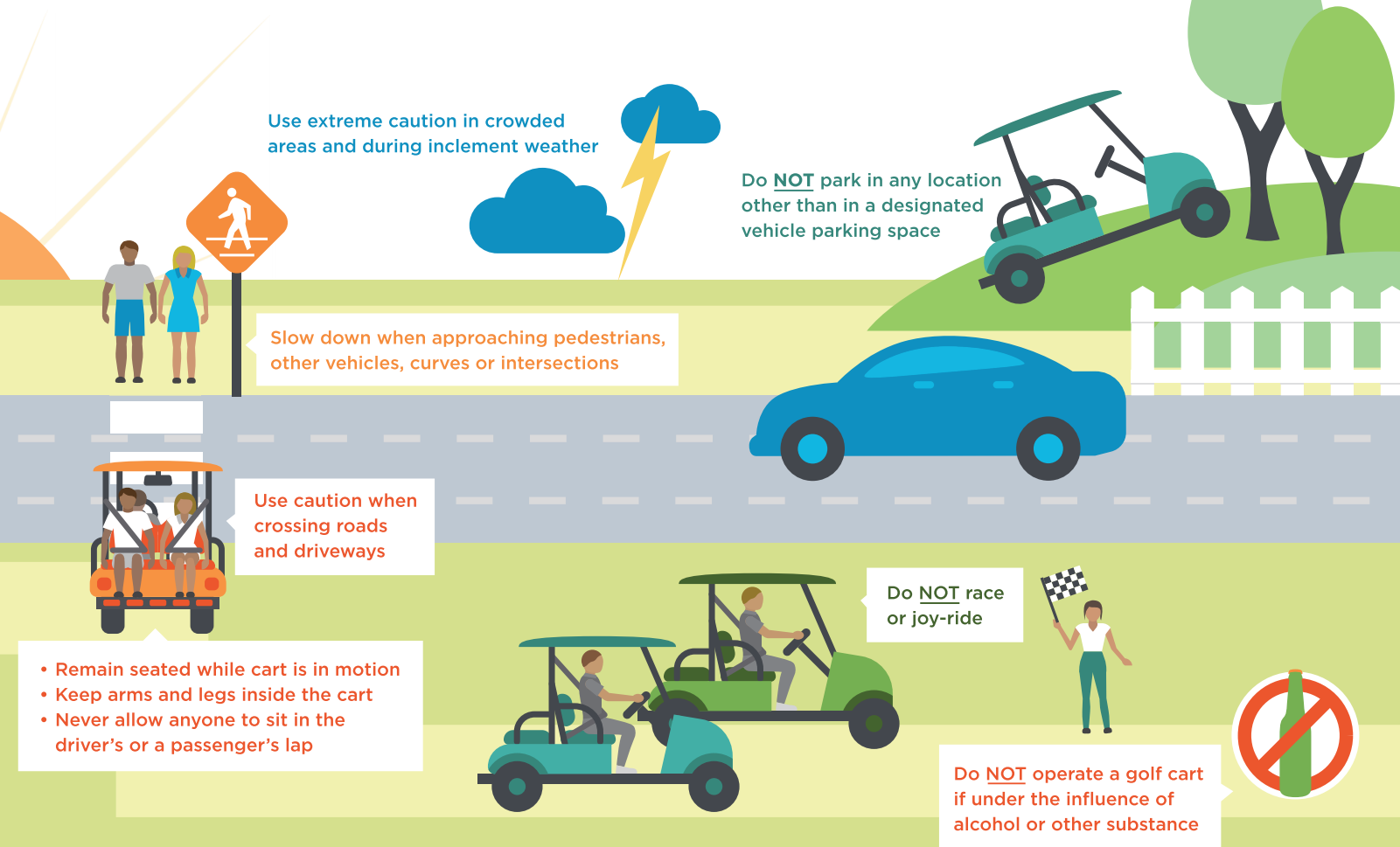


GOLF CART SAFETY

IN VIERA

In addition to specific regulations, there are safety fundamentals that should be followed by all golf cart operators, particularly when sharing sidewalks with other users. Operators should be courteous and yield to pedestrians and persons on non-motorized conveyances and always move to the right side and pass on the left. When approaching from behind, Operators should use

a horn or other audible signal to avoid surprise. Young children should wear a safety helmet to avoid injury from falling out of or being ejected from the cart. Children under the age of 5 should not be transported in a golf cart unless secured in a federally approved child restraint seat or carrier attached to the cart by a properly fastened seat (safety) belt.



A violation of a traffic law or regulation while operating a golf cart is punishable by a citation issued by the Brevard County Sheriff's Office and may result in a fine. Golf cart operators are subject to all DUI laws and penalties, including "open container" laws. Homeowner insurance policies typically do not cover golf carts

operated off of a homeowner's property and golf cart owners and operators may have significant liability if involved in an accident. Golf cart liability insurance is available from most insurance companies and should be obtained by golf cart owners and operators.

For more information regarding the operation of golf carts, Viera residents may contact the Brevard County Sheriff's Office, West Precinct at 321-633-2123.

EXHIBIT G

Cocoa Beach Golf Cart Use



Cocoa Beach Network News

COCOA BEACH

FLORIDA

News or Information bulletins for Cocoa Beach Citizens

The Cocoa Beach City Commission last night passed Ordinance No. 1660 which allows the operation of golf carts in the limited boundary which is the green lines on the map below. Click on picture to enlarge.

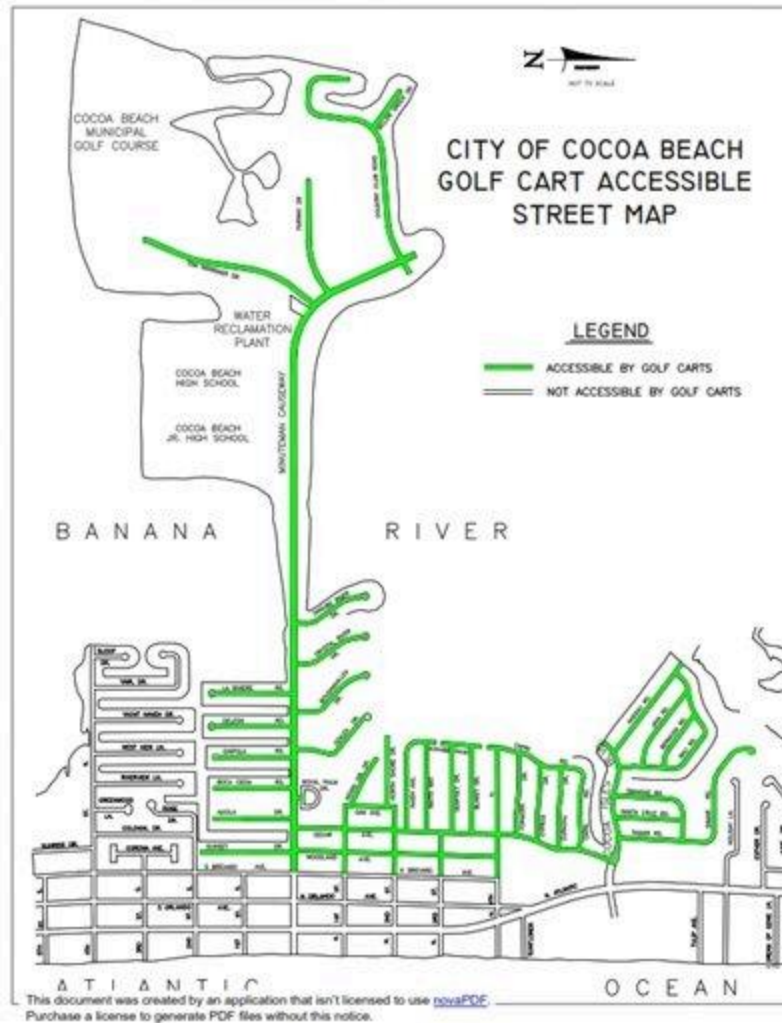
Additionally, the following highlights the criteria that has to be followed:


1. Golf carts can be operated between sunrise and sunset.
2. Golf carts must be equipped with efficient brakes, a reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devises on both the front and rear of the Golf cart and have an efficient horn.
3. Golf carts can only be operated by a license driver-must have a valid drivers license.
4. Driving Golf carts is prohibited on bike paths, ped-ways and sidewalks.
5. Golf carts may transport only the number of passengers, for which the Golf cart was designed to carry. All passengers must be seated when transported.
6. Golf carts must be properly insured based on standards set by the city.

IF your Golf cart has all of the above equipment and is equipped with headlights, brake lights, turn signals, a windshield THEN you can operate at night.

Details of the Ordinance is located on the website under meetings.

Please be safe! (That's not in the ordinance but implied)!



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EXHIBIT H

IHB Roadway Characteristics Inventory

Roadway	Segment From	Segment To	Est. Segment Length	Pavement Width	No. of Lanes	Lane Width	Shoulder Width	Sidewalk Width	On-Street Parking Present?	Lighting Present?	Speed Limit
AIDA CIR	GOLDEN BEACH BLVD	CUL-DE-SAC	0.02	20.5'	2D	10'	-	4'	No	No	NP
ALGONQUIN TER	WIMICO DR	PONKAPOAG WAY	0.21	20'	2U	10'	-	-	No	Yes	NP
ALHAMBRA ST	DORADO WAY	CORONADO WAY	0.09	20'	2U	10'	-	4'	No	Yes	NP
ANCHOR DR	S PATRICK DR (SR 513)	ANCHOR DR	0.38	20'	2U	10'	-	4'	Yes	Yes	20
ANDROS LN	CUL-DE-SAC	BIMINI LN	0.25	21'	2U	10.5'	-	-	No	Yes	NP
ANONA PL	N OSCEOLA DR	N OSCEOLA DR	0.23	20.5'	2U	10'	-	-	No	Yes	NP
APACHE DR	BELLA COOLA DR	WIMICO DR	0.07	20'	2U	10'	-	-	No	Yes	NP
ASHLEY AV	WEST CUL-DE-SAC	EAST CUL-DE-SAC	0.21	20'	2U	10'	-	4'	No	Yes	NP
ATLANTIC BLVD	CYNTHIA LN	SR A1A	0.44	19'	2D	19'	-	5'	No	Yes	NP
AZALEA TER	POINCIANA DR	S PATRICK DR (SR 513)	0.05	22'	2U	11'	-	-	No	No	NP
BAHAMA DR	CUL-DE-SAC	BIMINI LN	0.17	20'	2U	10'	-	-	No	Yes	25
BANANA RIVER DR (CR 3)	MATHERS BRIDGE	S PATRICK DR (SR 513)	0.33	20.5'	2U	9.5'	7.5"	6'	No	No	20/25
BANANA RIVER DR (IHB)	S PATRICK DR (SR 513)	N/S OSCEOLA DR	0.46	23'	2U	11.5'	-	4'	No	Yes	25
BAY CIR	CUL-DE-SAC	CARRIAGE RD	0.14	20'	2U	10'	-	4'	No	Yes	NP
BAY DR E	WEST TERMINUS	CYNTHIA LN	0.38	20.5'	2U	10'	-	4'	No	No	20
BAY DR N	E BAY DR	YACHT CLUB BLVD	0.16	20'	2U	10'	-	4'	No	Yes	25
BELLA COOLA DR	TIMPOOCHEE DR	WIMICO DR	0.23	20'	2U	10'	-	4'	No	Yes	15
BIMINI LN	CUL-DE-SAC	ELEUTHERA LN	0.17	20'	2U	10'	-	-	No	Yes	25
BISCAYNE DR	DORADO WAY	RONNIE DR	0.15	20.5'	2U	10'	-	4'	No	Yes	NP
BLUEWATER DR	CAPTAINS WAY	GOLDEN BEACH BLVD	0.17	20'	2U	10'	-	3.5'	No	Yes	NP
BOUGAINVILLEA TER	POINCIANA DR	S PATRICK DR (SR 513)	0.07	20.5'	2U	10'	-	-	No	No	NP
BRETT CIR	FLOTILLA CLUB DR	CUL-DE-SAC	0.02	20'	2D	10'	-	4'	No	No	NP
BURNS BLVD	EAU GALLIE BLVD (SR 518)	E BAY DR	0.30	16'	2D	16'	-	4'	No	Yes	25
CAMELLIA TER	POINCIANA DR	S PATRICK DR (SR 513)	0.08	21.5'	2U	10'	-	-	No	Yes	NP
CAPTAINS WAY	BLUEWATER DR	GOLDEN BEACH BLVD	0.05	21'	2U	10'	-	4'	No	No	NP
CARRIAGE RD	S PATRICK DR (SR 513)	CITY OF SATELLITE BEACH	0.17	20'	2U	10'	-	4'	No	Yes	25
CAT CAY LN	CUL-DE-SAC	ANDROS LN	0.12	21'	2U	10.5'	-	-	No	Yes	NP
CENTRAL RD	PINE TREE DR	NORTH TERMINUS	0.09	20'	2U	10'	-	4'	Yes	No	NP
CHEYENNE BLVD	WEST TERMINUS	PALM SPRINGS BLVD	0.25	20'	2U/2D	20'	-	4.5'	No	No	25
CHEYENNE CT	YACHT CLUB BLVD	MARION ST	0.13	24'	2U	12'	-	5'	No	Yes	25
CHEYENNE DR	MARION ST	S OSCEOLA DR	0.44	18'/15'	2D	18'	0'/3'	6'	Yes	Yes	25/15
COCONUT RD	BANANA RIVER DR	SPINNAKER POINT CT	0.37	20.5'	2U	10'	-	-	No	Yes	25
COLONIAL WAY	SOUTH CUL-DE-SAC	NORTH CUL-DE-SAC	0.05	20.5'	2U	10'	-	4'	No	Yes	NP
CORONADO WAY	ESCAMBA ST	BISCAYNE DR	0.08	20'	2U	10'	-	4'	No	Yes	NP
CRESPINO CT	WIMICO DR	ALGONQUIN SPORTS COMPLEX	0.02	20'	2U	10'	-	-	No	No	NP
CYNTHIA LN	TERRY ST	MARION ST	0.21	23'	2U	11.5'	-	4.5'	No	Yes	NP
DATURA DR	EAU GALLIE YACHT CLUB	S PATRICK DR (SR 513)	0.09	22.5'	2U	11'	-	-	No	Yes	NP

Roadway	Segment From	Segment To	Est. Segment Length	Pavement Width	No. of Lanes	Lane Width	Shoulder Width	Sidewalk Width	On-Street Parking Present?	Lighting Present?	Speed Limit
DESOTO LN	DESOTO PKWY	DESOTO PKWY	0.20	20'	2U	10'	-	3.5'	No	Yes	NP
DESOTO PKWY	S PATRICK DR (SR 513)	CITY OF SATELLITE BEACH	0.16	18.5'	2D	18.5'	-	3.5'	No	Yes	25
DORADO WAY	ESCAMBIA ST	BISCAYNE DR	0.09	20'	2U	10'	-	4'	No	Yes	NP
DOROTHY LN	ATLANTIC BLVD	MARION ST	0.10	23.5'	2U	11.5'	-	-	No	Yes	NP
ELEUTHERA LN	CUL-DE-SAC	BIMINI LN	0.18	20'	2U	10'	-	-	No	Yes	NP
EMERALD DR NORTH	EMERALD DR WEST/ EMERALD PL WEST	PALM SPRINGS BLVD	0.18	20'	2U	10'	-	-	No	No	NP
EMERALD DR SOUTH	EMERALD DR WEST/ EMERALD PL WEST	PALM SPRINGS BLVD	0.18	21'	2U	10.5'	-	-	No	No	NP
EMERALD DR WEST	SCHOOL RD	EMERALD DR NORTH/ EMERALD DR SOUTH/	0.02	20'	2U	10'	-	-	No	No	NP
EMERALD LN NORTH	EMERALD DR NORTH	PINE TREE DR	0.03	20'	2U	10'	-	-	No	No	NP
EMERALD LN SOUTH	CHEYENNE BLVD	EMERALD DR SOUTH	0.02	20'	2U	10'	-	-	No	No	NP
EMERALD PL EAST	TOWN HOUSE ESTATES PARKING	PALM SPRINGS BLVD	0.04	19.5'	2D	19.5'	-	-	No	No	NP
EMERALD PL WEST	EMERALD DR NORTH/ EMERALD DR SOUTH/	TOWN HOUSE ESTATES PARKING	0.03	20'	2D	10'	-	-	No	No	NP
ESCAMBIA ST	DORADO WAY	CORONADO WAY	0.09	20'	2U	10'	-	4'	No	Yes	NP
EUTAU CT	MARION ST	EUTAU CT	0.29	20'	2U	10'	-	-	No	Yes	NP
FLOTILLA CLUB DR	CUL-DE-SAC	GOLDEN BEACH BLVD	0.47	20.5'	2U	10'	-	4'	No	No	25
FRANCIS JOSEPH AV	WEST TERMINUS	EAST TERMINUS	0.25	30'	2U	15'	-	4'	Yes	Yes	NP
FREDDIE ST	CYNTHIA LN	DOROTHY LN	0.34	24'	2U	12'	-	-	No	Yes	NP
GENOA ST	SOUTH TERMINUS	FLOTILLA CLUB DR	0.10	20'	2U	10'	-	4'	No	Yes	NP
GOLDEN BEACH BLVD	GENOA ST	SR A1A	0.52	20'	2U	10'	-	4'	No	Yes	25
HAMPTON DR	DESOTO PKWY	MARKLEY CT	0.16	28.5'	2U	14'	-	4'	Yes	Yes	25
HARBOR CITY PKWY	EAU GALLIE BLVD (SR 518)	FRANCIS JOSEPH AV	0.05	15.5'	2D	15.5'	-	4.5'	No	Yes	NP
HARBOUR DR E	SHORE LN	YACHT CLUB BLVD	0.11	20'	2U	10'	-	4'	No	Yes	NP
HARBOUR DR W	E BAY DR	SHORE LN	0.11	20'	2U	10'	-	4'	No	Yes	NP
HAWTHORNE CT	WEST CUL-DE-SAC	EAST CUL-DE-SAC	0.11	20.5'	2U	10'	-	4'	No	Yes	NP
INDIAN HARBOUR CT	CHEYENNE BLVD	CUL-DE-SAC	0.03	24'	2U	12'	-	4'	No	Yes	NP
INDRIO BLVD	CUL-DE-SAC	S PATRICK DR (SR 513)	0.07	12'	2D	12'	-	4'	No	Yes	NP
INWOOD LN	S PATRICK DR (SR 513)	S PATRICK DR (SR 513)	0.19	20'	2U	10'	-	4'	No	Yes	NP
INWOOD WAY	CUL-DE-SAC	INWOOD LN	0.12	20.5'	2U	10'	-	4'	No	Yes	NP
KRISTI DR	PINE TREE DR	BANANA RIVER DR	0.20	24'	2U	12'	-	4'	No	Yes	25
LYDIA CIR	CUL-DE-SAC	BLUEWATER DR	0.02	20.5'	2D	10'	-	4'	No	No	NP
MARION ST	CHEYENNE DR	DOROTHY LN	0.72	20'	2U	12'	3'	4'	No	Yes	25
MARKLEY CT	WEST CUL-DE-SAC	EAST CUL-DE-SAC	0.11	20'	2U	10'	-	4'	No	Yes	NP
MARTESIA WAY	MARTESIA WAY	SCHOOL RD	0.88	20'	2U	10'	-	4'	No	Yes	NP
MARTIN ST	CYNTHIA LN	ATLANTIC BLVD	0.36	23.5'	2U	11.5'	-	-	No	Yes	25
MARY JOYE AV	WEST TERMINUS	EAST TERMINUS	0.25	33.5'	2U	16.5'	-	4'	Yes	Yes	NP
MAYACA DR	PINE TREE DR	BANANA RIVER DR	0.18	21.5'	2U	10.5'	-	-	No	Yes	NP
MICANOPY CT	MICANOPY CT	TIMPOOCHEE DR	0.34	20.5'	2U	10'	-	-	No	Yes	NP

Roadway	Segment From	Segment To	Est. Segment Length	Pavement Width	No. of Lanes	Lane Width	Shoulder Width	Sidewalk Width	On-Street Parking Present?	Lighting Present?	Speed Limit
MOHAWK WAY	PINE TREE DR	PAWNEE TER	0.18	20'	2U	10'	-	4.5'	No	Yes	NP
NAUTICA CT	CUL-DE-SAC	SALIDA DR	0.07	20'	2U	10'	-	3.5'	No	Yes	NP
NAVAHO CIR	CUL-DE-SAC	ALGONQUIN TER	0.04	20'	2U	10'	-	-	No	No	NP
OSAGE DR	TIMPOOCHEE DR	WIMICO DR	0.18	20'	2U	10'	-	-	No	No	NP
OSCEOLA DR N	PINE TREE DR	NORTH TERMINUS	0.19	23.5/20.5'	2U	11.5/10'	0/3'	4'	No	No	NP
OSCEOLA DR S	CHEYENNE DR	PINE TREE DR	0.13	23'	2U	10'	2.5'	4'	No	Yes	15
PALM SPRINGS BLVD	SR A1A	PINE TREE DR	0.45	18.5'	2D	18.5'	-	4'	No	Yes	25
PARK DR	SCHOOL RD	CENTRAL RD	0.17	20'	2U	10'	-	4'	Yes	No	25
PAWNEE TER	SEMINOLE DR	YUMA DR	0.22	20'	2U	10'	-	-	No	Yes	NP
PINE TREE DR	S PATRICK DR (SR 513)	N/S OSCEOLA DR	0.59	23'	2U	11.5'	-	5'	No	Yes	25
PINE TREE DR	N/S OSCEOLA DR	SR A1A	0.46	33'	2U	11.5'	5'	4'	No	Yes	25
POINCIANA DR	AZALEA TER	CAMELLIA TER	0.25	20.5'	2U	10'	-	-	No	Yes	NP
PONKAPOAG WAY	WIMICO DR	N OSCEOLA DR	0.17	20'	2U	10'	3'	-	No	Yes	NP
RIVERSIDE PARK DR	S PATRICK DR (SR 513)	EAST TERMINUS	0.12	20'	2U	10'	-	-	No	No	NP
RONNIE DR	FLOTILLA CLUB DR	PALM SPRINGS BLVD	0.46	20'	2U	10'	-	5'	No	Yes	25
S SAIL DR	UNINCORPORATED BREVARD COUNTY	GOLDEN BEACH BLVD	0.03	20.5'	2U	10'	-	4'	No	Yes	20
SALIDA DR	MARTESIA WAY	MARTESIA WAY	0.19	20'	2U	10'	-	4'	No	Yes	NP
SCHOOL RD	CHEYENNE BLVD	MARTESIA WAY	0.23	20'	2U	10'	-	4'	No	Yes	25
SEMINOLE DR	YUMA DR	S OSCEOLA DR	0.78	20'	2U	10'	-	-	No	Yes	NP
SHORE LN	W HARBOUR DR	E HARBOUR DR	0.16	20'	2U	10'	-	4'	No	No	NP
SIoux CT	SIoux DR	CUL-DE-SAC	0.02	20'	2U	10'	-	-	No	Yes	NP
SIoux DR	SEMINOLE DR	YUMA DR	0.16	20.5'	2U	10'	-	-	No	Yes	NP
STEVEN PATRICK AV	CUL-DE-SAC	BURNS BLVD	0.10	20'	2U	10'	-	4'	No	Yes	NP
SUMMERSET CT	DESOTO PKWY	MARKLEY CT	0.16	20'	2U	10'	-	4'	No	Yes	25
SURF DR	SOUTH TERMINUS	BLUEWATER DR	0.04	20'	2U	10'	-	4'	No	No	NP
TERRY ST	CYNTHIA LN	ATLANTIC BLVD	0.44	20'	2U	10'	-	-	No	Yes	25
TIMPOOCHEE DR	BELLA COOLA DR	WIMICO DR	0.29	20'	2U	10'	-	3.5'	No	Yes	25
TOMAHAWK DR	S PATRICK DR (SR 513)	CUL-DE-SAC	0.23	24'	2U	12'	-	-	No	No	25
TRITON CT	CUL-DE-SAC	SALIDA DR	0.05	20'	2U	10'	-	4'	No	Yes	NP
VENETIAN WAY	CUL-DE-SAC	COLONIAL WAY	0.25	20'	2U	10'	-	4'	No	Yes	NP
WALAPEG RD	WEST TERMINUS	COCONUT RD	0.09	20'	2U	10'	-	-	No	No	NP
WIMICO DR	BANANA RIVER DR	CITY OF SATELLITE BEACH	0.35	16'	2D	16'	3.5'	-	No	No	25
YACHT CLUB BLVD	S PATRICK DR (SR 513)	E BAY DR	0.53	20'	2U	10'	-	5'	No	Yes	25
YACHT CLUB LN	DATURA DR	CUL-DE-SAC	0.07	20.5'	2U	10'	-	4'	No	Yes	NP
YUMA DR	MARION ST	CHEYENNE DR	0.27	20'	2U	10'	2.5'	5'	No	Yes	15

EXHIBIT I

Crash Data Heat Map



**Indian Harbour
Beach Golf Cart
Study**



**Crash Data
Heat Map**

Project No.: 6639.00

Exhibit I



LTG

*Engineering
& Planning*

EXHIBIT J

SCTPO Traffic Counts

SPACE COAST TRANSPORTATION PLANNING ORGANIZATION TRAFFIC COUNTS: 2020 - 2024

ID	ROAD	FROM	TO	2020 AADT	2021 AADT	2022 AADT	2023 AADT	2024 AADT	Last Count Taken	Current MAV	Existing Vol/MAV	Acceptable LOS	Context Classification	Functional Classification
AREA: BEACHES														
622	BANANA RIVER DR. BANANA RIVER DR./PINE TREE DR.	MATHERS BRIDGE S PATRICK DR.	S. PATRICK DR. (SR 513) SR A1A	NC 4,520	2,840 4,300	NC 4,340	2,650 4,475	2,770 4,550	11/20/24-11/21/24	21,700	0.13	E	C3C	Urban Major Collector
623	BANANA RIVER DR.	S PATRICK DR.	WIMICO DR.	4,270	NC	4,140	NC	4,790	11/20/24-11/21/24	24,000	0.20	E	C4	Urban Major Collector
624	BANANA RIVER DR.	WIMICO DR.	PINE TREE DR.	NC	4,150	NC	3,730	NC	11/28/23-11/29/23	24,000	0.16	E	C4	Urban Major Collector
625	BANANA RIVER DR./PINE TREE DR.	PINE TREE DR.	SCHOOL RD.	NC	NC	5,320	NC	NC	12/19/22-12/20/22	24,000	0.22	E	C4	Urban Major Collector
626	BANANA RIVER DR./PINE TREE DR.	SCHOOL RD.	PALM SPRINGS BLVD.	NC	4,450	NC	5,220	NC	11/28/23-11/29/23	24,000	0.22	E	C4	Urban Major Collector
627	BANANA RIVER DR./PINE TREE DR.	PALM SPRINGS BLVD.	SR A1A	4,770	NC	4,540	NC	4,310	11/20/24-11/21/24	24,000	0.18	E	C4	Urban Major Collector
CENTRAL BLVD.														
303	CENTRAL BLVD.	SR A1A	RIDGEWOOD AVE.	3,820	3,080	NC	2,310	4,290	10/22/24-10/23/24	21,700	0.20	E	C3C	Urban Minor Collector
301	CENTRAL BLVD.	N ATLANTIC AVE.	RIDGEWOOD AVE.	3,820	NC	NC	NC	4,290	11/27/23-11/28/23	24,000	0.10	E	C4	Urban Minor Collector
EAU GALLIE BLVD. (SR 518)														
312	EAU GALLIE BLVD. (SR 518)	CAUSEWAY	S PATRICK DR. (SR 513)	28,115	27,785	28,020	27,385	29,360	11/20/24-11/21/24	37,910	0.95	D	C4, C3C	Urban Principal Arterial-Other
293	EAU GALLIE BLVD. (SR 518)	S PATRICK DR. (SR 513)	SR A1A	22,940	23,830	22,790	20,410	22,790	11/20/24-11/21/24	37,910	0.60	D	C4, C3C	Urban Principal Arterial-Other
310	GEORGE KING BLVD. N. ATLANTIC AVE.	DAVE NISBET DR. SR A1A	N ATLANTIC AVE. GEORGE KING BLVD.	7,250 6,145	NC 5,785	14,980 6,240	NC 4,840	6,550 6,845	11/08/24-11/07/24	36,600	0.18	E	C3C	Urban Minor Collector
298	N. ATLANTIC AVE.	SR A1A	CANAVERAL BLVD.	7,420	NC	7,570	NC	7,880	10/22/24-10/23/24	22,400	0.35	E	C4, C3R	Urban Minor Collector
299	N. ATLANTIC AVE.	CANAVERAL BLVD.	CENTRAL BLVD.	NC	6,260	NC	5,200	NC	10/25/23-10/26/23	22,400	0.23	E	C3R	Urban Minor Collector
300	N. ATLANTIC AVE.	CENTRAL BLVD.	GEORGE KING BLVD.	4,870	5,310	4,910	4,480	5,810	10/22/24-10/23/24	21,700	0.27	E	C3R, C3C	Urban Minor Collector
OAK ST.														
314	OAK ST.	SR A1A	SR A1A/OCEAN AVE.	3,125	3,805	3,215	4,370	3,315	11/20/24-11/21/24	24,000	0.07	E	C4	Urban Major Collector
306	OAK ST.	SR A1A	BONITA AVE.	2,040	NC	1,930	NC	1,580	11/28/23-11/29/23	24,000	0.16	E	C4	Urban Major Collector
305	OAK ST.	SURF RD.	SR A1A/OCEAN AVE.	NC	3,220	NC	3,810	NC	11/28/23-11/29/23	24,000	0.16	E	C4	Urban Major Collector
307	OCEAN BEACH BLVD. PINEDA CSWY. (SR 404)	US 1	YOUNG AVE. SR A1A	2,890 28,267	2,980 31,437	3,150 32,897	3,310 35,657	3,270 35,487	11/08/24-11/07/24	24,000	0.14	E	C4	Urban Minor Collector
267	PINEDA CSWY. (SR 404)	US 1	TROPICAL TR.	33,060	36,840	39,880	45,160	45,150	11/20/24-11/21/24	82,200	0.55	D	LA	Urban Principal Arterial-Other
266	PINEDA CSWY. (SR 404)	S TROPICAL TR.	S PATRICK DR. (SR 513)	35,250	38,630	39,270	41,160	42,630	11/20/24-11/21/24	82,200	0.52	D	LA	Urban Principal Arterial-Other
268	PINEDA CSWY. (SR 404)	S PATRICK DR. (SR 513)	SR A1A	16,490	18,840	19,540	20,650	18,680	12/03/24-12/04/24	39,170	0.48	D	C3R	Urban Principal Arterial-Other
302	RIDGEWOOD AVE. RIVERSIDE DR.	YOUNG AVE. US 192	CENTRAL BLVD. EAU GALLIE BLVD. (SR 518)	2,030 8,880	NC 10,315	2,020 9,905	NC 11,185	1,920 11,730	10/22/24-10/23/24	24,000	0.08	E	C4	Urban Minor Collector
292	RIVERSIDE DR.	US 192	RIVIERA DR.	NC	10,290	NC	10,370	NC	11/28/23-11/29/23	24,000	0.43	E	C4	Urban Minor Arterial
286	RIVERSIDE DR.	RIVIERA DR.	PARADISE BLVD.	8,270	NC	8,620	NC	10,920	11/20/24-11/21/24	24,000	0.46	E	C4	Urban Minor Arterial
313	RIVERSIDE DR.	PARADISE BLVD.	EAU GALLIE BLVD. (SR 518)	9,490	10,340	11,190	12,000	12,540	11/20/24-11/21/24	24,000	0.52	E	C4	Urban Minor Arterial
S. PATRICK DR. (SR 513)														
251	S. PATRICK DR. (SR 513)	EAU GALLIE BLVD. (SR 518)	BANANA RIVER DR.	23,220	23,690	23,190	22,370	25,870	11/20/24-11/21/24	38,430	0.67	D	C3R, C3C	Urban Minor Arterial
253	S. PATRICK DR. (SR 513)	YACHT CLUB BLVD.	BANANA RIVER DR.	NC	23,690	NC	22,370	NC	11/28/23-11/29/23	38,430	0.58	D	C3C	Urban Minor Arterial
S. PATRICK DR. (SR 513)														
541	S. PATRICK DR. (SR 513)	BANANA RIVER DR.	PINEDA S RAMPS	15,833	17,073	17,743	16,693	18,600	11/12/24-11/13/24	23,870	0.89	D	C3C, C3R	Urban Minor Arterial
259	S. PATRICK DR. (SR 513)	DESOTO PKWY.	JACKSON CT.	NC	NC	20,520	NC	21,150	11/29/23-11/30/23	22,790	0.79	D	C3C, C3R	Urban Minor Arterial
262	S. PATRICK DR. (SR 513)	JACKSON CT.	TITAN DR.	15,490	NC	17,310	NC	18,200	11/12/24-11/13/24	23,870	0.76	D	C3C, C3R	Urban Minor Arterial
263	S. PATRICK DR. (SR 513)	TITAN DR.	SHEARWATER PKWY.	NC	16,540	NC	16,230	NC	11/29/23-11/30/23	24,640	0.66	D	C3R	Urban Minor Arterial
264	S. PATRICK DR. (SR 513)	SHEARWATER PKWY.	BERKELEY ST.	14,550	NC	16,530	NC	17,290	11/12/24-11/13/24	24,640	0.70	D	C3R	Urban Minor Arterial
265	S. PATRICK DR. (SR 513)	BERKELEY ST.	OCEAN BLVD.	NC	16,450	NC	15,910	NC	11/29/23-11/30/23	23,520	0.68	D	C3R	Urban Minor Arterial
287	S. PATRICK DR. (SR 513)	OCEAN BLVD.	PINEDA S RAMPS	14,750	NC	16,610	NC	17,760	11/12/24-11/13/24	23,520	0.76	D	C3R	Urban Minor Arterial
SR A1A														
295	SR A1A	INDIAN RIVER COUNTY LINE	US 192	10,711	9,294	11,855	11,023	11,247	11/20/24-11/21/24	14,000	0.20	D	C2, C3R	Urban Minor Arterial
249	SR A1A	INDIAN RIVER COUNTY LINE	STRAWBERRI LN.	2,920	3,180	2,670	2,800	2,730	11/20/24-11/21/24	22,400	0.20	D	C3R	Urban Minor Arterial
542	SR A1A	STRAWBERRY LN.	HERON DR.	4,530	4,170	4,880	4,700	4,570	11/20/24-11/21/24	14,000	0.62	D	C3R, C2, C3C	Urban Minor Arterial
296	SR A1A	HERON DR.	MARLEN DR.	8,410	8,740	NC	8,330	8,680	11/20/24-11/21/24	14,000	0.61	D	C3R	Urban Minor Arterial
260	SR A1A	MARLEN DR.	OAK ST.	13,190	NC	14,050	13,270	13,750	11/20/24-11/21/24	22,400	0.61	D	C4, C3R	Urban Minor Arterial
248	SR A1A	OAK ST.	OCEAN AVE.	11,970	12,500	12,250	11,890	12,380	11/20/24-11/21/24	17,600	0.70	D	C4	Urban Minor Arterial
383	SR A1A	OCEAN AVE.	MIAMI AVE.	16,190	17,320	17,670	17,250	17,120	11/20/24-11/21/24	17,600	0.97	D	C4	Urban Minor Arterial
284	SR A1A	MIAMI AVE.	US 192	17,770	19,150	19,610	18,920	19,500	11/20/24-11/21/24	18,480	1.06	D	C4	Urban Minor Arterial
SR A1A														
250	SR A1A	US 192	EAU GALLIE BLVD. (SR 518)	21,120	21,580	21,795	20,500	21,395	11/20/24-11/21/24	37,910	0.55	D	C4	Urban Principal Arterial-Other
294	SR A1A	PARADISE BLVD.	EAU GALLIE BLVD. (SR 518)	20,690	21,850	21,360	20,000	20,890	11/20/24-11/21/24	37,910	0.58	D	C4, C3C	Urban Principal Arterial-Other
SR A1A														
252	SR A1A	EAU GALLIE BLVD. (SR 518)	PINEDA CSWY. (SR 404)	17,468	20,590	19,903	19,338	20,090	11/28/23-11/29/23	36,430	0.57	D	C3C	Urban Principal Arterial-Other
254	SR A1A	PALM SPRINGS BLVD.	PALM SPRINGS BLVD.	NC	23,050	NC	21,840	NC	11/28/23-11/29/23	36,430	0.53	D	C3C	Urban Principal Arterial-Other
255	SR A1A	PINETREE DR.	PINETREE DR.	19,530	NC	21,600	NC	20,330	11/20/24-11/21/24	36,430	0.53	D	C3C	Urban Principal Arterial-Other
256	SR A1A	PINETREE DR.	DESOTO PKWY.	NC	22,090	NC	20,450	NC	10/10/23-10/11/23	36,430	0.53	D	C3C	Urban Principal Arterial-Other
257	SR A1A	DESOTO PKWY.	CASSIA BLVD.	18,260	NC	20,230	NC	20,990	11/12/24-11/13/24	37,910	0.55	D	C4	Urban Principal Arterial-Other
543	SR A1A	CASSIA BLVD.	JACKSON CT.	NC	21,230	NC	20,040	NC	11/28/23-11/29/23	37,910	0.53	D	C4	Urban Principal Arterial-Other
258	SR A1A	JACKSON CT.	SHEARWATER PKWY.	16,880	NC	19,650	NC	20,330	11/12/24-11/13/24	36,430	0.53	D	C3C	Urban Principal Arterial-Other
544	SR A1A	SHEARWATER PKWY.	BERKELEY ST.	NC	19,110	NC	18,660	NC	11/29/23-11/30/23	39,170	0.48	D	C3R	Urban Principal Arterial-Other
545	SR A1A	BERKELEY ST.	OCEAN BLVD.	15,200	NC	18,130	NC	18,710	11/12/24-11/13/24	36,430	0.49	D	C3R, C3C	Urban Principal Arterial-Other
261	SR A1A	OCEAN BLVD.	PINEDA CSWY. (SR 404)	NC	17,470	NC	16,810	NC	11/29/23-11/30/23	36,430	0.44	D	C3C	Urban Principal Arterial-Other
SR A1A														
261	SR A1A	PINEDA CSWY. (SR 404)	S END OF ONE WAY PAIRS	17,530	16,815	17,380	17,320	19,070	11/12/24-11/13/24	36,430	0.52	D	C3C	Urban Principal Arterial-Other
387	SR A1A	PATRICK MAIN GATE	PATRICK MAIN GATE	16,900	16,620	17,610	19,080	20,010	11/12/24-11/13/24	37,910	0.48	D	C3R, C3C, C4	Urban Principal Arterial-Other
SR A1A (NB ONLY)														
269	SR A1A (NB ONLY)	S END OF ONE WAY PAIRS	N END OF ONE WAY PAIRS	10,025	10,885	11,255	9,760	10,500	11/12/24-11/13/24	21,660	0.48	D	C4	Urban Principal Arterial-Other
272	SR A1A (NB ONLY)	MINUTEMEN CSWY.	N END OF ONE WAY PAIRS	9,140	10,120	10,250	9,100	10,460	11/12/24-11/13/24	21,660	0.49	D	C4	Urban Principal Arterial-Other

Indian Harbour Beach Business Impact Estimate

This estimate shall be posted on the City's website no later than the date the required notice is published in accordance with F.S. 166.041(3)(a).

Proposed ordinance's title/reference:

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE CITY OF INDIAN HARBOUR BEACH, FLORIDA ADOPTING A NEW ARTICLE VII OF CHAPTER 19 OF THE CODE OF ORDINANCES OF THE CITY, ENTITLED "GOLF CART OPERATIONS ON MUNICIPAL STREETS"; PROVIDING FOR THE OPERATION OF GOLF CARTS AS DEFINED BY FLORIDA STATUTES 320.001 (22) ON MUNICIPAL STREETS; PROHIBITING THE OPERATION OF GOLF CARTS ON PROHIBITED STREETS AND OTHER AREAS; PROVIDING FOR OPERATIONAL AND EQUIPMENT REQUIREMENTS; PROVIDING FOR ADDITIONAL OPERATIONAL AND EQUIPMENT REQUIREMENTS FOR UNLICENSED DRIVERS; PROVIDING FOR PARKING REGULATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR A VOLUNTARY INSPECTION PROGRAM; PROVIDING FOR SEVERABILITY; REPEAL AND CODIFICATION; PROVIDING AN EFFECTIVE DATE.

In accordance with F.S. 166.041(4)(c) and related to the above proposed ordinance and a requirement for a Business Impact Estimate (select one):

- ☒ No exceptions apply, see Business Impact Estimate below
- ☐ Exception(s) apply, however, the city has completed a Business Impact Estimate below to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance
- ☐ Exception(s) apply and a Business Impact Estimate is not required

Mark any exceptions (select all that apply, or none):

- ☐ Ordinance is required for compliance with federal or state law or regulation
- ☐ Ordinance relates to the issuance or refinancing of debt
- ☐ Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- ☐ Ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the city
- ☐ Ordinance is an emergency ordinance
- ☐ Ordinance relates to procurement
- ☐ Ordinance enacted to implement:

Indian Harbour Beach Business Impact Estimate

- a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
- c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
- d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare of the city):

Response:

Ordinance No. 2026-03 will enable residents to operate golf carts on City roads, thereby reducing the potential of motor vehicle-pedestrian/bicyclist collisions that typically have more negative consequences for pedestrians/bicyclists.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the city, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;
- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
- c. An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

Response:

There is no direct economic impact on businesses as Ordinance No. 2026-03 does not impact any business's ability to sell or repair golf carts.

3. Good faith estimate of the number of businesses in the city likely to be impacted by the proposed ordinance:

Response:

As of December 31, 2025, there were 470 businesses (including home businesses) with physical locations in the City.

7. Additional information the city determines may be useful:

Response:

N/A



City Council Meeting

City of Indian Harbour Beach, Florida

Tuesday, January 13, 2026

AGENDA ITEM

First reading of Ordinance No. 2026-02: landscaping at Intersections (action item)

Attachments: Ordinance No. 2026-02
Current figure in Sec. 107-08
Business Impact Estimate

Staff Recommendation:

Consider approving on first reading Ordinance No. 2026-02, updating landscaping standards at intersections.

Background Information:

At the March 4, 2025, FY26 Budget kickoff workshop, City Council members expressed frustration with the current level of code enforcement and directed staff to include an additional code enforcement officer in the FY26 Proposed Budget (ultimately, the new position was not included in the FY26 Approved Budget due to lower-than-anticipated property tax receipts) and increased enforcement efforts (previously mainly reactive and not proactive).

As part of staff's review of existing codes, the landscaping at intersections was identified as being excessive and unwarranted. The current code requires a triangle of cross-visibility of 40 feet to be clear of vegetation above 2.5 feet in height and did not specify where the triangle began (i.e., along the edge of the road or the edge of the right-of-way). At the October 14, 2025, City Council meeting, staff proposed reducing the distance to the triangle of cross-visibility to 25 feet and establishing the beginning of the triangle at the edge of the road.

The Planning and Zoning Board reviewed Ordinance No. 2026-02 on January 07, 2026, and voted to recommend that the City Council adopt Ordinance No. 2026-02 with the following conditions:

- Adding a reference to the diagram that the measure point is the edge of the pavement
- Modifying the diagram to show a curved corner with a dotted line showing where the 25-foot measurement point starts
- Add the triangle of cross-visibility requirement to the City's site plan review process

In accordance with F.S. 166.041(3)(a), a business impact estimate is attached.

Staff recommends the City Council approve Ordinance No. 2026-02 on first reading with the recommended changes from the Planning and Zoning Board.

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 107, LANDSCAPE CODE OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY; AMENDING SECTION 107-8, LANDSCAPING AT INTERSECTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, INCORPORATION INTO THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, INCORPORATION AND AN EFFECTIVE DATE.

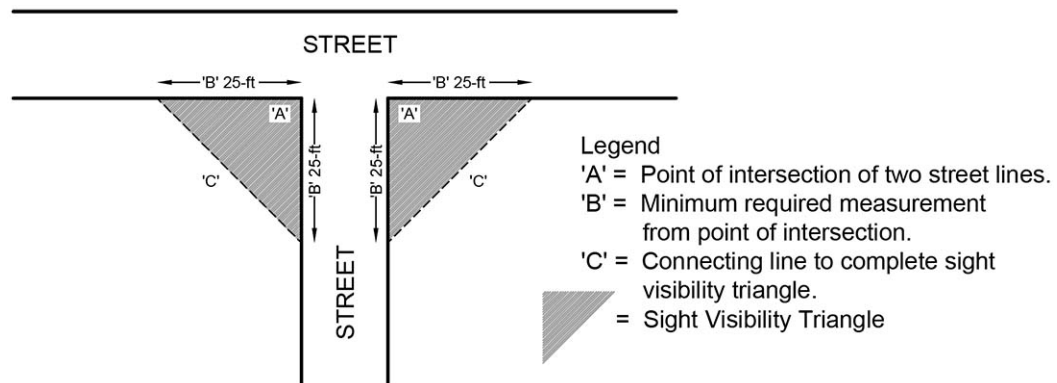
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA, as follows:

Section 1. Section 107-8 of Chapter 107 of the Land Development Regulations of the City of Indian Harbour Beach is amended to read as follows:

Sec. 107-8. - Landscaping at intersections and points of access to public rights-of-way.

(1) No landscaping, tree, fence or wall shall obstruct visibility at any intersection or at any point of access to a public right-of-way. Notwithstanding any other section of this chapter, the city shall have the authority to order the removal of any such landscaping, tree, fence or wall which is found to cause such obstruction of visibility.

(2) No hedge, plant, tree or other landscaping shall exceed two and one-half (2½) feet in height or have a canopy lower than six (6) feet in the area defined as the "triangle of cross-visibility" in Figure 1 below.



(Note to codifier, the new Figure 1 shown above should be inserted below Section 107-8 when codified. Figure 1 was amended from the current version).

Section 2: Conflicts. Any and all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflicts.

Section 3: Severability. If any provisions of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this and the provision of this Ordinance are declared severable.

Section 4. The City Clerk is hereby directed to incorporate the provisions of this ordinance into the City's Land Development Regulations.

Section 5. Effective Date. This ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA, ON THIS ____ DAY OF _____, 2026.

CITY OF INDIAN HAROUR BEACH
BREVARD COUNTY FLORIDA

X

Scott Nickle
Mayor

ATTEST

X

Nicole "Nikki" Gold
City Clerk

First Reading: January 13, 2026
Second Reading: February 10, 2026

Current figure in Section 107-8

- (2) No hedge, plant, tree or other landscaping shall exceed two and one-half (2½) feet in height in the area defined as the "triangle of cross-visibility" in Figure 1 below.

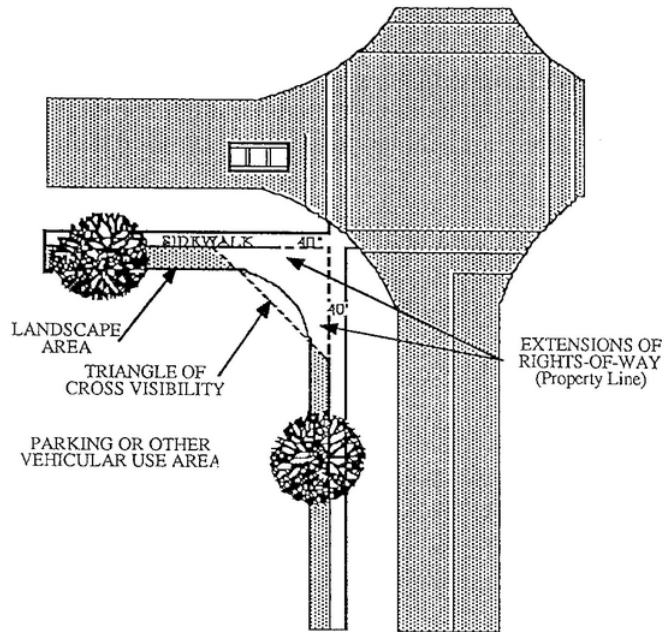


FIGURE 1

Indian Harbour Beach Business Impact Estimate

This estimate shall be posted on the City's website no later than the date the required notice is published in accordance with F.S. 166.041(3)(a).

Proposed ordinance's title/reference:

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 107, LANDSCAPE CODE OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY; AMENDING SECTION 107-8, LANDSCAPING AT INTERSECTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, INCORPORATION INTO THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, INCORPORATION AND AN EFFECTIVE DATE.

In accordance with F.S. 166.041(4)(c) and related to the above proposed ordinance and a requirement for a Business Impact Estimate (select one):

- ☒ No exceptions apply, see Business Impact Estimate below
- ☐ Exception(s) apply, however, the city has completed a Business Impact Estimate below to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance
- ☐ Exception(s) apply and a Business Impact Estimate is not required

Mark any exceptions (select all that apply, or none):

- ☐ Ordinance is required for compliance with federal or state law or regulation
- ☐ Ordinance relates to the issuance or refinancing of debt
- ☐ Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- ☐ Ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the city
- ☐ Ordinance is an emergency ordinance
- ☐ Ordinance relates to procurement
- ☐ Ordinance enacted to implement:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

Indian Harbour Beach Business Impact Estimate

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare of the city):

Response:

Ordinance No. 2026-02 reduces the line-of-sight landscaping prohibition and clarifies measurement points, thereby allowing property owners greater use of their property while ensuring the safety of motorists and pedestrians at intersections.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the city, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;
- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
- c. An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

Response:

There is no direct economic impact on businesses as Ordinance No. 2026-02 reduces the current code requirements regarding intersection line-of-sight visibility.

3. Good faith estimate of the number of businesses in the city likely to be impacted by the proposed ordinance:

Response:

As of December 31, 2025, there were 470 businesses (including home businesses) with physical locations in the City.

7. Additional information the city determines may be useful:

Response:

N/A



City Council Meeting

City of Indian Harbour Beach, Florida

Tuesday, January 13, 2026

AGENDA ITEM

Resolution 26-02: FDOT Maintenance Memorandum of Agreement for state highway right-of-way maintenance (action item)

Cost: \$18,699 in annual revenue from FDOT

Attachments: Resolution 26-02, draft MOA, Letter from FDOT

Staff Recommendation:

Consider approving Resolution No. 26-02, authorizing the City Manager to execute the memorandum of agreement with the Florida Department of Transportation for partial reimbursement of right-of-way maintenance costs.

Background Information:

The current memorandum of agreement (MOA) with the Florida Department of Transportation (FDOT) expires on March 31, 2026. In November, FDOT sent the City a draft MOA extending the arrangement for the next three years.

Historically, the City has used a contractor to perform the majority of the activities. The current agreement with the vendor is set to expire on September 30, 2026. Although the vendor has performed the duties in a satisfactory manner, due to the cost being significantly higher than the MOA funding, staff plans to bid out the service later this year to ensure the City receives the most cost-effective service possible.

Hence, staff recommends that the City Council approve Resolution No. 26-02, authorizing the City Manager to execute the memorandum of agreement with the Florida Department of Transportation for partial reimbursement of right-of-way maintenance costs.

RESOLUTION NO. 26-02

A RESOLUTION OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA; AUTHORIZING THE CITY MANAGER OR MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF INDIAN HARBOUR BEACH, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA, that:

Section 1. That the City Manager or Mayor are hereby authorized to execute that "Memorandum of Agreement – Highway Maintenance, Contract #AT411," between the CITY and the FLORIDA DEPARTMENT OF TRANSPORTATION, and mutually agreed upon Renewals and Supplemental Agreements, a copy of which is attached hereto and incorporated herein by reference.

Section 2. In the event a court of competent jurisdiction shall hold or determine that any part of this resolution is invalid or unconstitutional, the remainder shall not be affected, and it shall be presumed that the City Council of the City of Indian Harbour Beach did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the City Council would have enacted the remainder of this resolution without said invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

Section 3. This Resolution shall take effect on January 14, 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA, ON THIS 13TH DAY OF JANUARY 2026.

X

Scott Nickle
Mayor

X

Nicole "Nikki" Gold
Acting City Clerk



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

JARED PURDUE, P.E.
SECRETARY

November 19, 2025

Todd Scaldo
City of Indian Harbour Beach
2055 S Patrick Drive
Indian Harbour Beach, FL 32937
tscaldo@indianharbour.org

RE: Maintenance Memorandum of Agreement (MOA)
Notice of Contract Expiration
Old Contract No.: ASE68
New Contract No.: AT411
County: Brevard
Financial Project No.: 244729-1-78-04

Mr. Scaldo:

The term of the current MOA will expire on 03/31/2026; a new Agreement is required to be executed prior to that date in order to avoid a lapse of service. The new Agreement is provided with this letter.

Please adopt a Resolution which officially recognizes the MOA and authorizes who may execute it on behalf of the City. A sample Resolution is included. Please complete the City's signature block on page 5 and do not fill in the date on page 1.

Please email the signed MOA and Resolution to me by 02/15/2026 to assure it is fully executed in a timely manner. Paper copies are no longer necessary. If you have any questions, please contact me at (321) 634-6060.

Sincerely,

Crystal Murphy
Maintenance Project Manager

cc: Richard B. Szpyrka, P.E., FDOT Brevard Operations Program Engineer

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: AT411

FINANCIAL PROJECT NO.: 244729-1-78-04

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Indian Harbour Beach, a political subdivision existing under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____ day of _____, 20____ attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic (“MOT”) throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT “C”** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT’s** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT’s** right of way described in **EXHIBIT “B”** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT “C”**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT’s** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT’s** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$4,667.25 per quarter, equating to \$18,669.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Crystal Murphy. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
- c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
- d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Maintenance Project Manager II

Name: Crystal Murphy

Address: 555 Camp Road, Cocoa, FL 32927

Telephone: (321) 634-6060

Email: Crystal.Murphy@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Public Works Director

Name: Todd Scaldo

Address: 2055 S Patrick Dr, Indian Harbour Beach, FL 32937

Telephone: (321) 733-3181

Email: TScaldo@indianharbour.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT**'s right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.”

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Printed Name & Title

Attest: _____

Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Ron J. Meade, P.E., District Maintenance Engineer
Printed Name & Title

Attest: _____

Victor A. LoPiccolo, Maintenance Project Manager
Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
70008	SR 513	South Patrick Drive from Eau Gallie (MP 0.000) to Cassia Blvd (MP 2.436)	2.436 miles
70060	SR A1A	SR A1A SB from north of Eau Gallie Intersection (MP 20.898) to Volunteer Way (MP 22.220)	1.322 miles
70060	SR A1A	SR A1A NB from Millennium Beach Park (MP 21.209) to the north side of Lantana Condominiums Bld 1791 (MP 22.069)	0.860 miles
NOTE: activities for roadway sweeping are not included on SR A1A			

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
<input type="checkbox"/>	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
<input type="checkbox"/>	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
<input type="checkbox"/>	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
<input type="checkbox"/>	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
<input type="checkbox"/>	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
<input type="checkbox"/>	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
<input checked="" type="checkbox"/>	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
<input type="checkbox"/>	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
<input checked="" type="checkbox"/>	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
<input checked="" type="checkbox"/>	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4”) or less in diameter performed with hand tools.
<input type="checkbox"/>	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
<input checked="" type="checkbox"/>	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
<input type="checkbox"/>	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
<input checked="" type="checkbox"/>	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

<input type="checkbox"/>	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
<input type="checkbox"/>	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
<input checked="" type="checkbox"/>	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
<input checked="" type="checkbox"/>	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
<input checked="" type="checkbox"/>	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
<input checked="" type="checkbox"/>	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		



City Council Meeting

City of Indian Harbour Beach, Florida

Tuesday, January 13, 2026

AGENDA ITEM

Award of contract for construction services for the partially grant-funded City Hall Baffle Box Stormwater project (action item)

Cost: \$1,137,900.00

Attachments: Contract and general construction conditions
Evaluation committee ranking sheet
Request for proposal
Proposal

Staff Recommendation:

Consider awarding a contract not to exceed \$1,138,000.00 to Gregori Construction, Inc. for construction services related to the City Hall Baffle Box stormwater project.

Background Information:

In 2023, the City received a \$250,000 State appropriation (with a \$250,000 match requirement for the design and construction of a baffle box along the Big Muddy canal in the vicinity of City Hall). Subsequently, the City issued a request for qualifications to design the structure. On September 26, 2023, the City awarded a contract (\$103,481.60) for design and construction support services to Infrastructure Solution Services, LLC.

On April 28, 2025, the City received notice of a 30% match water quality grant award up to \$1,142,107 to offset the cost of the project. Depending on how the Florida Department of Environmental Protection (the state's administrator for appropriations and Water Quality grants) handles the required local match, the City's costs will range from \$14,070 to \$440,116. Currently, the City has \$454,000 budgeted for the local match in the Stormwater Utility Fund.

On August 12, 2025, the City awarded a contract not to exceed \$777,000.00 for construction services to BDI Marine Contractors, LLC. At the vendor's request, the City terminated the contract on September 24, 2025.

In accordance with the City Charter, a request for proposals (RFP) was advertised in Florida Today on October 9th and 16th. The City received seven proposals on Thursday, November 20, 2025. An evaluation committee met twice and ranked the proposals as follows:

Gregori Construction, Inc.	780
Universal Contracting & Construction, Inc.	719
BDI Marine Contractors, LLC	695
Jobear Contracting, Inc.	687
Loren Jock Trucking, Inc.	603
Johnson-Davis Incorporated	546
Cathcart Construction Company – Florida, Inc. (maximum 900 points)	540

Staff developed a contract for construction services that was reviewed by Gregori Construction, Inc. and City Attorney Bohne.

Funding for the project is a combination of State appropriation, local match, and state grant.

Therefore, staff recommends the City Council award a contract not to exceed \$1,138,000.00 to Gregori Construction, Inc. for construction services related to the City Hall Baffle Box stormwater project.

CONSTRUCTION CONTRACT

THIS CONTRACT is entered into this 14th day of January 2026, by and between the City of Indian Harbour Beach, (hereinafter referred to as the "OWNER") and Gregori Construction, Inc. (hereinafter referred to as the "CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants as hereinafter set forth, and other good and valuable consideration, agree as follows:

ARTICLE I

1. WORK. The CONTRACTOR shall complete all work as specified or as indicated in the contract documents. "WORK" is generally described as follows: **Construction Services for the City Hall Baffle Box Project**. The CONTRACTOR shall furnish all of the materials and perform all the work described in the Contract Documents. CONTRACTOR shall be responsible for obtaining all necessary building permits and authorizations.

ARTICLE II

2. CONTRACT DOCUMENTS. The contract documents, which comprise the entire agreement between the OWNER and CONTRACTOR, are attached to this contract and made a part hereof, and consist of the following:

- A. This Construction Contract;
- B. General Construction Conditions;
- C. Construction plans and technical specifications;
- D. Gregori Construction, Inc. proposal submitted on November 14, 2025;
- E. Request for Proposal (RFP) 2025-05 and addendum;
- F. Evaluation Committee Bid Tabulation sheet.

All such documents may hereinafter be referred to as "Documents" or "Construction Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Construction plans and technical specifications;
- B. General Construction Conditions;
- C. This Construction Contract;
- D. Gregori Construction, Inc. proposal submitted on November 14, 2025;
- E. Request for Proposal (RFP) 2025-05 and addendum;
- F. Evaluation Committee Bid Tabulation sheet;

ARTICLE III

3. CONTRACT TIME. The work shall start within 14 days of date of Notice to Proceed to allow lead time on specific equipment and supplies. Work described on the bid schedule shall be Substantially Complete on or before October 24, 2026.

ARTICLE IV

4. CONTRACT PRICE. The OWNER shall pay the CONTRACTOR, in current funds for the performance of the work subject to additions or deductions by change order as provided in the contract documents, the NOT TO EXCEED contract sum of one million one hundred thirty-seven thousand nine hundred dollars and 00/100 (\$1,137,900.00) which includes the cost of a payment and performance bond and warranty bond unless modified by change order. The Contract Price shall not be changed without prior written approval by an appropriate change order executed by the OWNER and the CONTRACTOR.

ARTICLE V

5. PROGRESS PAYMENTS. Based upon applications for payments submitted to the OWNER and the OWNER'S ARCHITECT/ENGINEER, the OWNER shall make progress payments on account of the contract sum to the CONTRACTOR as follows:

- A. The CONTRACTOR will provide the OWNER and the OWNER'S ENGINEER with application for payment on AIA Document G702 detailing completed work as per unit prices on the Proposal Form as of the date of each application for payment. At the time of each application, the CONTRACTOR shall submit to the OWNER and the OWNER'S ENGINEER all partial waivers/releases of liens for all materials, labor and equipment incorporated into the work as of the date of each application as required by Article II of the General Conditions.
- B. The CONTRACTOR will be allowed to submit only one application for payment for every thirty-day period for the duration of the job. If payment is requested on the basis of material and equipment not incorporated into the work, but delivered and suitable stored at the site or at another location agreed to in writing by the OWNER, the application for payment shall also be accompanied by bill of sale, invoice, or other documentation warranting that the OWNER has received the materials and equipment free and clear of all liens and evidence that the material and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER'S interest therein, all of which shall be satisfactory to the OWNER and the OWNER'S ENGINEER. Only stored material and completed work shall be approved for payment.
- C. All pay requests will be accompanied by:
 - i. A CONTRACTOR's affidavit, made in substantially the same form as prescribed by Section 713.06(3)(c)(1) Florida Statutes and shall be called a "Contractor's Progress Payment Affidavit".

- ii. Lien waiver(s) for any "Notice to OWNER" received during the construction period in a form which substantially complies with Section 713.20 of the Florida Statutes;
 - iii. Waiver of right to claim against the payment bond (progress payment) pursuant to Section 255.05, Florida Statutes by those persons listed in Section 713.01, Florida Statutes and in a form, which substantially complies with Section 255.05 of the Florida Statutes relating to progress payments.
- D. The OWNER and the OWNER'S ARCHITECT/ENGINEER shall have five (5) working days after receipt of each application for payment to approve the application for payment or indicate in writing reasons for non-approval. The OWNER will pay the CONTRACTOR all undisputed amounts approved on an application for payment within ten (10) days of approval of the application, less a five percent (5%) retainage.

ARTICLE VI

6. FINAL PAYMENT.

6.1 FINAL CERTIFICATE. Upon receipt of written notice from the CONTRACTOR that the work is ready for final inspection and when the OWNER'S ARCHITECT/ENGINEER and the OWNER'S representative find the work acceptable under the contract and the contract fully performed, they will promptly issue a final certificate, over both the OWNER'S representative's signature stating that the work provided for in this contract has been completed, and acceptance by them under the terms and the conditions of all plans and applicable contract documents. Upon this finding the entire balance found to be due the CONTRACTOR, including retainage, shall be paid to the CONTRACTOR. OWNER will have 10 days to pay the entire balance found to be due the CONTRACTOR including the outstanding retainage. Before the issuance of final certificate, the CONTRACTOR shall:

- A. Deliver all warranties for labor and materials incorporated in the work;
- B. Complete all punch list items to the satisfaction of the OWNER and the OWNER'S ENGINEER;
- C. Submit evidence satisfactory to the OWNER that all payrolls, material bills and other indebtedness connected with the work have been paid;
- D. Shall submit to the OWNER a Final CONTRACTOR's Affidavit in a form which substantially complies with Section 713.20 of the Florida Statutes relating to final payments;
- E. Deliver an unconditional final lien waiver and a waiver of right to claim against the payment bond (final payment), pursuant to Section 255.05 of the Florida Statutes, from each supplier/laborer/subcontractor and those that filed a "Notice to Owner" or claim against bond and in a form, which substantially complies with Section 255.05 of the Florida Statutes relating to final payments.

6.2 SUBSTANTIAL COMPLETION. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract

Documents so that the OWNER can utilize the Work for its intended use. OWNER and CONTRACTOR agree that issuance of a temporary certificate of occupancy (or the equivalent) shall evidence that Substantial Completion has occurred. When CONTRACTOR considers the entire work to be substantially complete, CONTRACTOR shall so notify the OWNER in writing. Within a reasonable time (not to exceed five (5) calendar days from the date of CONTRACTOR's notice of Substantial Completion), the OWNER, CONTRACTOR, and ENGINEER shall inspect the site to determine the status for completion (the "Substantial Completion Inspection").

- A. If the ARCHITECT/ENGINEER or OWNER does not consider the work substantially complete, the CONTRACTOR will be notified in writing within five (5) business days from the date of the Substantial Completion Inspection.
- B. If the ARCHITECT/ENGINEER/OWNER does consider the work substantially complete, the ENGINEER/OWNER will notify the CONTRACTOR in writing of the acceptance of the Substantial Completion, which shall fix the date of the Substantial Completion, and ENGINEER/OWNER shall issue a Certificate of Substantial Completion to CONTRACTOR within five (5) business days from the date of the Substantial Completion Inspection.
- C. The OWNER and ARCHITECT/ENGINEER shall prepare a tentative list of outstanding items to complete the work outlined in the contract documents (it is recommended that the CONTRACTOR request that a representative from the permitting agencies also review the work) (the "Punchlist"). The OWNER and ARCHITECT/ENGINEER shall provide to CONTRACTOR a single Punchlist within five (5) business days from the date ENGINEER/OWNER issues the Certificate of Substantial Completion. The 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.

6.3 RESERVED.

6.4 FINAL INSPECTION. Upon written notice from the CONTRACTOR that the work or an agreed portion thereof is complete, ARCHITECT/ENGINEER/OWNER will promptly (not to exceed five (5) calendar days from the date of CONTRACTOR's notice of completion) conduct a final inspection with the CONTRACTOR and will notify CONTRACTOR in writing of all issues in which this inspection reveals that the work is incomplete or unsatisfactory. All State and Local governing agencies will be given ample time to determine the project completeness. A letter indicating the project is complete and satisfactory to the OWNER/ARCHITECT/ENGINEER will be issued to the CONTRACTOR upon deeming the project complete.

6.5 FINAL PAYMENT APPLICATION. After the CONTRACTOR has completed all corrections, if any, to the satisfaction of the OWNER, ARCHITECT/ENGINEER, and Governing Agencies and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents/certified as-builts, and testing reports, and after which the OWNER/ARCHITECT/ENGINEER has indicated that the work is acceptable, CONTRACTOR may make application for final payment following the procedures for progress payments. Included with the final payment shall be all documents required by the contract.

6.6 WAIVER OF CLAIMS. The acceptance of final payment will constitute a waiver of all claims by the CONTRACTOR against the OWNER, except unsettled or unknown claims.

ARTICLE VII

7. MISCELLANEOUS.

This agreement shall not be assigned by either party without the written consent of the other.

- A. The OWNER and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto, agree to be bound in respect to all covenants, agreements, and obligations contained in the contract documents.
- B. The parties hereto agree that Time Is of the Essence for completion of the terms of this contract.
- C. Existing and Unforeseen Conditions. Notwithstanding anything contained in the Contract Documents to the contrary, the OWNER expressly agrees that CONTRACTOR shall not be liable for any loss, damage, liability or expense arising from or related to any existing or unforeseen conditions at the Project, including, but not limited to the following: (i) existing site, soil, structural and building component conditions, including, without limitation, damage caused to any of the foregoing by any cause or party other than CONTRACTOR; (ii) work or construction activities not performed by CONTRACTOR; (iii) materials or equipment not furnished by CONTRACTOR; (iv) damage resulting from improper or insufficient maintenance by the OWNER or its employees; (v) the presence of any hazardous or toxic materials or substances, including mold, asbestos containing materials, petroleum products, polychlorinated biphenyl (PCB) or any other hazardous or toxic material or substance; or (vi) any other existing or unforeseen condition existing at or on the Project that CONTRACTOR could not have reasonably discovered prior to CONTRACTOR's commencement of Work on the Project (items (i) – (vi) are hereinafter collectively referred to as the "Existing/Unforeseen Conditions"). In the event that any of the Existing/Unforeseen Conditions result in any additional expense to CONTRACTOR or affect or delay CONTRACTOR's performance of the Work at the Project, CONTRACTOR shall be entitled to an adjustment in the Contract Sum and/or Contract Time upon the Parties execution of a mutually agreeable change order. In connection with the Existing/Unforeseen Conditions and the Work to be performed by CONTRACTOR at the Project, OWNER agrees that CONTRACTOR shall be entitled to rely on the information and reports provided by OWNER to CONTRACTOR in evaluating the Project and the Existing/Unforeseen Conditions.
- D. The CONTRACTOR and OWNER waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to: (i) damages incurred by the OWNER for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (ii) damages incurred by the CONTRACTOR for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination for cause pursuant to the terms of Article

11 (Termination). Nothing contained in this Article shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE VIII

8. ATTORNEY'S FEES. In the event it is necessary for either party to this contract to file any legal proceedings to enforce the terms and conditions of this contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of such actions, including but not limited to attorneys' fees and costs of any Bankruptcy or Appellate proceedings associated with such action.

ARTICLE IX

9. CONTRACT MODIFICATION. This contract shall not be modified except in writing and executed by both parties hereto.

ARTICLE X

10. INSPECTIONS. The CONTRACTOR acknowledges that all work is to be inspected by the OWNER and the OWNER'S ENGINEER for proper completion pursuant to the specifications and contract documents.

ARTICLE XI

11. TERMINATION. This agreement may be terminated by the OWNER with or without cause immediately upon written notice to the CONTRACTOR. If OWNER terminates CONTRACTOR without cause, the CONTRACTOR shall be paid all proceeds it is owed for work it satisfactorily performed through the date of termination, if any, costs incurred by CONTRACTOR by reason of the termination, including costs attributable to termination of subcontracts, costs of materials and approved deposits paid for by Contractor (and not yet reimbursed by Owner), demobilization costs, as well as reasonable overhead and profit on Work not executed. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if a writ of garnishment shall be served upon the Owners, seeking to reach funds due or to become due the Contractor, or if the Government of the United States or any state or county shall garnishee, distrain, attach, or seek to reach funds due or to become due the Contractor, or if it should persistently or repeatedly refuse or should fail, except in cases of which extension of time is provided, to supply enough properly skilled workmen, equipment, or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard applicable laws, statutes, laws, ordinances, rules and regulations or the authority of the Architect/Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owners after giving the Contractor seven days written notice and opportunity to cure, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the Contractor shall only receive compensation, subject to the provisions herein, for work satisfactorily performed as of the date of termination.

If the unpaid compensation exceeds the expense of finishing the work, including compensation for additional managerial and administrative services, such excess will be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owners. The expense incurred by the Owners as herein provided, and the damage incurred through the Contractors

default will be certified by the Architect/Engineer and deducted by the Owners from any sums which would otherwise be due to the Contractor. All parties agree to be bound by the Owner's Architect/Engineer's certified cost estimate summary.

ARTICLE XII

12. COMMENCEMENT. Prior to commencing any work under this contract, the CONTRACTOR shall provide the OWNER with a payment and performance bond for the full amount of the contract sum on a form mutually acceptable to counsel for the OWNER and CONTRACTOR. The price of the payment and performance bond is included in the contract sum. The parties understand and agree that this Contract is contingent upon the issuance of the payment and performance bonds required by this paragraph.

City of Indian Harbour Beach

Signature of Witness

BY: _____
John W. Coffey, ICMA-CM
City Manager

Printed Name of Witness

Signature of Witness

Printed Name of Witness

Gregori Construction, Inc.

Signature of Witness

BY: _____
Brian Curry

Printed Name of Witness

Signature of Witness

Printed Name of Witness

GENERAL CONSTRUCTION CONDITIONS

ARTICLE I

1. RESPONSIBILITIES OF CONTRACTOR.

1.1 The CONTRACTOR shall carefully study and compare the contract documents and shall report to the OWNER any error, inconsistency, or omission he has discovered. The CONTRACTOR shall perform no portion of the work at any time without contract documents, or, where required, approved shop drawings, product data or samples for such portion of the work. To the extent that OWNER requires or CONTRACTOR provides any incidental services, constructing consulting or value engineering, OWNER acknowledges that such services are advisory and are not professional design services. The OWNER will refer all professional design questions to its design professionals and CONTRACTOR shall have no liability to OWNER for services requested by OWNER or rendered by the CONTRACTOR as described in this paragraph, unless such services are specifically required by the Contract Documents. CONTRACTOR shall not be liable for the adequacy, accuracy, code compliance and completeness of the drawings, specifications and other design documents provided to CONTRACTOR. The parties acknowledge that CONTRACTOR has no responsibility to prepare the plans and specifications, and that such design documents may be incomplete as of the date of this Agreement. The Contract Time shall be extended and the Contract Sum shall be increased appropriately as a result of delays or increased costs resulting from errors, inconsistencies, lack of coordination, code errors or omissions in the design documents.

Notwithstanding anything to the contrary herein, Contractor shall verify the accuracy and completeness of all construction plans, design drawings and specifications and shall promptly notify Owner of any errors or omissions in same discovered by or made known to the Contractor. These obligations are for the purpose of facilitating coordination and construction by the Contractor only. However, should the Contractor fail to report to the Owner any error, inconsistency, omission or defect in the construction plans, design drawings and specifications that are discovered by or made known to the Contractor, the Contractor assumes the liability for such defective plans, drawings and specifications.

1.2 The CONTRACTOR shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequence and procedures, and for coordinating all portions of the work under the contract.

1.3 The CONTRACTOR is responsible to the OWNER for the acts or omissions of his employees, subcontractors and their agents and employees and other persons performing any of the work under a contract with the CONTRACTOR. OWNER shall be responsible for the acts and omissions of its separate contractors, employees, representatives, and any other persons or entities performing portions of the Work for or on behalf of the OWNER or its separate contractors and not under the control of CONTRACTOR. CONTRACTOR shall not be liable for any delays caused by OWNER's separate contractors.

1.4 The CONTRACTOR shall provide and pay for all labor, material, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent, and whether or not to be incorporated in the work.

1.5 The CONTRACTOR shall at all times enforce strict discipline in good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

1.6 Intentionally deleted.

1.7 The CONTRACTOR shall pay all sales, consumer, use and other similar taxes for work or portions thereof provided by the CONTRACTOR, which are legally enacted at the time the bids are received, whether or not yet effective. Upon request by OWNER, the CONTRACTOR may elect to use "Owner Direct Purchase" to reduce costs to the CONTRACTOR AND OWNER. The CONTRACTOR recognizes that Owner is a political subdivision of the State of Florida and as such is entitled to direct purchase materials in order to save the state sales tax. If used, the CONTRACTOR shall provide Owner with a list of items that may be eligible for sales tax savings prior to purchasing these materials. In the event Owner opts to make Owner-Direct Purchases, the project Not To Exceed Price shall be reduced by the Owner-Direct Purchase (excluding the installation component of the Work, if CONTRACTOR will install the materials) with the corresponding sales-tax savings accrued in a Sales Tax Savings Account identified on the Project Schedule of Values and corresponding Application for Payment. Materials provided under this Sales Tax Savings program by the CONTRACTOR shall be based on the actual prices quoted by the CONTRACTOR for the materials used. The Sales Tax Savings Account shall be for the benefit of Owner only. Owner is the sole recipient of any sales tax savings and may use money generated by the savings for reduction of the Project cost, increases in the scope of Work, or any other purpose Owner so desires without extending the schedule. If any funds remain in the Sales Tax Savings Account at the completion of the Project, the Project cost shall be reduced by Change Order to return all unused Sales Tax Savings to Owner.

1.8 RESERVED.

1.9 The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

1.10 It is the responsibility of OWNER/OWNER's ARCHITECT/ENGINEER to make certain that the contract documents are in accordance with applicable laws, statutes, building codes and regulations.

1.11 The CONTRACTOR shall confine operations at the site to the areas permitted by law, ordinances, permits and the contract and shall not unreasonably encumber the site with any materials or equipment.

1.12 The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by construction operations. At the completion of the work, all waste materials and rubbish from and about the project shall be removed, as well as all tools, construction equipment, machinery, and surplus materials.

ARTICLE II

2. RELEASE OF LIENS, WAIVERS.

2.1 At the time each application for payment is submitted, the CONTRACTOR shall also provide the OWNER with fully executed partial waivers of right to claim against bond and of liens for any and all labor, material and equipment incorporated into the work as of the date of the previous month's application for payment for which CONTRACTOR received payment. The CONTRACTOR understands and agrees that the OWNER shall not be required to pay any amount to the CONTRACTOR until such time as the OWNER has received such partial waivers covering the amount requested in the application for payment.

2.2 Upon completion of the work and at the time of application for final payment the CONTRACTOR will provide the OWNER with final waivers or releases of liens for any and all labor, material, and equipment

incorporated into the work and a Final CONTRACTOR's Affidavit pursuant to Florida Statutes Chapter 713 and Waiver of right to claim against bond (final payment) pursuant to Florida Statutes Chapter 255.

ARTICLE III

3. PERFORMANCE AND PAYMENT BOND.

3.1 The CONTRACTOR shall furnish the OWNER immediately upon execution of this contract, a performance and payment bond in penal sum of:

- Performance Bond (100%)
- Payment Bond (100%)

with good and sufficient sureties, condition upon the performance of this contract by the CONTRACTOR in accordance with the terms and conditions hereof, within the time herein provided, and with the additional obligation that such CONTRACTOR shall promptly make payment to all persons supplying him labor, materials and supplies used directly or indirectly by the said CONTRACTOR in the execution of the work provided for in this contract.

3.2 CLAIM AGAINST BOND/LIENS. Anything contained in any of the contract documents notwithstanding, all progress payments and the final payment shall be paid by the OWNER to the CONTRACTOR in compliance with the provisions of 255 of the Florida Statutes.

- A. The OWNER shall withhold five (5) percent of the amount of each progress payment as retainage.
- B. The last payment due under the contract shall be paid by the OWNER to the CONTRACTOR only after the CONTRACTOR has furnished the OWNER with a final affidavit as required by Chapters 255 of the Florida Statutes stating that all persons, firms or corporations who have furnished labor or materials, employed directly or indirectly in the work, have been paid in full or will be promptly paid upon receipt of final payment from OWNER, and in addition, before the CONTRACTOR shall have the right to receive the final payment due under the contract, the CONTRACTOR shall furnish the OWNER with full release of liens or claims against the bond, as the case may be, from all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the work.
- C. The OWNER shall have the right to demand and receive from the CONTRACTOR before he shall receive any progress payment, receipted bills showing payment in full for all labor, services and materials incorporated into the work, for the period of time for which the progress payment is due.
- D. Likewise, as a condition to receiving any progress payment, the OWNER may require the CONTRACTOR to furnish partial releases of lien or waivers executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the work during the previous month's payment period, releasing such lien or claim against bond rights as these persons, firms or corporations may have for that period. If any of the laborers, subcontractors or material men shall serve upon the OWNER a "Claim of Lien" OR "Claim Against Payment Bond" or shall otherwise put the OWNER on notice that they are owed and unpaid money by the CONTRACTOR, the OWNER shall have the right to pay these persons directly, and the OWNER shall receive a credit therefore upon the contract price accordingly provided CONTRACTOR has not already made such payment.

ARTICLE IV

4. PAYMENTS WITHHELD. The OWNER may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such an extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Failure on the CONTRACTOR to make payments properly to subcontractor or for material or labor.
- D. The OWNER'S reasonable opinion that the contract cannot be completed for the balance then unpaid.
- E. Damage to another CONTRACTOR.
- F. Failure to maintain adequate progress.

When the above grounds are removed, payment will be made for amounts withheld. Notwithstanding anything contained herein or the Agreement to the contrary, the Parties agree that CONTRACTOR shall not be obligated to continue working under any circumstances if OWNER withholds a payment greater than 5% of the Contract Price from CONTRACTOR and a good faith dispute exists regarding such monies withheld.

ARTICLE V

5. INSURANCE. The parties expressly recognize that the relationship between the OWNER and the CONTRACTOR is that of independent CONTRACTOR's, and that neither the CONTRACTOR nor any of his servants, agents or employees shall ever be considered to be an agent, servant, or employee of the OWNER.

Before commencing construction, the CONTRACTOR shall obtain the insurance required under this paragraph and receive the approval of the as to form, amount, and carrier. Prior to commencing said work, the CONTRACTOR shall furnish to the OWNER a copy of the insurance required by this Agreement. The CONTRACTOR shall continuously maintain the insurance during the term of said work. The insurance policy shall:

- A. Name the OWNER in the policy of insurance as an additional insured;
- B. Be issued by an insurance company authorized by the Florida Insurance Commissioner to write the type of insurance issued pursuant hereto;
- C. Be issued by an insurance company rated as A-1 or better with a financial quality rating of VII or better by Best's Rating Guide or its equivalent, or successor, as accepted by the OWNER;
- D. Include a provision which provides that the insurance may not be cancelled or non-renewed without at least thirty (30) days written notice to the OWNER;
- E. Extend to the OWNER, its elective and appointive boards, commissions, officers, agents, employees, and representatives and each CONTRACTOR and/or subcontractor performing

work or construction related to the Project the public liability and property damage insurance. The CONTRACTOR shall maintain the following:

- i. Worker's Compensation – Provide Worker's Compensation Insurance on behalf of all employees who are to provide a service for this project, as required under Florida Laws Chapter 440 and Employers Liability of limits no less than:
 - \$500,000 each accident
 - \$500,000 disease – policy limit
 - \$100,000 – each employee
- ii. Commercial General Liability – This includes but is not limited to bodily injury, property damage and personal injury with limits of not less than:
 - \$1,000,000 combined single limit per occurrence
 - \$1,000,000 per location aggregate covering all work performed for this project.
- iii. Automobile Liability – This is to include bodily injury, property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than \$1,000,000 combined single limit covering all work performed for this project.
- iv. Umbrella Liability – This is to include the Employers Liability, General Liability, and Automobile Liability in underlying policy schedule, with limits of not less than \$2,000,000.
- v. Professional Liability – This is to include limits of not less than \$1,000,000 for professional services rendered in accordance with this project. The vendor shall maintain such insurance for at least two (2) years from the termination of this project.

OWNER will maintain property insurance, which will include builder's risk coverage sufficient to cover the total value of the entire Project on a replacement cost basis, including, but not limited to, the value of any materials and equipment, which are to be incorporated into the completed Project, and all soft costs and general conditions costs required due to a covered cause of loss.

ARTICLE VI

6. CHANGES. A change order is a written order to the CONTRACTOR signed by the OWNER issued after execution of the contract, authorizing a change in the work or any adjustment in the contract price or the contract time. The contract price and the contract time may be changed only by change order. Change orders shall reflect labor, material, general conditions, performance bond, and shall reflect as to total number of construction days as approved by the OWNER.

Notwithstanding anything contained herein to the contrary, OWNER shall review and respond to change orders (with an approval, rejection or comments) submitted by CONTRACTOR within five (5) business days after submission by CONTRACTOR of a change order in order to maintain the Substantial Completion Date for the Project. In the event OWNER fails to approve a change order within such five (5) business day timeframe, OWNER agrees that CONTRACTOR shall not be liable for any delay or damages associated with such failure, including, but not limited to, liquidated damages, and CONTRACTOR shall be entitled to an equitable adjustment in the Contract Time, extended General Conditions expended by the CONTRACTOR and increased costs reasonably incurred by the CONTRACTOR as a result of such failure.

Notwithstanding the above, should the change order result in an increase in the price of the contract in excess of the authorized change order granted to the City Manager under Section 2-8 (c) of Chapter 2 of the Code of Ordinances of the City, the 5 day limitation herein shall not apply and such change order approval or rejection shall be brought to the City Council at the next scheduled City Council meeting following the date the change order is submitted.”

ARTICLE VII

7. ACCESS TO THE WORK; UNCOVERING FINISHED WORK, CORRECTION OF WORK. The ARCHITECT/ENGINEER and his representatives and other representatives of the OWNER will at all times have access to the work. When on site, OWNER, ARCHITECT/ENGINEER and all of their invitees agree to abide by CONTRACTOR’s reasonable Project site safety rules and directives. The CONTRACTOR shall provide proper facilities for such access and observation of the work or for any examination or testing thereof.

- A. Should it be considered necessary or advisable by the ARCHITECT/ENGINEER to re-examine any part of the work already fabricated, installed or completed, the CONTRACTOR, at the ARCHITECT/ENGINEER’s request, shall uncover, expose, or otherwise make available for examination or testing that portion of the work in question, furnishing all necessary labor, material and equipment.
 - i. If it is found that such work does not meet the requirements of the contract documents, the CONTRACTOR shall defray all the expenses of such examination and testing and of satisfactory reconstruction.
 - ii. If, however, such work is found to meet the requirements of the contract documents, the CONTRACTOR will be allowed an increase in the contract price and/or extension of the contract time directly attributable to such uncovering, exposure, examination and testing, if he makes a claim therefore as provided in Article 6.
- B. The CONTRACTOR shall promptly correct all work rejected by the OWNER as determined by the OWNER’S ARCHITECT/ENGINEER as defective or as failing to conform with the applicable building codes or the contract documents whether observed before or after completion, and whether or not fabricated, installed or completed by the CONTRACTOR.
 - i. The CONTRACTOR shall bear all costs for correcting such rejected work, including compensation for any engineering or Agent/Representative fees incurred as a result of such defect.
 - ii. In the event the OWNER’S ARCHITECT/ENGINEER makes a determination that the CONTRACTOR’s work is defective, the CONTRACTOR shall have fifteen (15) days from the date of written notification by the OWNER of any defects to cure all defects. OWNER and CONTRACTOR may mutually agree to extend such timeframe if more time is required to cure any such defective Work.
 - iii. If CONTRACTOR fails to timely cure any such defective Work as set forth above and the OWNER/ARCHITECT/ENGINEER deems it expedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price will be made therefore.
 - iv. If the CONTRACTOR does not correct such condemned work and material within a reasonable time as set forth herein, the OWNER may correct it. Within ten days thereafter, the OWNER may, upon ten-days written notice, deduct all the cost and expenses that should have been borne by the CONTRACTOR.

ARTICLE VIII

8. DELAYS AND EXTENSION OF TIME. All delay claims must be submitted in writing by the CONTRACTOR within 7 days of the occurrence of the event giving rise to such delay claim or within 15 days after the claimant first recognizes the condition giving rise to the delay claim, whichever is later. Upon the 8th day, if a claim has not been received by the OWNER the delay will not be recognized and no extension will be granted to the contract. The written delay shall outline the total number of days requested if known at the time. If the CONTRACTOR is delayed at any time, in the commencement or progress of the work by (i) an act or neglect of the OWNER, ENGINEER, by any other CONTRACTOR employed by the OWNER, or any of their employees (including, but not limited to OWNER's or ARCHITECT/ENGINEER's failure to make timely decisions regarding the Project (e.g., decisions regarding design or change orders for the Project), (ii) by changes ordered in the work that result in an executed change order; then CONTRACTOR shall not be liable for any delay or damages associated with the Excusable Delay Events, including, but not limited to, liquidated damages, and CONTRACTOR, by change order, shall be entitled to an equitable adjustment in the Contract Time, extended General Conditions expended by the CONTRACTOR and increased costs reasonably incurred by the CONTRACTOR during any agreed upon extensions of the Contract time (e.g., equipment rental costs).

If the CONTRACTOR is delayed at any time, in the commencement or progress of the work by an event of force majeure, epidemics or pandemics, acts of God, governmental orders/requirements or state of emergency, adverse weather conditions documented in accordance with this Agreement, or by strikes, lockouts, fire, unusual delay in transportation/delivery, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER may decide to justify the delay, CONTRACTOR shall not be liable for any delay or damages associated with the Excusable Delay Events, including, but not limited to, liquidated damages, and CONTRACTOR, by change order, shall be entitled to an equitable adjustment in the Contract Time only.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

ARTICLE IX

9. SUSPENSION OF THE WORK. The OWNER may suspend the work at any time wholly or in part due to the CONTRACTOR'S failure to perform within the provisions of the contract, as determined by the OWNER'S ARCHITECT/ENGINEER. The CONTRACTOR shall have fifteen (15) days from receipt of written notice of such failure to perform within which to cure same. OWNER and CONTRACTOR may mutually agree to extend such timeframe if more time is required to cure same. If the CONTRACTOR should neglect to prosecute the work properly or fail to perform any provision of this contract, the OWNER, after seven-days written notice to the CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONTRACTOR's expense.

ARTICLE X

10. WARRANTY. The CONTRACTOR warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform with the requirements of the Contract Documents, professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors, except for those inherent in the quality of the Work that the Contract Documents require or permit. The CONTRACTOR's warranty excludes remedy for

damage or defect caused by abuse, alterations to the Work not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

- A. Whenever required by the specifications of the Request for Proposal, the CONTRACTOR warrants that all equipment and materials provided shall be new.
- B. If the CONTRACTOR is notified in writing of a fault, deficiency or error in the equipment, materials, or Work provided, within ten (10) days from the discovery of any fault, deficiency or error of the Work, the CONTRACTOR shall, at the OWNER'S option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the OWNER, or 2) refund to the OWNER, any amounts paid by the OWNER that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other CONTRACTOR's.
- C. All Warranties of the CONTRACTOR pursuant to this Contract shall be for the duration of this Agreement and any extensions hereof and for a period of 1 year after the date of substantial completion of the Project (the "Warranty Period"). During the 1-year Warranty Period, if the OWNER fails to notify the CONTRACTOR and give the CONTRACTOR an opportunity to make the correction, the OWNER waives the rights to require correction by the CONTRACTOR and to make a claim for breach of warranty. The 1-year Warranty Period shall not be extended by corrective Work performed by the CONTRACTOR pursuant to this Section.
- D. All equipment and materials provided and used by the contractor shall be merchantable and be fit for the purpose intended.

ARTICLE XI

11. REPAIR TO ACCESS AREAS STORAGE AREAS AND AREAS DAMAGED DURING CONSTRUCTION. The CONTRACTOR shall be responsible for the restoration of any damaged areas resulting from construction and construction-related activities

ARTICLE XII

12. SPECIAL CONDITIONS.

12.1 Should adverse conditions such as severe storms or hurricanes be forecasted, the CONTRACTOR shall take all necessary precautions to the extent possible, to protect all portions of completed work from damages. All work shall be at the expense of the OWNER, billed on a time and materials basis, and a flat rate of \$65.00 per man-hour will be charged for labor, as long as it is not included in the scope cover under "PROTECTION OF PRIVATE PROPERTY".

12.2 Any electric outlets for the power for this entire project shall be supplied by the OWNER where available. CONTRACTOR shall be able to use the OWNER'S electrical outlets where available.

12.3 CONTRACTOR shall supply all necessary electric power to complete this project, including portable generators as required.

12.4 ENVIRONMENTAL HEALTH AND SAFETY.

- A. CONTRACTOR shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work.

- B. CONTRACTOR shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONTRACTOR.
- C. CONTRACTOR shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work.
- D. CONTRACTOR agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONTRACTOR's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.
- E. Nothing contained in this Agreement shall affect CONTRACTOR's status as an independent CONTRACTOR. CONTRACTOR shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on CONTRACTOR's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

12.5 ADDITIONAL INDEMNIFICATION. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONTRACTOR agrees on CONTRACTOR's behalf, and on behalf of its employees, suppliers, agents, officers, representatives, CONTRACTORS, subcontractors, and all others working for and/or on behalf of the CONTRACTOR (hereinafter CONTRACTOR) to indemnify and hold harmless the OWNER and all its employees, officers, Council Members and representatives, (herein after "OWNER") from and against all liability, costs, and expenses, including but not limited to attorney's fees and suit costs for both trial and appeal, any and all claims, demands, judgments, loss or damages on account of injuries, disease or death to any person or damage to property (other than the Work itself), but only to the extent caused by the negligent acts or intentional acts or omissions of the CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. The parties mutually acknowledge that the amount of indemnity provided for herein shall not exceed 10% of the Contract Price for the Project, which bears a reasonable relationship to the risk undertaken by the parties and is hereby incorporated into the bid documents or specifications.

In addition, CONTRACTOR shall indemnify, defend and hold harmless OWNER against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the OWNER may incur arising from the following:

- A. A violation by CONTRACTOR of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement;
- B. Any penalty or fine incurred by or assessed against OWNER to the extent caused by any act of the CONTRACTOR;
- C. Any injury, illness, disease, death, or other harms suffered or incurred by any employee of CONTRACTOR, resulting from the failure of CONTRACTOR to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
- D. Any patent or copyright infringement by CONTRACTOR;

- E. Any lien or other claim by CONTRACTOR or subcontractor inconsistent with this Agreement;
- F. Any obligation of OWNER resulting from CONTRACTOR's errors, omissions or breach of obligation.

12.6 ENFORCEMENT

A. DISPUTE AVOIDANCE AND RESOLUTION.

- i. The parties are fully committed to working with each other and agree to communicate regularly with each other at all times to avoid or minimize disputes. If disputes do arise, the parties each commit to resolving such disputes in an amicable, professional and expeditious manner to avoid unnecessary losses, delays and disruptions to the Scope of Services.
- ii. The parties will first attempt to resolve disputes through discussions between the CONTRACTOR's representative and the OWNER'S representative within fifteen (15) Days from the first occurrence of any such dispute.
- iii. If, within fifteen (15) days from the date of the meeting referenced in subsection ii. above, the parties determine that the dispute cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute to non-binding mediation. The mediation shall be conducted by a mutually acceptable mediator. The Cost of the mediator shall be split equally. The mediation will be governed by and conducted pursuant the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

- B. LITIGATION. Any claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section a above, may be decided by a court with proper jurisdiction. Both parties further agree that Brevard County, Florida; shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

The prevailing party in any final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorney's fees and expenses incurred by the prevailing party, including appellate attorney fees.

- C. DUTY TO CONTINUE PERFORMANCE. Unless provided to the contrary in this contract, CONTRACTOR shall continue to perform the work and the OWNER shall continue to satisfy its payment obligations to CONTRACTOR, pending the final resolution of any dispute between them. Notwithstanding anything contained herein or the Agreement to the contrary, the Parties agree that CONTRACTOR shall not be obligated to continue working under any circumstances if OWNER withholds a payment greater than 5% of the Contract Price from CONTRACTOR and a good faith dispute exists regarding such monies withheld.

ARTICLE XVI

12.7 CLEANING UP. The CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from construction operations, remove from the OWNER'S property and from all public and private property at CONTRACTOR'S own expense, all temporary structures,

rubbish and waste materials resulting from construction operation, and shall leave the site clean and ready for use by the OWNER. If the CONTRACTOR does not maintain the site in a clean orderly manner, the OWNER reserves the right, after a 7-day written notification, to have the debris removed at the CONTRACTOR's expense.

12.8 ASSIGNMENT. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other; nor shall the CONTRACTOR assign any monies due or to become due to him hereunder without the written consent of the OWNER. Any attempt by the CONTRACTOR to assign this contract or any of the monies which may become payable hereunder, in whole or part, without the written consent of the OWNER, shall be ineffective and shall vest no rights in the assignee.

12.9 REMOVAL OF EQUIPMENT. Subject to the terms of Article 11 of the Agreement (Termination), in the case of annulment of this contract before completion, from any cause whatever, the CONTRACTOR, if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER, failing which the OWNER will have the right to remove such equipment and supplies at the expense of the CONTRACTOR, and the OWNER shall have the right to store such equipment and supplies at the CONTRACTOR's expense. Neither the OWNER nor the ENGINEER shall incur any liability to the CONTRACTOR for loss or damage to the supplies and equipment so removed and/or stored.

12.10 USE OF COMPLETED PORTIONS. Subject to the approval of the local governing authorities, the OWNER will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired, but such taking possession and use will not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the CONTRACTOR will be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

12.11 Any claim for damage arising under this contract shall be made in writing to the party liable within ten days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

12.12 LIQUIDATED DAMAGES. Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: if the CONTRACTOR shall neglect or fail reach substantial completion of the Work within the time specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR hereby agrees, as part consideration for awarding the Agreement, to pay the OWNER the sum of One-Hundred Dollars (\$100.00) for each and every calendar day of delay in achieving Substantial Completion of the Work beyond the Contract Time, as such date may be adjusted by Change Order. The CONTRACTOR and OWNER acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

- A. The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, CONTRACTOR affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified by Change Order.
- B. The CONTRACTOR agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.
- C. The CONTRACTOR by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof as of the date of execution of the Agreement. The

OWNER will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the CONTRACTOR serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

- D. The title and risk of loss to the Work shall pass from the CONTRACTOR to the OWNER upon the OWNER'S final acceptance of the Work.
- E. Notwithstanding anything contained herein to the contrary, the Parties agree to the following: (i) CONTRACTOR shall not be liable for liquidated damages if the cause of the delay of Substantial Completion is due to any Excusable Delay described in Article 8 (Delays and Extension of Time); and (ii) the liquidated damages discussed herein shall be the sole and exclusive remedy for any/all delays at the Project (whether at law or in equity) and shall be the full, agreed, and liquidated damages recoverable against the CONTRACTOR by the OWNER (or any other party) for all claims, damages, or remedies relating to timely performance and completion of the Project. All other claims, damages, or other remedies relating to delay in completion, including, but not limited to indirect, special, incidental, punitive, consequential or exemplary damages, are expressly waived by the OWNER.

Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the OWNER'S liability as set forth in Section 768.28, Florida Statutes, or to extend the OWNER'S liability beyond the limits established in said Section; and no claim or award against the OWNER shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

12.13 FLORIDA PUBLIC RECORDS LAW. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Proposers are requested, however, to identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request of proposal become the property of the City of Indian Harbour Beach and will not be returned. Additionally, firms awarded this contract shall specifically:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CURRENTLY CITY CLERK SUE FRANK, MMC, AT 321.773.3181 OR EMAIL: NGOLD@INDIANHARBOURBEACH.GOV, 2055 SOUTH PATRICK DRIVE, INDIAN HARBOUR BEACH, FL 32937 (ATTENTION: RECORDS).

Under Florida Law, this above statement must be included in any executed contract.

12.15 E-VERIFY. Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b) 1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Contract, and the Owner shall have the option of terminating this Agreement at its discretion.

12.16 Notwithstanding any provision to the contrary in the Contract, the provisions of Section 255.071 of the Florida Statutes are applicable and incorporated herein.

12.17 Notwithstanding any provision to the contrary in the Contract, the provisions of Section 255.073 of the Florida Statutes are applicable and incorporated herein.

12.18 SCRUTINIZED COMPANIES CERTIFICATION: In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the Owner shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

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

City of Indian Harbour Beach

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

BY: _____
John W. Coffey, ICMA-CM
City Manager

Gregori Construction, Inc.

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

BY: _____
Brian Curry

Addendum

HUMAN TRAFFICKING ATTESTATION

(a) In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Contractor does not use coercion for labor or services, as such italicized terms are defined in Section 787 .06, Florida Statutes, as may be amended from time to time.

2. If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the Owner and no contracts may be executed, renewed, or extended between the parties.

3. By execution of this Addendum, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the Owner.

Gregori Construction, Inc.

Signature of Witness

BY: _____
Brian Curry

Printed Name of Witness

Signature of Witness

Printed Name of Witness

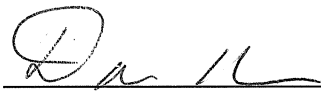
RFP #2025-05 (City Hall Baffle Box Construction Services) Evaluation form

Date:01Dec25

Criteria	Experience, References, and Adherence to RFP Requirements	Start Date and Number of Days of Project	Cost	Total
Maximum Points	300	150	450	900
Company				
BDI Marine Contractors, LLC	215	105	375	695
Gregori Construction, Inc.	285	107	388	780
Jobear Contracting, Inc.	220	93	374	687
Universal Contracting & Construction, Inc.	247	117	355	719
Johnson-Davis Incorporated	205	70	271	546
Loren Jock Trucking, Inc.	250	120	233	603
Cathcart Construction Company – Florida, Inc.	255	115	170	540

Comments:

Aggregate committee ranking



Chairman's Signature



Chairman's Name

RFP #2025-05 (City Hall Baffle Box Construction Services) Evaluation form

Date:01Dec25

Criteria	Experience, References, and Adherence to RFP Requirements	Start Date and Number of Days of Project	Cost	Total
Maximum Points	100	50	150	300
Company				
BDI Marine Contractors, LLC	80	40	145	265
Gregori Construction, Inc.	90	37	140	267
Jobear Contracting, Inc.	80	35	144	259
Universal Contracting & Construction, Inc.	77	42	142	261
Johnson-Davis Incorporated	80	45	137	262
Loren Jock Trucking, Inc.	80	40	137	257
Cathcart Construction Company – Florida, Inc.	80	40	120	240

Comments:

BDI PROS - Low bid. Scheduling was detailed.

BDI-CONS - Relevant References, Project timeline clarity ended up being 87 working days (120 calendar). No baffle box experience listed.

Gregori Construction PROS – A vast level of experience with local baffle box projects. Presented a very detailed plan for the project and has similar project experiences.

Gregori Construction CONS - Project timeline to completion

Jobear Contracting PROS- Previous baffle box experience. Worked with the city before.

Jobear Contracting CONS – Not detailed in the schedule and a lack of certainty on dry install.

Universal Contracting PROS – 50 working days project timeline. County experience. Competitive bid outline.

Universal Contracting CONS – no listed baffle box experience.

Johnson Davis Contracting PROS – Baffle box experience through the state. Provided details on costing and variables.

Johnson Davis Contracting CONS – Could not get a clear project schedule , having procured baffle boxes before but they provided a timeline that they couldn't expand on with details.

Loren Jock Trucking PROS – Very experienced, detailed presentations, provided video footage of other projects in the county.

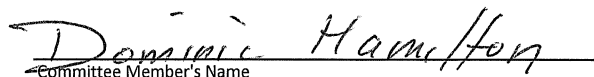
Loren Jock Trucking CONS – 2 projects relevant, one being in the county. Pricing was 2 estimations on the dry (alternate pricing).

Cathcart PROS – Listed several projects, experienced team.

Cathcart CONS – almost three times the cost of the highest bidder. Did not attend committee interviews.



Committee Member's Signature



Committee Member's Name

RFP #2025-05 (City Hall Baffle Box Construction Services) Evaluation form

Date:01Dec25

Criteria	Experience, References, and Adherence to RFP Requirements	Start Date and Number of Days of Project	Cost	Total
Maximum Points	100	50	150	300
Company				
BDI Marine Contractors, LLC	35	30	150	215
Gregori Construction, Inc.	95	25	148	268
Jobear Contracting, Inc.	40	23	130	193
Universal Contracting & Construction, Inc.	70	50	113	233
Johnson-Davis Incorporated	25	0	74	99
Loren Jock Trucking, Inc.	70	50	46	166
Cathcart Construction Company – Florida, Inc.	75	45	0	120

Comments:

BDI Marine Contractors, LLC

Strengths: low bid, detailed schedule, stated bid included installing in the dry if dewatering is needed.

Weaknesses: 120 days (87 working days), no references, did not list other clients' contact information, only 2 years of experience in Brevard County and seven years of experience in Florida, no baffle boxes listed in similar projects in the bid

Gregori Construction, Inc.

Strengths: 21 years of experience in Brevard County, similar projects, very qualified team, presented a phased plan with minimum disruption, done over 50 baffle boxes in Central Florida

Weaknesses: 146 days

Jobear Contracting, Inc.

Strengths: previous baffle box experience, good experience working with the City

Weaknesses: 150 days, no detailed schedule, resumes and licences of key project team members are very thin, stated they hoped to install the baffle box in the dry

Universal Contracting & Construction, Inc.

Strengths: 82 days (50 working days), 25 years of experience in Brevard County, stated bid includes all cost to install the baffle box in the dry

Weaknesses: list of similar projects does not include a baffle box project

Johnson-Davis Incorporated

Strengths: very detailed resumes of experienced project team members, suggested alternates to reduce costs (i.e., reduced bypassing costs), proposal includes cost to install the baffle box in the dry, stated they have done 5 baffle boxes throughout the state in the last two years

Weaknesses: 25 crew days listed, could not provide a proposed project schedule, price, and similar projects listed all outside of Brevard County

Loren Jock Trucking, Inc.

Strengths: 90 days, owns all their equipment, very experienced company, stated his bid includes installing the baffle box in the dry and geo-sonic pre and post surveys

Weaknesses: price (alternate bid), resumes and licenses of key project team members were very summary, did not list the number of years of experience in Brevard County, only provided two similar projects with only one being in Brevard County

Cathcart Construction Company – Florida, Inc.

Strengths: 108 or 112 days, very experienced project team, listed 20 similar projects

Weaknesses: price, only one of the 20 listed similar projects was in Brevard County, did not attend the oral interview


 Committee Member's Signature


 Committee Member's Name

RFP #2025-05 (City Hall Baffle Box Construction Services) Evaluation form

Date: 01Dec25

Criteria	Experience, References, and Adherence to RFP Requirements	Start Date and Number of Days of Project	Cost	Total
Maximum Points	100	50	150	300
Company				
BDI Marine Contractors, LLC	100	35	80	215
Gregori Construction, Inc.	100	45	100	245
Jobear Contracting, Inc.	100	35	100	235
Universal Contracting & Construction, Inc.	100	25	100	225
Johnson-Davis Incorporated	100	25	60	185
Loren Jock Trucking, Inc.	100	30	50	180
Cathcart Construction Company – Florida, Inc.	100	30	50	180

Comments:

- ① CONCERN ABOUT EXISTING SEAWALL - TIE BACKS ISSUE.
- ② ST. JOHN WATER MANAGEMENT PERMIT ISSUE.



Committee Member's Signature



12-01-25

Committee Member's Name

REQUEST FOR BID PROPOSALS (RFP) #2025-05

Construction Services for the City of Indian Harbour Beach City Hall Stormwater Baffle Box Project



Publication Date: October 09, 2025. Due Date: November 14, 2025, at 2:00 P.M.
Proposals will be opened on November 20, 2025, at 11:00 A.M.

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SECTION I

INTRODUCTION

1. The City of Indian Harbour Beach is soliciting sealed qualification packages for construction services from qualified firms for the City of Indian Harbour Beach City Hall Stormwater Baffle Box Project.
 - a. City Hall is located at 2055 South Patrick Drive, Indian Harbour Beach, FL 32937.
 - b. Construction drawings were designed by HR Green (FKA Infrastructure Solution Services, LLC), who will be providing construction administration services to the City during the project.
2. Qualified general contractors interested in responding to this Request for Bid Package may request an electronic copy of non-sealed construction plans and technical specifications from the City Clerk's Office at ngold@indianharbourbeach.gov.
3. Questions concerning this RFP should be directed to Ms. Nikki Gold, Acting City Clerk, at ngold@indianharbourbeach.gov. Questions asked via the telephone or in person will not be answered. **All answers and/or clarifications will be posted on www.indianharbourbeach.gov as addenda (and not on DemandStar).** Any other contact with City staff or elected officials, outside of scheduled mandatory pre-submittal site inspections, will be considered inappropriate and may subject your Bid Proposal Package to disqualification.
4. **Mandatory Pre-Submittal Site Inspection.** N/A
5. **PROPOSAL BID PACKAGES DUE DATE & TIME: Friday, November 14, 2025, at 2:00 p.m.** Proposal Bid Packages shall be mailed or hand-delivered to the Office of the City Clerk, located on the second floor of City Hall. Proposal Bid Packages received after the specified time and date will not be accepted. The City is not responsible for mail delays, late or incorrect deliveries. The time/date written on the package by staff will be the official authority for determining late Bid Proposal Packages.

NOTE: Bid Proposal Packages will not be opened on the same date and time as identified above. The opening of Bid Proposal Packages will be conducted by the Evaluation Committee in public at 11:00 a.m. on Thursday, November 20, 2025. The location of the opening will be the Indian Harbour Beach Council Chamber, located on the first floor of City Hall (subject to change).
6. All Bid Proposal Packages must be executed and submitted in a single sealed package with all supporting documentation in paper format and on a flash drive. The evaluation committee may disqualify Bid Proposal Packages not including all aspects of the requested work.

Bidder/Proposers shall mark Bid Proposal Packages, “**RFP No. 2025-05, Construction Services for the City of Indian Harbour Beach City Hall Baffle Box Project.**” Bidder/Proposer’s name and return address should be clearly identified on the outside of the package.

7. Bid Proposal Packages submitted by facsimile (fax) or electronically via e-mail will NOT be accepted.
8. **Addenda:** No interpretation of the meaning of the specifications, or other contract documents, will be made orally to any Bidder/Proposer. To be given consideration, such requests must be submitted to Ms. Nikki Gold in writing or emailed to ngold@indianharbourbeach.gov no later than November 5, 2025. **All such interpretations and supplemental instructions will be in the form of a written addendum, which, if issued, will be sent to the requesting Bidder/Proposer and placed as an addendum on www.indianharbourbeach.gov (and not on DemandStar).** Failure of any Bidder/Proposer to check for all addenda shall not relieve said Bidder/Proposer from any obligation under her/his Bid Proposal Packages as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Bidder/Proposer reads a specific addendum, it being understood that all Bidder/Proposers are solely responsible for verifying that they have read all addenda prior to submitting their Bid Proposal Packages.

BACKGROUND

9. Based on the updated City Stormwater Master Plan in 2022, the City sought and secured partial State funding to design and construct a baffle box along the Big Muddy Canal next to City Hall to decrease the pollutant loading of the Indian River Lagoon.

Detailed technical evaluations and site investigations were conducted, and did not highlight any considerable issues related to groundwater levels or the underground utility grid.

The City selected Infrastructure Solution Services, LLC to develop construction drawings for the project and to provide construction management services for the project.

SCOPE OF SERVICES

10. The construction plans, as developed by HR Green, shall constitute the scope of services desired by the RFP. Bidder/Proposers can obtain electronic copies from Ms. Nikki Gold, Acting City Clerk, by email (ngold@indianharbourbeach.gov). The successful Bidder/Proposer will be provided signed and sealed plans after both parties execute a contract.

Section II

RFP Timeline

11. The anticipated schedule of activities related to this RFP is as follows:

RFP 2025-05 Construction Services for the City of Indian Harbour Beach
City Hall Stormwater Baffle Box Project

Step	Action	Revised Dates
1	RFP released	Thursday Oct.09, 2025
2	RFP advertisement in the <i>Florida Today</i>	Thursday Oct.09, 2025
3	Last day for questions	Wed., Nov. 05, 2025
4	Sealed proposals submittal deadline	2:00 p.m. Fri.. Nov. 14, 2025
5	Opening of proposals	11:00 a.m. Thurs., Nov. 20, 2025
6	Follow-up evaluation committee meeting (including oral interviews)	10:00 a.m. Mon., Dec. 1, 2025
7	Development of a draft contract	Dec. 2-19, 2025
8	City Council consideration of award of contract	Jan.. 13, 2026 at 7:00 p.m.

Dates are estimated and subject to change at the City's discretion.

Evaluation Process

12. **Evaluation Committee:** An Evaluation Committee, comprised of the City Manager, Management Analyst, and Public Works Director, shall review all responses to the RFP. The Evaluation Committee meetings are subject to Florida's Sunshine Law; and therefore, public notice of the meeting of the committee will be posted on the City's website and bulletin board at the front of City Hall. Evaluation Committee members shall not discuss with other voting committee members any aspect of the Bid Proposal Packages received except during public meetings.
13. **Oral Interviews:** The Evaluation Committee will conduct oral interviews with one or more of the Bidders/Proposers. Such interviews will be open to the public. Each Bidder/Proposer invited to attend will be allocated the same amount of time, divided among three sequential parts: formal presentation, questions and answers, and discussion by the Evaluation Committee.
14. **Scoring of Bid Proposal Packages:** Bid Proposal Packages shall include all the information solicited in this RFP and any additional data that the Bidder/Proposer deems pertinent to the understanding and evaluation of the Bid Proposal Packages. Bidders/Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally, since oral presentations may

not be solicited. Each Bid Proposal Package will be ranked based on the criteria listed within Section II of this document.

A numerical-based scoring system shall be applied to the established criteria throughout the evaluation process. A score of 0 is the least favorable, and a score of 10 is the most favorable in all sections. Members of the Evaluation Committee may use one decimal place in the rankings.

15. The Bidder/Proposers' response will be scored individually by Evaluation Committee members in accordance with the evaluation criteria listed in Section 17.:

The individual rankings will then be aggregated for the final rankings of the Bid Proposal Packages.

Waiver of Irregularities

16. The Evaluation Committee shall have the authority to waive irregularities in the sealed Bid Proposal Packages.

Criteria

17. Bid Proposal Packages shall be evaluated based on the following information. Bidder/Proposers are encouraged to use Exhibit A of this RFP as part of their submittal, or they may provide the information in a different format. The RFP committee may disqualify Bid Proposal Packages lacking all desired information.

a) Experience, References, and Adherence to RFP Requirements: (maximum 100 points)

- 1) Bidder/Proposer's key employees/project team members, their qualifications/resumes/licenses, and their role in the project
- 2) Number of years' Bidder/Proposer has worked in Brevard County and in Florida
- 3) A listing of subcontractors (name and address) who will work on the project
- 4) A listing of comparable client references that are applicable to the scope of work outlined in this RFP (i.e., client name, address, telephone number, contact person, description, size of the project, and contract amount)
- 5) If Bidder/Proposer is currently, or has previously provided services for the City, please provide an itemized list of these projects.
- 6) The extent the Bidder/Proposer submitted all the requested information.

b) Start Date and Number of Days of Project (maximum 50 points)

- 1) Due to the time constraints of the funding source of this project, as early a construction start date as possible is desired.

- 2) Preference will be given to the Bid Proposal Package with the earliest start dates and the shortest number of days of work.
- 3) A concise schedule of the project will be viewed favorable as opposed to a schedule of work not being included.

c) Cost Bid Proposal Package: (maximum 150 points)

- 1) Cost Bid Proposal Package shall be detailed by type of work with unit costs, amount of and brand name of materials to be used. A Bid Proposal Form (see Exhibit A for sample) should be submitted with the Bid Proposal Package as the primary means of listing unit costs, the amount of, and the brand name of materials to be used. An alternate form may be used if similar information is contained therein. Bidder/Proposers may submit an additional cost summary document, but Bidder/Proposers not submitting a detailed Bid Proposal Form, or a similarly detailed cost bid proposal, may be disqualified.
- 2) Warranty information shall be included under the “comments” sections where appropriate.
- 3) Bidder/Proposers are encouraged to submit optional cost reductions, but they shall not be included in the overall cost Bid Proposal Package. Proposed cost reductions should be listed after the total price as Options #1, #2, etc.

Standard Terms & Conditions and Insurance Requirements

18. **Performance bond required.** Bidder/Proposers shall include the cost of a performance bond in their detailed cost estimate.
19. **Award:** The City reserves the right to hold all Bid Proposal Packages for a period not to exceed sixty (60) days after the date of opening stated in the RFP documents. The City reserves the right to award the contract to the Bidder/Proposer that, in the City’s sole discretion, is the most responsive and responsible Bidder/Proposer. The City reserves the right, as an aid in determining which Bidder/Proposer is responsible, to require a Bidder/Proposer to submit such additional evidence of Bidder/Proposer’s qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the City and others. The City Council shall be the final authority in the selection of any and all Bid Proposal Packages.
20. **Contractual Agreement:** All terms and conditions of the successful Bid Proposal Package shall be included and incorporated in a Standard Agreement. The order of contract precedence shall be the Agreement, then construction drawings, and then the contractor’s Bid Proposal. Any and all legal action necessary to enforce the Agreement will be held in Brevard County, and the Agreement will be interpreted according to the laws of Florida.

21. **Bonds.** A 100% performance bond and a 100% payment bond will be required.
22. **Liquidated Damages.** The City intends to include a liquidated damages clause in the contractual agreement for this project.
23. **Understanding of Specifications:** The submission of a Bid Proposal Package shall constitute an incontrovertible representation by the Bidder/Proposer that the Bid Proposal Package is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the requested services.
24. **Variances:** The Bidder/Proposer shall be responsible for reading very carefully and understanding completely the requirements and the specifications construction plans. For purposes of Bid Proposal Package evaluation, Bidder/Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Bid Proposal Package, the City shall construe the Bid Proposal Package to fully comply with the specifications, terms, and conditions as given herein.
25. **Funding:** The City has identified funding for this project, which is time sensitive. Completion of the project must be accomplished in a timely manner. The obligations of the City to make a Bid Proposal Package award and execute a Contract under the terms of this Request for Bid Proposal Packages are contingent upon having sufficient funds appropriated for this purpose. Should sufficient funds not be available for this purpose, the City, at its sole discretion, shall have the right to reject all Bid Proposal Packages.
26. **Additional Terms and Conditions:** The terms and conditions in this Bid Proposal Package solicitation are the only conditions applicable to the Bid Proposal Package and the Bidder/Proposer's authorized signature affixed to the Bid Proposal Package Summary form (Exhibit A) or elsewhere in the Bid Proposal Package attests to this.
27. **Certification:** When applicable, the successful Bidder/Proposer must hold a Certificate of Competency issued by the State of Florida or Brevard County Contractor Licensing and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Bid Proposal Package and must be in the name of the contractor shown on the Bid Proposal Package page.
28. **Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid Proposal Package on a contract to provide goods or services to a public entity, may not submit a Bid Proposal Package on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Proposal Packages on leases or real property to a public entity, may not award or perform work as a contractor, supplier, and may not transact business with any public entity.

29. Legal Requirements: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Proposal Package on a contract to provide any goods or services to a public entity, may not submit a Bid Proposal Package on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

30. FLORIDA PUBLIC RECORDS LAW: In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Bidder/Proposers should be aware that the Bid Proposal Package and the responses thereto are in the public domain and are available for public inspection. Bidder/Proposers are requested, however, to identify specifically any information contained in their Bid Proposal Package which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request for a Bid Proposal Package become the property of the City of Indian Harbour Beach and will not be returned. Additionally, firms awarded this contract shall specifically:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CURRENTLY CITY CLERK SUE FRANK, MMC), AT 321.773.3181 OR EMAIL: NGOLD@INDIANHARBOURBEACH.GOV, 2055 SOUTH PATRICK DRIVE, INDIAN HARBOUR BEACH, FL. 32937 (ATTENTION: RECORDS).

Under Florida Law, the above statement must be included in any executed contract.

31. **PATENT INDEMNITY:** Except as otherwise provided, the successful Bidder/Proposer agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.
32. Further, the successful Bidder/Proposer shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the Bidder/Proposer uses any design, device, or materials covered by letters, patents, or copyrights, it is mutually agreed and understood without exception that the bid price shall include all royalties or costs arising from the use of such design, device, or materials.
33. **Conflict of Interest/Non-Collusion:** The Bidder/Proposer declares by submission of a Bid Proposal Package that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Indian Harbour Beach. Neither the Bidder/Proposer nor the named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project.

The Bidder/Proposer declares by submission of a qualification package that no City Council member, other City Official, or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Bidder/Proposer declares by submission of a qualification package that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, the Bidder/Proposer agrees to notify the City in writing immediately.

The Bidder/Proposer further declares by submission of a qualification package that a careful examination of the scope of services, instructions, and terms and conditions of this bid has occurred, and that the bid is made according to the provisions of the RFP and construction plans, and will meet or exceed the scope of services, requirements, and standards contained in the RFP and construction plans.

34. INSURANCE REQUIREMENTS

Certificates of Insurance: Certificates of insurance evidencing the Insurance coverage specified in this section shall be provided to the City before operations begin. The required certificates of insurance shall name the types of policies provided. If the initial insurance expires prior to the completion of the work, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration. All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

The successful Bidder/Proposer shall be required to provide evidence of General (Public & Property) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Indian Harbour Beach and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below, with deductible amounts satisfactory to the City. The successful Bidder/Proposer shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the successful Bidder/Proposer allow any sub-contractor to commence work on a sub-contract until all similar insurance required of the sub-contractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida, which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

- a. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor and/or sub-contractor providing such insurance.

- b. **Workers' Compensation Insurance:** The contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the contractor's employees connected with the work of this project and, in the event any work is sublet, the contractor shall require the sub-consultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the contractor's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Indian Harbour Beach.
- c. **Contractor's Public Liability and Property Damage Insurance:** The contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Indian Harbour Beach as an additional insured, and shall protect the contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the contractor or by anyone directly or indirectly employed by the contractor, and the amounts of such insurance shall be the minimum limits as follows:
- d. **Automobile Bodily Injury Liability & Property Damage Liability**
- \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The City of Indian Harbour Beach
- e. **Comprehensive General Liability (Occurrence Form)** - This policy should name the City of Indian Harbour Beach as an additional insured and should indicate that the insurance of the contractor is primary and non-contributory.
- \$2,000,000 GENERAL AGGREGATE
 - \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
 - \$1,000,000 PER OCCURRENCE
 - \$1,000,000 PERSONAL & ADVERTISING INJURY
 - Include Waiver of Subrogation in favor of the City of Indian Harbour Beach
- f. **Sub-contractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance:** The contractor shall require each sub-contractor to procure and maintain during the life of the sub-contract, insurance of the type specified above or insure the activities of these sub-contractors in the contractor's policy, as specified above.
- g. **Certificates of Insurance:** Certificate of Insurance Form, naming the City of Indian Harbour Beach as an additional insured, will be furnished by the contractor upon notice of award.

These shall be completed by the authorized Resident Agent and returned to the City Clerk. This certificate shall be dated and show:

- The name of the insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days' written notice of cancellation for non-payment of premium.

35. The contractor and subcontractors for this RFP shall use **E-Verify** to verify the employment of new employees employed by the contractor during the contract term to perform employment duties in Florida. The same requirements apply to subcontractors hired by the contractor and/or subcontractor to perform work pursuant to the contract.

Section III

Required Bid Proposal Package Content

36. Bid Proposal Packages shall be organized in the following format and include the following content:

a) Cover Letter

b) Qualifications and Management Approach

- 1) List of Bidder/Proposer's key employees/project team members, their qualifications/resumes/licenses, and their role in the project.
- 2) Number of years' Bidder/Proposer has worked in Brevard County and in Florida.
- 3) List Bidder/Proposer's sub-contractors, their qualifications, and their role in the project.
- 4) Current and projected workload of the Bidder/Proposer, provide project and client names and project commencement and completion dates, and dollar value of the projects.
- 5) Project Approach: Briefly describe the Bidder/Proposer's understanding of the project and how the Bidder/Proposer would accomplish this project.

c) Similar Project Experience

A brief description of examples of similar services that the Bidder/Proposer provided in the last five (5) years. Include the following information with each project description:

- 1) Description of project
- 2) Client's name, phone number, and address
- 3) Total value
- 4) Project start and completion dates

- d) Start date and number of days of the project.
 - 1) Bidder/Proposers are encouraged to provide a concise project schedule to demonstrate that the proposed timeframe is realistic.
 - 2) Bidder/Proposers should provide a start and completion date along with the number of workdays excluding weekends and holidays.
- e) Cost Bid Proposal
 - 1) Bidder/Proposers shall use the Exhibit A – Bid Proposal Form or a similar document to illustrate unit costs, amounts, brands, etc., or other similarly detailed form.
 - 2) Recommended cost reductions may be listed separately as “options.”
- f) **Acknowledgement of understanding all Addenda (as posted on www.indianharbourbeach.gov) and that said requirements are a part of the Bidders/Proposers submittal.**
- g) Litigation History

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder/Proposer in the past five (5) years which is related to the services that the Bidder/Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

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3067 US-1
Mims, FL 32754
321-567-4010 (P) • 321-225-4734 (F)
CGC1512990 • CUC1224399



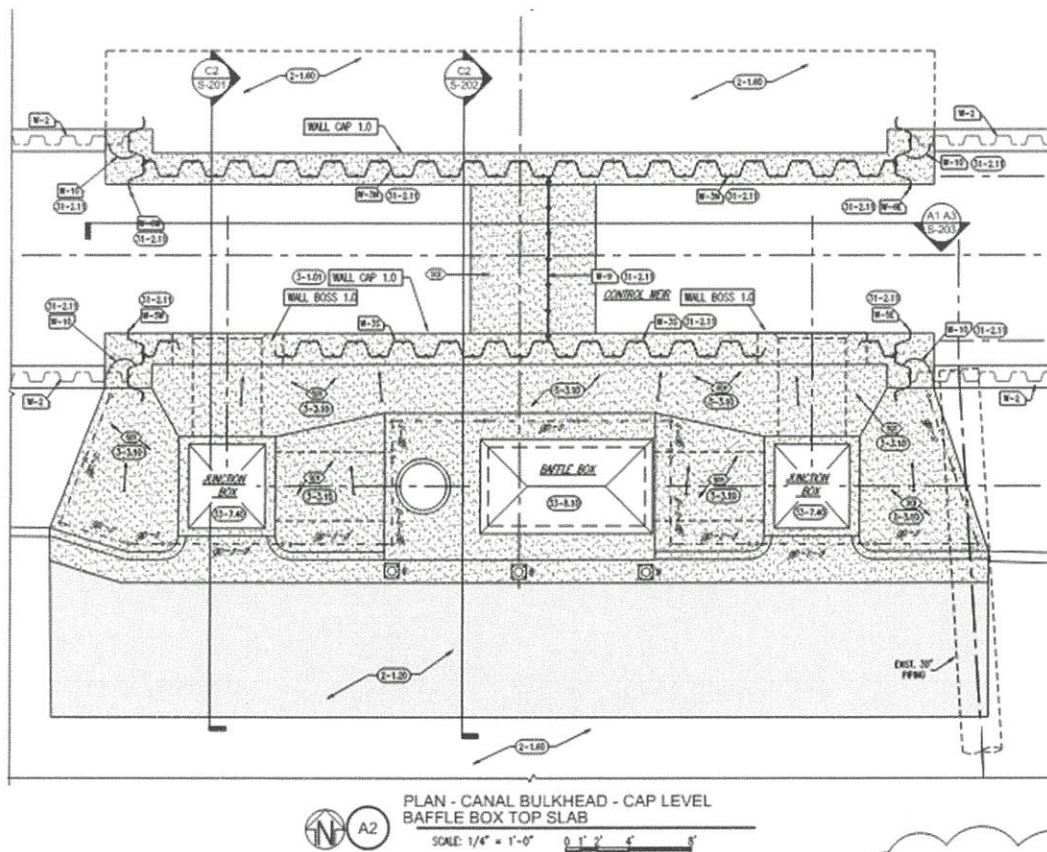
Construction Bid Proposal

Project Title: City of Indian Harbour Beach - City Hall Stormwater Baffle Box Project

Project Location: Harbour Beach, FL

Proposal Number: RFQ 2025-05

Date: November 14th, 2025



Prepared By: Gregori Construction Inc.

Contact: Seth Horwat, PE

shorwat@gregori-inc.com

A) Experience, References, and Adherence to RFP Requirements:

1) Project Team/ Licenses

- Gregori Construction Inc. General Contractor License (Attachment No. 1)
- Gregori Construction Inc. Underground Contractor's License (Attachment No. 2)
- Seth Horwat, PE – Project Manager (Resume – Attachment No. 3)
- Nathan Ferraro – General Superintendent (Resume – Attachment No. 4)
- Lance Shreffler, PE – President (Resume – Attachment No. 5)
- Richard Gregori, PE – Owner (Resume – Attachment No. 6)

2) Gregori Construction Inc. has worked in Brevard County and in Florida for 21 years.

3) Project Subcontractors – All work will be performed inhouse by Gregori Construction Inc. except for the below subcontractors:

- Surveying – Briel & Associates Land Surveyors, Inc. 1790 Hwy A1A Suite 208 Satellite Beach, Florida 32937
- Aluminum Railing – Delamere Industries Inc. 19370 Oliver St, Brooksville, FL 34601

4) Client/ Project References (Attachment No. 7)

B) Start Date and Number of Days of Project

- 1) Anticipated Start Date: February – March (Submittals & Material Lead Time)
Physical Construction Starting in Mid-March
- 2) Anticipated Completion Date: September/ October 2026
- 3) Complete Project Schedule (Attachment No. 8)

****Note: The schedule was based on the City Council Consideration of Award of Contract Date (January, 13th 2026) with contract award coming within two weeks. If this date is moved forward or backward, the schedule will be adjusted accordingly.*

****Preliminary submittal review time frames were used. Depending on submittal review time frame, the schedule will be adjusted accordingly.*

***Schedule does not include any lost days due to weather.*

C) Gregori Construction Means & Methods

See Gregori Construction's means & methods (Attachment No. 9). GCI's means & methods were developed to utilize the proposed baffle box to bypass the canal flow around the weir area and limit the amount of time that the flow in the canal would be disrupted. The amount of time needed to construct the weir is around 2 weeks +/- . This is the only amount of time that the canal flow will be disrupted. GCI would take into account incoming weather before installation of the permanent weir. GCI will not install the bold & gold media until the bypass operation is completed. Prior to media installation, any debris in the box would be removed.

1) Phase 1 – Install Permanent Wall Sheet Pile

2) Phase 2 – Install Temporary Cofferdam

- RCP, Junction Boxes & Baffle Box Installed

**Temporary cofferdam will extend around pipe penetrations (no temporary dams needed. Flow will not be restricted in canal.

3) Phase 3 – Install Temporary Diversion Dams

**Temporary diversion dams will direct flow through the pipe, junction boxes and baffle box and to the other side of the canal.

4) Phase 4 – Install Permanent Weir

3067 US-1
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321-567-4010 (P) • 321-225-4734 (F)
CGC1512990 • CUC1224399



D) Cost Bid Proposal Package

- 1) Cost Bid Proposal – Exhibit A (Attachment No. 10)
- 2) Bid Bond (Attachment No. 11)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



GREGORI, ANDREW M

GREGORI CONSTRUCTION INC
3067 US HIGHWAY 1
MIMS FL 32754

LICENSE NUMBER: CGC1512990

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/26/2024

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ATTACHMENT NO. 2



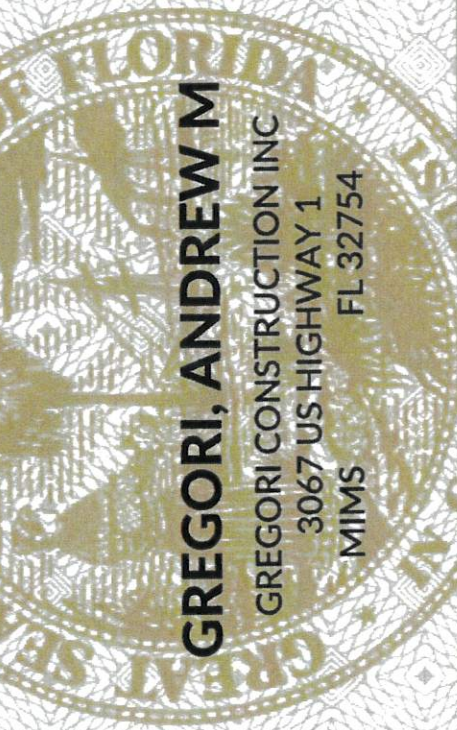
Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



GREGORI, ANDREW M
GREGORI CONSTRUCTION INC
3067 US HIGHWAY 1
MIMS FL 32754

LICENSE NUMBER: CUC1224399

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ISSUED: 06/26/2024

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Seth Horwat, PE

Education

University of Detroit Mercy

- Bachelor's Civil Engineering 2013-2017
- Master's Civil Engineering 2017-2018

Professional

- State of Pennsylvania Professional Engineer License, License No. PE093051
- State of Florida Professional Engineer License, License No. 95450
- State of Michigan Professional Engineer License, License No. 6201309894
- State of Ohio Professional Engineer License, License No. E-88290
- State of West Virginia Professional Engineer License, License No. 25516
- Member of ASCE: American Society of Civil Engineers

Experience

Gregori Construction Inc., Sarver, PA

January 2024 – Present

Senior Project Manager

Duties:

- Manage all project management operations for the Pennsylvania office.
 - Oversee all project managers and assistant project managers for the PA office.
 - Responsible for developing the summer internship program and overseeing all interns.
- Project management of Gregori Construction projects up to \$40M.
- In-house design, including:
 - Excavation shoring systems (including sheet- and soldier-pile walls)
 - Scaffolding and work platforms
 - Personnel safety systems
 - Concrete formwork
 - Temporary bridge structures & bridge support structures
 - Foundations
- Implementation and maintenance of cost accounting and job costing systems.
- Maintain master project schedule.
- Review of project plans and specifications with project managers and superintendents/ foremen to assure compliance during construction.
- Cost Estimator on various heavy highway, railway, utility & municipality projects.
- Tasked with teaching newly hired estimators on proper bidding procedures.
- Maintenance of all project schedules for the Pennsylvania Office.

Gregori Construction Inc., Sarver, PA

May 2018 – December 2023

Project Manager, Superintendent, Estimator, QC Manager, Engineer

Duties:

- Project Manager on various USACE, NSRR, AMTRAK, DLC, City, County & State Projects up to \$35M.
- Superintendent on various USACE, DOE, & NSRR Projects.
- Quality Control Manager on various USACE Projects.
- Cost Estimator on Various Heavy Highway, Railway, Utility & Municipality Projects.
- In-house design, including:
 - Excavation shoring systems (including sheet- and soldier-pile walls)
 - Scaffolding and work platforms
 - Personnel safety systems
 - Concrete formwork
 - Temporary bridge structures & bridge support structures
 - Foundations

Seth Horwat
536 Sawmill Run Road Butler, PA 16001

horwatse@gmail.com

(724) 504 - 8868

Testing Engineers and Consultants Inc., Troy, MI
Soil Boring Driller/ Lab Technician

September 2017 – April 2018

Duties:

- Performed standard penetration tests and classification of test boring logs in the field.
- Performed a variety of tests on soil samples in the laboratory to determine their properties.

Gregori Construction Inc., Sarver, PA
Project Management Internship

May 2017 – August 2017

Duties:

- Review of project plans and specifications with inspectors and superintendents/foremen to assure compliance during construction.
- Worked with project managers to manage all phases of project documentation (permits, licenses, submittals, RFIs, work plans and change orders.)
- Worked with project managers on managing purchase of major materials, subcontractors, and equipment rentals.

Brayman Construction Corp., Saxonburg, PA
Heavy Civil Internship X2

May 2016 – August 2016

May 2015 – August 2015

Duties:

- Assisted with the Construction Surveying of the Hulton Bridge in Oakmont, PA.
- On site Project Engineer at the Culmerville Truss-Bridge Replacement Project performing cost justifications, force accounts, take-off for extra work items, kept track of quantities and submittals to PennDOT, worked with subcontractors, managed materials and assisted with surveying.

Pennsylvania Department of Transportation, Indiana, PA
Engineering Internship

May 2014 – August 2014

Duties:

- Inspected the construction of three new bridges, an emergency repair bridge and highway joint replacement.

University of Detroit Learning Center
Tutor

August 2015 – April 2018

Duties:

- Mathematics and Engineering Tutoring.

Formal Safety Training

- OSHA 10 Course
- Norfolk Southern FRA Roadway Worker Safety Training

Technical Skills

- Primavera P6
- Microsoft Project – Scheduling Software
- Bluebeam
- HCSS HeavyBid – Estimating Software
- HCSS HeavyJob – Project Management Software
- Foundation – Accounting Software
- AutoCAD
- Microsoft Office Suite (Excel, Word, PowerPoint, etc.)
- AGTEK – Earthwork Estimating Software
- SupportIT – Foundation Design Software

Seth Horwat
536 Sawmill Run Road Butler, PA 16001

horwatse@gmail.com

(724) 504 - 8868

Nathan Ferraro

Professional

- ATSSA Advanced Work Zone Traffic Control Certified
- Qualified Stormwater Management Inspector
- OSHA 10 Hour Certified

Experience

Gregori Construction Inc., Sarver PA

July 2016 – Present

General Superintendent (Mims, FL Division)

Duties:

- Oversight and training of asphalt paving operations (FDOT and non-FDOT)
- Complete field management of construction projects of varying size and scope
- Planning and inspection of work to ensure that workmanship conforms to specifications.
- Coordination and scheduling of field personnel, equipment, and materials for entire project
- Ensuring that Company safety and EEO programs are enforced on the project and that records are in order pertaining to OSHA and relevant EEO agencies.
- Thoroughly understanding project plans, specifications, contract requirements, and Owner's goals and constructing each project in accordance with these.
- Plan project work in advance, regularly reviewing project requirements with the Project Manager and the Owner.
- Continually investigating and recommending changes in methods, materials and sequencing during construction.
- Construction of projects requiring deep excavation and excavation support.
- Maintain daily logs of jobsite activities.
- Operation of grading and excavation equipment for roadway & drainage excavation and grading

Hubbard Construction Company, Winter Park FL

December 2015 – July 2016

Superintendent

Duties:

- Management of field crews of up to 25 workers on roadway and drainage construction projects
- Management of asphalt paving crews (FDOT and non-FDOT paving operations)
- Management of material and subcontractor procurement
- Oversight of all facets of project safety, including deep excavation support, fall protection, equipment safety, and safety training for construction personnel.
- Assurance that all construction activities were completed in accordance with owner's specifications.
- Supervision of setup, maintenance and removal of MOT signage and equipment

Foreman / Operator

April 2009 – December 2015

Duties:

- Operation of asphalt paving equipment (FDOT and non-FDOT paving operations)
- Evaluation and inspection of grading and excavation equipment to ensure that proper equipment is used.
- Operation of grading and excavation equipment for roadway & drainage excavation and grading
- Operation of grading equipment for roadway base installation, rough grading, and fine grading
- Management of grading and excavation crews, including checking grades and overseeing compliance testing
- Inspection of work to ensure that workmanship conforms to specifications
- Using instruments such as lasers, grade rods, pipe lasers, etc. to set appropriate grades for pipe installation

Lance E. Shreffler, P.E.

Education

University of Pittsburgh

- B.S Civil & Environmental Engineering, University of Pittsburgh – 1994
- M.S., Civil Engineering (PM & Geotechnical), University of Pittsburgh - 2001

Experience

Gregori Construction Inc., Sarver PA

September 2020 – Present

President

Duties:

- Oversight of complete operations of Gregori Construction Inc. including:
 - Human resources
 - Administration
 - Financial performance of multiple offices
 - Estimating
 - Project management
 - Field management

Keller North America, Inc., Delmont PA

January 2020 – September 2020

Vice President

Duties:

- Continued to perform Vice President duties shown below.
- Managed office personnel and project estimating/operations for the transition from McKinney Drilling Co., LLC to Keller North America, Inc.
- Notable project involvement (1/2 half of 2020) include the Alcosan North End Expansion, WVDOH Corridor Hslip repair, Flats on Forward site development, Century Mining Longview Raw Plant facility, Cherry Valley
- Development project, CCAC Workforce Development & Training Center, The Buncher Company Bldg. #91, Duquesne Light Transmission Line Universal-Plum project.
- Continued to serve on the InSite development and implementation committee

McKinny Drilling Company LLC., Delmont PA

April 2016 – January 2020

Vice President

- Oversee the total management and operations of four (4) Northeast Region offices (Cleveland, Philadelphia, Pittsburgh and Charleston, WV) totaling \$24.4M in sales in 2017 and \$27.8M in 2016. Territory covers 17 states/commonwealths.
- Direct management of the Pittsburgh District area office.
- Managed 3 District (area) Managers, 10 Estimators/PM's, 7 Admins, 10 Superintendents and 100+ Field Personnel at the peak of operations.
- Chairman and Developer of the McKinney Risk Management (RM) Program. Included managing policy updates.
- Performed High Level Bid Reviews meeting minimum standard RM threshold values.
- Served as McKinney's representative on the Keller NA Engineering Summit team.
- Served as one of two North American representatives (Leaders) on the Keller Bored Pile Global Product Team
- (GPT), specializing in large diameter drilled shaft construction of all types.
- Served as McKinney's Business Development Representative. Has performed multiple 'Lunch and Learns' and company presentations from Operations, to Means & Methods and Estimating/Project Management.
- Responsible for all Northeast Regional personnel/salary reviews, financial reviews/reporting, hires, layoffs, capital expenditures, executive/operations meetings, and shop operations.
- Managed all of MDC's Equipment Watch (Bluebook) costing program.
- Served on the InSite Development and implementation committee

RICHARD C. GREGORI, P.E.

EDUCATION

1971 **University of Pittsburgh School of Engineering** **Pittsburgh, PA**
B.S. Civil Engineering
Registered Professional Engineer #23236-3 (PA)

WORK EXPERIENCE

1988 - Present **Gregori Construction and Engineering, Inc.** **Sarver, PA**
Owner/President

Responsible for:

- Engineering and construction consultant
- Estimating construction projects of various size and scope (\$1000 - \$15,000,000)
- Acquiring and training field and office personnel
- Customer and inspection agency relations
- Company-wide procedure and system development
- Independent construction company working with various local, county, state, and federal agencies

1999 - 2002 **Buffalo Township, PA** **Sarver, PA**
Township Engineer

Responsible for:

- Overseeing of inspection on all township roadway projects
- Review and approve/disapprove all proposed development drawings within Buffalo Township
- Consultant to potential residential and commercial developers concerning Buffalo Township building ordinances

1987 - 1988 **Anjo Construction Company** **Pittsburgh, PA**
Project Manager/Project Superintendent

Responsible for:

- Project management/superintendent - \$15 M Roadway Construction Project , Pittsburgh PA

1974 - 1988 **John F. Casey Company** **Pittsburgh, PA**
Project Manager/Project Superintendent

Responsible for:

- Project management/superintendence of various projects up to \$25,000,000
- Design of concrete formwork, trench shoring, steel supports, etc.
- Plan and specification interpretation

ATTACHMENT NO. 7

Similar Project Experience

1. THS Basin Baffle Box

Installation of an offline system treatment of Titusville High School (THS) Basin to include: Installation of type 2 baffle box with "Bold Gold" media of nutrient removal to maximize efficiency; removal of existing grate inlets & a portion of the existing box culvert; replace with new drainage boxes, install new 36" RPC pipes & inlets tops.

Client:

City of Titusville

Contact:

Sandra Reller

555 South Washington Ave, Titusville, FL 32796

321-567-3861

Sandra.reller@titusville.com

Value:

\$332,800.00

Project Start and Completion:

June 2021- October 2021

2. Harbor City Baffle Box

Installation of second generation baffle box, driveway, dumpster enclosure & restoration of existing site.

Client:

City of Melbourne

Contact:

Dani Straub

900 Strawbridge Ave Melbourne, FL 32901

321-608-7304

dani.straub@mlbfl.org

Value:

\$1,161,000.00

Start and Completion Date:

June 2023-January 2024

3. Turkey Creek Baffle Box

Supply and install of 5 new baffle boxes with storm sewer pipe and manhole installation to improve storm drainage upstream and downstream of baffle boxes.

Client:

City of Palm Bay

Contact:

Hector Franco Engineer III

120 Malabar Rd SE Palm Bay, FL 32907

321-952-3400 Ext6259

hector.franco@palmbayflorida.org

Value:

\$1,305,115.00

Project Start and Completion:

September 2023- January 2024

4. Trush Drive Baffle Box

Baffle box install, steel sheet pile shoring, dewatering, bypass.

Client:

City of Melbourne

Contact:

David S. Wilkison, PE

900 Strawbridge Ave Melbourne, FL 32901

321-608-7300

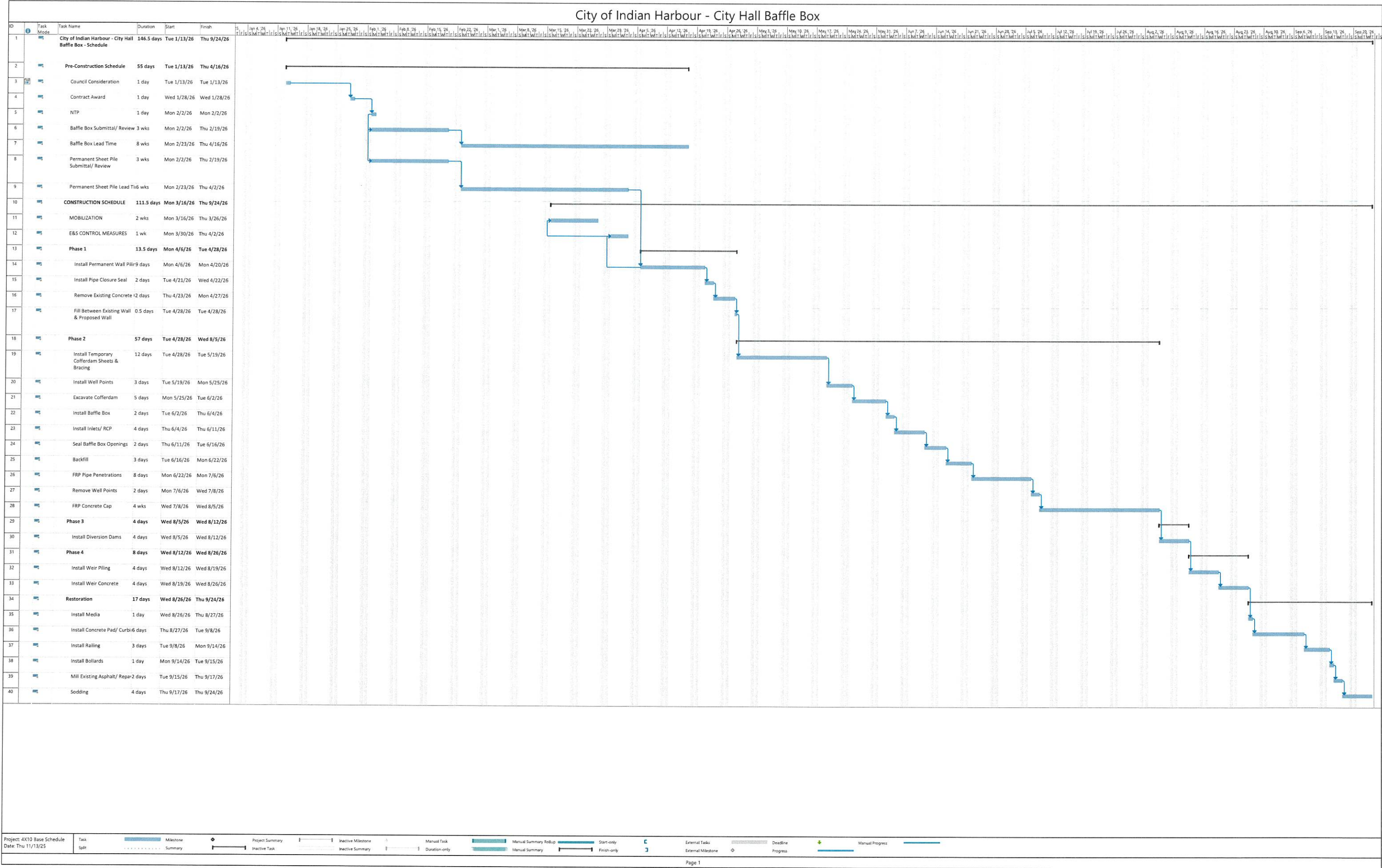
Value:

\$604,647.08

Current and Projected Workload

Project	Client	Commencement & Completion	Amount
CCSFS EPF PAES	GC: CMS Corp Owner: Cape Canaveral Space Force Center	12/2023-12/2025	\$455,499.00
Evans Rd Culvert	Owner: Brevard County Public Works	4/2025-11/2025	\$1,184,869.00
Ivey- George King Blvd	GC: Ivey's Construction Inc. Owner: Canaveral Port Authority	9/2025-2/2026	\$74,111.00
BCF Ruby St. Stormwater Improvement	GC: Heard Construction Inc. Owner: Brevard Conty Facilities	1/2026-5/2026	\$560,575.00
Atlantic Street	GC: Batia Construction Co Owner: Jim Taylor Corporation	10/2025-12/2025	\$638,000.00
Lift Station 42 Melbourne	Owner: City of Melbourne	11/2025-6/2026	\$697,525.00
New Smyrna Beach 27 th Ave	Owner: City of New Smyrna Beach	11/2025-3/2026	\$590,530.00
Csenge Residential seawall	Owner: John Scenge	11/2025-4/2026	\$147,000.00
Relocate Weather Ops	GC: CCI Utility & Construction Services Owner: 45 CONS LGCAA USAF	1/2026-12/2026	\$1,077,407.00
Tri-Con/Paragrass Place	GC: Tricon Development of Brevard Inc Owner: Paragrass Place LLC	10/2025-11/2025	\$214,660.00
Playalinda Beach Platform	GC: CORE Engineering & Construction	1/2026-6/2026	\$251,389.00
KSCVC Welcome Center Demo	GC: The Whiting-Turner Contracting Co. Owner: Delaware North Companies	10/2025-4/2026	\$158,000.00
Seminole County Pump Stations	Owner: Seminole County	3/2026/12/2026	\$2,700,000.00

ATTACHMENT NO.8

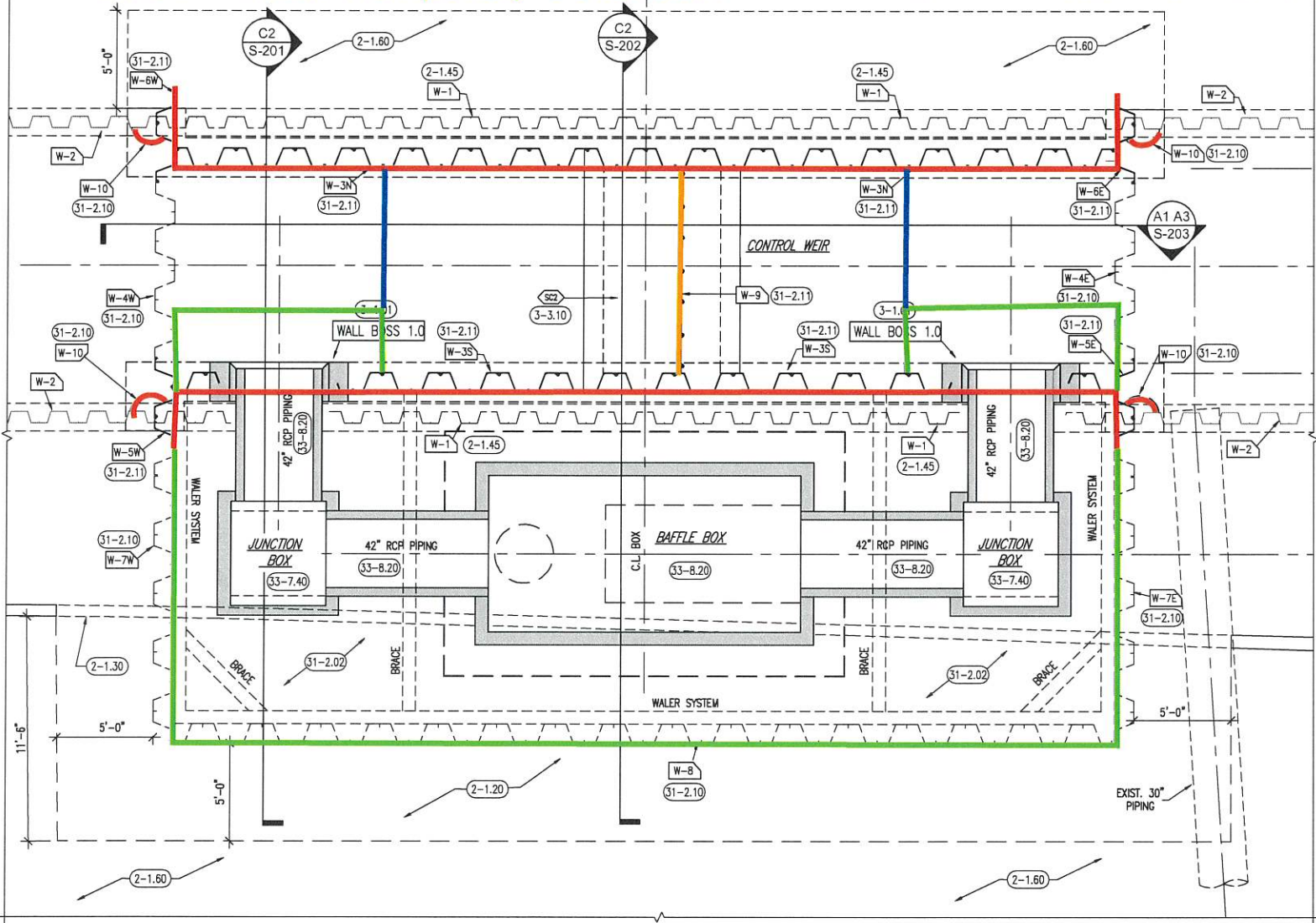


Phase 1 - Install Permanent Wall Sheet Pile

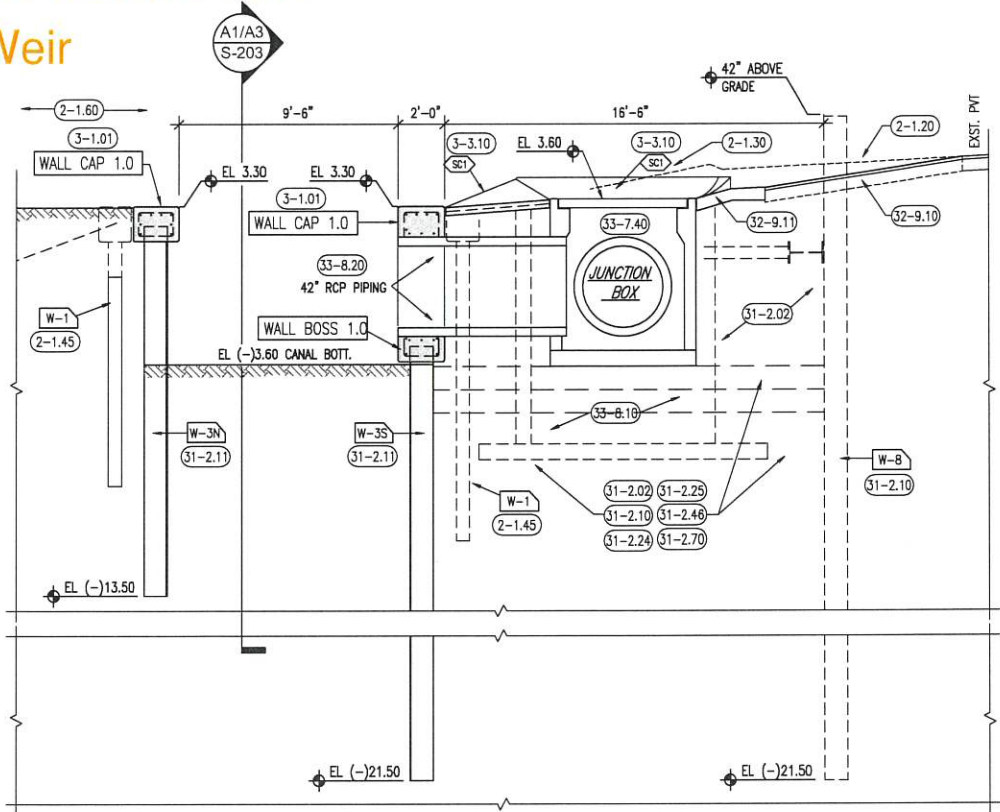
Phase 3 - Install Temporary Diversion Dams

Phase 2 - Install Temporary Cofferdam

Phase 4 - Install Permanent Weir



PLAN - CANAL BULKHEAD
BAFFLE BOX SHEETING
SCALE: 1/4" = 1'-0"



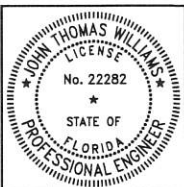
SECTION - CANAL BULKHEAD
BYPASS PIPING STRUCTURE
SCALE: 1/4" = 1'-0"

BULKHEAD WALL SCHEDULE									
MARK	WALL TYPE	TOP ELEV.	TIP ELEV.	SHEET LENGTH	WALL RUN	PAIRS	SINGLES	COATED	NOTES
W-1	EXIST. FRP/VINYL BULKHEAD, DEMO	EL. 3.0	UNKNOWN	UNKNOWN	PER PLAN	---	---	---	---
W-2	EXIST. FRP/VINYL BULKHEAD, REMAINS	EL. 3.0	UNKNOWN	UNKNOWN	PER PLAN	---	---	---	---
W-3S	NEW PZ 27 STEEL SHEETPILE, PERMANENT	EL. 2.50	EL. (-)21.50	24.00'	48.00'	16	32	EA. FACE	SEAL
W-3N	NEW PZ 27 STEEL SHEETPILE, PERMANENT	EL. 2.50	EL. (-)13.50	16.00'	48.00'	16	32	EA. FACE	SEAL
W-4E	NEW PZ 27 STEEL SHEETPILE, TEMPORARY	EL. 2.50	EL. (-)13.50	16.00'	9.00'	3	6	---	NO SEAL
W-4W	NEW PZ 27 STEEL SHEETPILE, TEMPORARY	EL. 2.50	EL. (-)13.50	16.00'	9.00'	3	6	---	NO SEAL
W-5E	NEW PZ 27 STEEL SHEETPILE, PERMANENT	EL. 2.50	EL. (-)21.50	24.00'	4.50'	1.5	3	EA. FACE	SEAL
W-5W	NEW PZ 27 STEEL SHEETPILE, PERMANENT	EL. 2.50	EL. (-)21.50	24.00'	4.50'	1.5	3	EA. FACE	SEAL
W-6E	NEW PZ 27 STEEL SHEETPILE, PERMANENT	EL. 2.50	EL. (-)13.50	16.00'	4.50'	1.5	3	EA. FACE	SEAL
W-6W	NEW PZ 27 STEEL SHEETPILE, PERMANENT	EL. 2.50	EL. (-)13.50	16.00'	4.50'	1.5	3	EA. FACE	SEAL
W-7E	NEW PZ 27 STEEL SHEETPILE, TEMPORARY	EL. 7.00	EL. (-)21.50	28.50'	15.00'	5	10	---	NO SEAL
W-7W	NEW PZ 27 STEEL SHEETPILE, TEMPORARY	EL. 7.00	EL. (-)21.50	28.50'	15.00'	5	10	---	NO SEAL
W-8	NEW PZ 27 STEEL SHEETPILE, TEMPORARY	EL. 7.00	EL. (-)21.50	28.50'	48.00'	16	32	---	NO SEAL
W-9	NEW PS 27.5 FLAT STEEL SHEETPILE, WEIR WALL	EL. 1.50	EL. (-)13.50	15.00'	10.50'	---	6.5	EA. FACE	SEAL
W-10	24" DIA x 8" STL x 136" PIPE CLOSURE, CONC FILL	EL. 2.50	EL. (-)13.50	15.00'	---	---	4 EA.	EA. FACE	CONC. FILL

STRUCTURAL CIVIL SLAB SCHEDULE					
SLAB MARK	THICKNESS	CLEAR COVER BOTTOM TOP	REINFORCEMENT	FINISH	REMARKS
SC1	4"	CENTERED	WWF 6x6-W2.1xW2.1	MEDIUM BROOM FINISH	ON SHEET VAPOR BARRIER
SC2	12"	-	#506" OCEW	MEDIUM BROOM FINISH	8"x24" THK. EDGE, 3-#5 CONT.

KEYNOTE SCHEDULE		DIVISION 31 - EARTHWORK		DIVISION 32 - EXTERIOR IMPROVEMENTS	
MARK	DESCRIPTION				
DIVISION 02 - EXISTING CONDITIONS		31-2.02	PROVIDE ALL REQUIRED EXCAVATION METHODS, EQUIPMENT AND DEMATERING FOR INSTALLATION OF UTILITY SYSTEMS, AND COMPACTION AND BACKFILL TO SUBGRADE LEVEL FOR FOUNDATION CONSTRUCTION, UNLESS NOTED AS ACCEPTABLE IN THE PROJECT GEOTECHNICAL REPORT, ASSUME ALL SOILS EXCAVATED ARE TO BE REPLACED WITH APPROVED MATERIALS.	32-9.10	6" SUB-BASE, 6" LIMEROCK BASE, 1.5" ASPHALT PAVEMENT TO MEET CITY SPECIFICATIONS
2-1.20	DEMO EXISTING PAVEMENT	31-2.10	TEMPORARY STEEL SHEET PILING, WHALERS AND BRACING, DESIGNED BY THE SHEETING AND SHORING DELEGATED ENGINEER, REMOVE UPON PROJECT COMPLETION	32-9.11	24" FOOT CONCRETE CURB AND GUTTER
2-1.30	DEMO EXISTING SIDEWALKS/FLATWORK/CURBING	31-2.11	PERMANENT STEEL SHEET PILING INCLUDING TEMPORARY BRACING AND INTERIOR REINFORCED CONCRETE WALL AND SLAB CONSTRUCTION, SEE SHEET PILING SCHEDULE. MINIMUM SHEET PILE DESIGNATION SHOWN, FINAL SHALL BE BY DELEGATED ENGINEER.	DIVISION 33 - UTILITIES	
2-1.45	DEMO EXISTING SHEET PILE BULKHEAD EMBEDDED IN CAP	31-2.24	BACKFILL AND COMPACT, MAX. 8" LAYERS, WITH STATIC NON-VIBRATORY COMPACTOR, SUITABLE BORROW OR IN-SITU SUITABLE SOILS TO 98% MODIFIED PROCTOR.	33-7.40	PRECAST CONCRETE STORM JUNCTION BOX, SEE CIVIL DWGS.
2-1.60	PROVIDE DEMO PHASE EROSION CONTROL, SEDIMENTATION FENCING AND TURBIDITY BARRIERS, REFER TO CIVIL DRAWINGS, SPECIFICATIONS AND REGULATORY PERMITS.	31-2.25	UNDERCUT EXCAVATION 2.0 FT BELOW BOTTOM OF Baffle BOX AND STORM BOXES. PLACE COMPACTED SUITABLE FILL MATERIAL TO FOUNDATION SUBGRADE.	33-8.10	PRECAST Baffle BOX w/ VIEWING PORTS, SEE CIVIL DWGS.
DIVISION 03 - CONCRETE		31-2.46	INSTALL 12" MIN. SELF-DRAINING, WASHED, NO-FINES, ANGULAR GRANITE-BASED GRAVEL, #57 IN SIZE. COMPACT WITH STATIC NON-VIBRATORY COMPACTOR IN 6" LAYERS UNTIL LOCKED. PLACE GEOTECH FILTER FABRIC BOTTOM, SIDES AND TOP, 12" OVERLAP	33-8.20	STORM DRAINAGE PIPING SEE CIVIL DWGS.
3-1.01	REINFORCED CONCRETE BULKHEAD CAP, SEE SCHEDULE	31-2.70	CONTRACTOR DESIGNED DEMATERING SYSTEM SHALL BE INSTALLED TO MAINTAIN GROUNDWATER 24" BELOW FOUNDATION, MAT OR SLAB INSTALLATION. MAINTAIN DEMATERING SYSTEM UNTIL CONSTRUCTION IS COMPLETE.		
3-3.10	CONCRETE SLAB ON GRADE, SEE SLAB SCHEDULE				
DIVISION 05 - METALS					
5-9.02	2-RAIL ALUMINUM GUARDRAIL SYSTEM w/POSTS, BASE MOUNTING NO GREATER THAN 6". PROVIDE PEDESTRIAN RATED ALUMINUM POCKET INFILL FOR NO GREATER THAN 4" PASSING. DEMOUNTABLE SECTIONS AS INDICATED FOR SERVICING OF Baffle BOX.				

02 KEYNOTES, ELEVATIONS AND SHADING ADDED TO CONFORM



John Thomas Williams, State of Florida, Professional Engineer, License No. 22282; This item has been digitally signed and sealed by John Thomas Williams, P.E. on 06-09-2025. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

ISSUED FOR CONSTRUCTION	KEYNOTES, ELEVATIONS, SHADING FOR CONFORM DWGS	ADDENDUM ISSUED DURING BIDDING	DESCRIPTION	REVISIONS
03	06/09/2025			
02	05/08/2025			
01	04/30/2025			
NO				

INFRASTRUCTURE SOLUTION SERVICES
7175 Murrell Road
Melbourne, Florida 32940
Phone: (321) 622-4646
FBE CA# 28992
WWW.INFRASTRUCTURESOLUTIONS.COM

STRUCTURAL CANAL SHEET PILING
BULKHEAD CONSTRUCTIONS
BAFFLE STRUCTURES
PLAN & SECTIONS
CITY OF INDIAN HARBOUR BEACH

PROJECT NO.:	PROJ. MGR.:
IBH003	FSZ
DATE:	DRWN. BY:
APRIL 2025	JTW
SCALE:	CHKD. BY:
NOTED	JTW
SHEET NO.	

S-201

EXHIBIT A BID PROPOSAL SUMMARY PAGE FORM

Bidder/Proposer: Gregori Construction Inc.

This is a bid of:

Gregori Construction Inc.

3067 US Highway 1

Mims, FL 32754

Ph: 321-607-6160 Fax No.:

(Contractor/Address/Phone No./Fax No.)

Pursuant to and in compliance with your request for Bid Proposal (RFP) RFP #2025-01, The Instructions to Bidders/Proposers and other documents related thereto, the undersigned hereby proposes to furnish all material, labor and equipment necessary for Construction Services for the City of Indian Harbour Beach City Hall Stormwater Baffle Box Project

The total bid set forth below includes the total cost of completing the project as set forth in bid items in the Bid Proposal. Items not specifically listed shall be included within the various bid items in the Bid Proposal.

If written notice of award of this bid is mailed, telegraphed, or delivered to the undersigned within fifty-five (55) days after date of opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the bid as accepted, all within fifteen (15) days after the prescribed forms are presented to him for signature.

BID PROPOSAL FORM
RFQ 2025-01 Construction Services for the City of Indian
Harbour Beach City Hall Stormwater Baffle Box Project

	Description	Approx. Quantity*	Contractor Quantity	Unit	Unit Price	Total Price
DEMOLITION						
1	Conduct Miscellaneous Clearing and Grubbing	1	1	LS	\$ 5,000	\$ 5,000
2	Conduct Demolition & Removal of Existing Asphalt Pavement Parking Area (all components)	1	1	LS	\$ 5,500	\$ 5,500
STORMWATER						
3	Furnish & Install Stormwater Baffle Box	1	1	LS	\$ 305,000	\$ 305,000
4	Furnish & Install 42" ADS/HDPE	25	25	LF	\$ 450	\$ 11,250
5	Furnish & Install FDOT Type G Inlets	2	2	EA	\$ 16,000	\$ 32,000
6	Conduct Structural Modifications to Canal for Baffle Box Installation	1	1	LS	\$ 470,000	\$ 470,000
CIVIL/SITE RESTORATION						
7	Conduct Final Grading	1	1	LS	\$ 30,000	\$ 30,000
8	Furnish & Install Sod	1	1	LS	\$ 8,000	\$ 8,000
9	Conduct Asphalt Pavement Parking Restoration	1	1	LS	\$ 15,000	\$ 15,000
GENERAL						
10	Conduct Mobilization/Demobilization	1	1	LS	\$ 45,000	\$ 45,000
11	General Requirements, Bonds, & Insurance	1	1	LS	\$ 10,500	\$ 10,500

12	Furnish & Install Temporary Erosion & Sediment Control	1	<u>1</u>	LS	\$ 8,500	\$ 8,500
13	Conduct Stake-Out/ As-Built Survey (Project Record Documents)	1	<u>1</u>	LS	\$ 10,250	\$ 10,250
14	Furnish & Install Maintenance of Traffic	1	<u>1</u>	LS	\$ 5,000	\$ 5,000
15	Conduct Bypass Pumping	1	<u>1</u>	LS	\$ 10,000	\$ 10,000
16	Conduct Dewatering During Construction	1	<u>1</u>	LS	\$ 15,000	\$ 15,000
17	Conduct Subsurface Utility Investigations	1	<u>1</u>	LS	\$ 3,000	\$ 3,000
	Construction Cost Subtotal				\$ 989,000.00	
18	Allowance for Testing and Laboratory Services				\$	25,000.00
19	Allowance for Utility Relocation & Conflicts				\$	25,000.00
20	Contingency (10% of Construction Cost Subtotal)				\$ 98,900	
	Construction Cost Total				\$ 1,137,900.00	

**All quantities are approximate. Contractor is responsible for verifying all unit quantities and prices on the project.*

Pay Items Notes:

1. Items not specifically listed shall be included within the various bid items to amount for a total cost in the Bid Proposal.
2. With the exception of Lump Sum (LS) Items, Quantities for the above-listed items are estimated or bidding purposes. Should the quantities of items that are Lump Sum (LS) of the work vary from the estimates shown, the bidder proposed to do the actual work at the unit bid prices indicated and the bidder understands that payment will be made on actual quantities accepted, at the unit bid prices. Unit prices shall be the total cost to the City, per unit of Work, and include bidder's indirect costs and overhead and profit. The bidder will make no claim for anticipated profits for any decrease in quantities.
3. Payments will be made based upon installed, measured quantities.
4. No separate payment will be made for incidental work. The cost shall be included in the bid price for the above-listed items.

Notice of award should be mailed or delivered to the undersigned at the following

address: Address: 3067 US Highway 1

City: Mims State FL Zip code 32754

Acknowledgment is hereby made of receipt
of following addenda, if any:

No. 1 Dated NA

No. 2 Dated 10/28/25

No. 3 Dated NA

NO. 4 DATED NA

Gregori Construction Inc. (SEAL)
Company Name

3067 US Highway 1
Address

Mims, FL 32754
City, State and Zip

By: Jesse Salazar
Signature
(If Bidder/Proposer is a corporation, attach evidence of authority to sign.)

Jesse Salazar, PM/Agent
Printed Name and Title

CGC1512990
License Number

608510855
Data Universal Number System (DUNS) number



PO Box 121, 736 Ekastown Rd, Sarver, PA 16055
Ph: (724) 353-1322 / Fx: (724) 353-2486
www.gregori-inc.com

January 28, 2025

I, the undersigned Vice President of Gregori Construction Inc. (the CORPORATION), HEREBY CERTIFY that the CORPORATION is organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania as a Corporation for Profit with its principal office at 736 Ekastown Road, Sarver PA 16055. The CORPORATION is duly authorized to transact business in the Commonwealth of Pennsylvania and Florida.

I FURTHER CERTIFY that at a meeting of the Directors of the Corporation, duly called and held on January 28, 2025, at which a quorum was present and voting, or by other duly authorized corporate action in lieu of a meeting, the following resolution was adopted:

BE IT RESOLVED, this CORPORATION authorizes Jesse Salazar (Project Manager, FL Division) to execute any and all bid documents and contract documents as required for the CORPORATION's FL Division.



Andrew M. Gregori, Vice President

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Gregori Construction Inc.
3067 U.S. Highway 1
Mims, FL 32754

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202

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

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

OWNER:

(Name, legal status and address)

The City of Indian Harbour Beach
2055 South Patrick Drive
Indian Harbour Beach, FL 32937

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


Contract No. RFQ 2025-05 - City of Indian Harbour Beach Stormwater Baffle Box - Indian Harbour, FL


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

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

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

Signed and sealed this 14th day of November, 2025


(Witness)


(Witness) Kailee Rousseau

Gregori Construction Inc.

(Principal)

(Seal)

By:

(Title)

Agent

Great American Insurance Company

(Surety)

(Seal)

By:

(Title)

Madeline P. Recktenwald
Attorney-in-Fact



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIFTEEN

No. 0 22593

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PAMELA M. ANDERSON	ALL OF	ALL
NATASHA KERR	PITTSBURGH, PA	UNLIMITED
WENDY A. BRIGHT		
PATTI K. LINDSEY		
WILLIAM M. CHAPMAN		
CHERI L. RITZ		
MADELINE P. RECKTENWALD		
BARBARA A. LEEPER		
NICHOLAS A. BURKE		
JOSHUA RESTAURI		
GRACIE O. LOWDEN		
MATTHEW M. EPERESI		
GIAVONNA D. TAVELLA		
KAILEE M. ROUSSEAU		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of SEPTEMBER 2025
Attest
GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

John K. Webster
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

JOHN K. WEBSTER (877-377-2405)

On this 29TH day of SEPTEMBER, 2025, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of November, 2025



Stephen C. Beraha
Assistant Secretary



City Council Meeting

City of Indian Harbour Beach, Florida

Tuesday, January 13, 2026

AGENDA ITEM

Appointment of City of Indian Harbour Tree Preservation Board Member (action item)

Cost: N/A

Attachments: Application and resume

Staff Recommendation:

Consider appointing Ms. Joanna Auter to an alternate membership position on the Tree Preservation Board with an indefinite term.

Background Information:

On November 12th, the City Council accepted Neil Yorio's resignation from a voting position on the Tree Preservation Board, appointed Dr. Beth Mahoney to said voting position, and authorized staff to solicit applicants for the vacant position formerly held by Dr. Mahoney.

The current membership of the IHB Tree Preservation Board includes:

Voting Members	Term Expiration Date
Anastasia Doshna	3/11/2027
Adam Lucey, PSM	3/11/2026
Leigh McElroy	3/11/2028
Beth Mahoney	3/11/2027
Paul Oliveri	3/11/2026
Alternate Members	
vacant	N/A
Jalena Salonina	N/A

One application packet was received from Ms. Joanna Auter of 202 Apache Drive.

Hence, staff recommends that the City Council appoint Ms. Jonna Auter as an alternate member for an indefinite term.



CITY OF
INDIAN HARBOUR BEACH

Florida

2055 SOUTH PATRICK DRIVE
INDIAN HARBOUR BEACH, FLORIDA 32937
PHONE (321) 773-3181
FAX (321) 773-5080

APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

Contact Information

First Name: Dorothy (Joanna) Last Name: Auter
Address: 202 Apache Drive
Mailing Address (if different): _____
Home Phone: _____ Cell Phone: 321-720-9534
Email Address: joannaauter@gmail.com
Employer or Business: L3Harris
Position: Certified Health Coach for the L3Harris Medical Center

Board/Committee Applying For: Tree Preservation Board

Miscellaneous Information

- Are you currently serving on any City Board(s) or Committee(s)? NA
 - If yes, please specify: _____
- Have you ever served on a City of Indian Harbour Beach Board or Committee? NA
 - If yes, please specify: _____
- Are you a resident of Indian Harbour Beach? yes
 - If yes, for how long: 24 years
- Are you a homeowner in Indian Harbour Beach? yes
- Are you registered to vote in Indian Harbour Beach? yes
- Are you engaged in business in Indian Harbour Beach? no

Qualifications/Experience/Background

Please see letter of interest.

24 year resident and homeowner.

Nature conversationist. Lover of trees, plants, flowers, native Florida vegetation.

Please attach resume (if desired)

Signature: _____

Date: 11/5/2025

Note: Applications will be kept on file for a period of two (2) years. Periodic contact will be made to inquire into your interest in appointment to the selected board or committee before your application is submitted to the City Council.

Joanna Auter

Certified Health Coach

Indian Harbour Beach, FL 32937

(321) 720-9534

joannaauter@gmail.com

www.linkedin.com/in/joanna-auter-03309732

EXPERIENCE

Rocket Healthcare, Cocoa Beach, FL — *Certified Health Coach*

FEBRUARY 2022 - PRESENT

Start-up LLC primary care. Utilize physician's plan of care to create health and wellness plans/SMART goals for patients that address exercise, nutrition, sleep, stress and emotional wellness. Perform body composition analysis. Complete telehealth, in person and virtual follow up (text-based) health coaching appointments with patients. Specific experience in health coaching/educating patients with conditions such as Obesity (classes 1-3), Diabetes (types 1 and 2), primary hypertension, hyperlipidemia. Work closely with patients on how to eat to improve their chronic health conditions. Guide and educate patients who are receiving semaglutide treatments. Read and review diagnostic test/results such as lipid panels, comprehensive metabolic panels.

Cigna/Evernorth, Viera, FL — *On-site Health Coach*

OCTOBER 2021 - FEBRUARY 2022

Provided onsite face-to-face customer coaching and support. Identified customer health education needs through targeted health assessment activities. Body composition analysis. Collaborated with customers to establish health improvement plans, set personalized evidence-based goals, and supported customers in achieving those goals. Wrote, edited patient chart notes. Utilized Cigna EHR. Created health seminars for employees. Wrote, edited Powerpoint materials, printed materials and emails for health seminars. Text based health coaching.

Health First, Viera, FL — *Clinical Health Coach*

FEBRUARY 2020 - MAY 2022

Certified health care professional that utilized evidence-based population health processes and behavioral techniques such as motivational interviewing to help Medicare patients self-manage chronic illnesses such as COPD, CHF, PNA, hypertension,

SOFT SKILLS

Health educator

SMART goals

Motivational interviewing

Patient assessments

Body composition analysis

Empathetic listening

Interpersonal skills

Team-oriented

Analytical thinking

Accuracy and attention to detail

TECH

Electronic Medical Records

Software (EMR)

Advanced MD

Eclinical Works

Zoom

Microsoft Teams

Microsoft Office

Telehealth

Word

Wordpress

Google chat

*Currently studying and preparing to sit for the National Board for Health and Wellness Coaches (NBHWC) exam, end of 2024, to become a Board Certified Health Coach.

hyperlipidemia, obesity and arthroplasty. Developed patient driven behavioral goals to manage patient health. Partnered with other healthcare professionals to reduce potential risk and achieve the most desirable outcome for patients. Met patients bedside, educated them on their conditions, and worked with patients to set SMART goals for chronic care management. Nutritional guidance and education. Read and reviewed diagnostic test/results such as lipid panels, comprehensive metabolic panels, ER Assessment and Physical (A&P), MRI reports, etc. Tracked/coached patients for 30 days post discharge to reduce readmission rates. Attended daily hospitalists rounds and coordinated post discharge care for patients with Case Management and Nursing teams.

The Brennity/Sagora Senior Living, Viera, FL — *Fitness and Wellness Coordinator*

FEBRUARY 2015 - AUGUST 2018

Director of the Senior Wellness Center, Group Exercise Instructor and on-site Personal Trainer. Creator and coordinator of 27 group fitness classes for residents. Designed and implemented wellness talks, presentations, and fitness activities such as the Senior Olympics. Coordinator and instructor for Memory Care fitness programs including aquatic therapy for residents.

EDUCATION

University of South Alabama, Mobile, AL — *Bachelor of Arts, Communications, Minor: English*

Eastern Florida State College, Melbourne, FL — *Associates of Science, Healthcare Navigator*

CERTIFICATIONS

American Council on Exercise (ACE) Certified Health Coach

2020

**Athletic and Fitness Association of America (AFAA)
Certified Personal Trainer**

2011

**Athletic and Fitness Association of America (AFAA)
Certified Group Fitness Instructor**

1997



City Council Meeting

City of Indian Harbour Beach, Florida

Tuesday, January 13, 2026

AGENDA ITEM

Re-establishment of a minimum fund balance policy for the General Fund (discussion item)

Attachments: GFOA Excerpt, minimum fund balance policy survey, Resolution No. 632, and Resolution No. 690

Staff Recommendation:

Consider discussing Council Member Nutt's proposal to reinstitute a minimum fund balance policy for the General Fund.

Background Information:

The below is an excerpt from the Government Finance Officers Association's "Fund Balance Guidelines for the General Fund" document:

GFOA recommends that governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for GAAP and budgetary purposes. Such a guideline should be set by the appropriate policy body and articulate a framework and process for how the government would increase or decrease the level of unrestricted fund balance over a specific time period. In particular, governments should provide broad guidance in the policy for how resources will be directed to replenish fund balance should the balance fall below the level prescribed.

Appropriate Level. The adequacy of unrestricted fund balance in the general fund should take into account each government's own unique circumstances. For example, governments that may be vulnerable to natural disasters, more dependent on a volatile revenue source, or potentially subject to cuts in state aid and/or federal grants may need to maintain a higher level in the unrestricted fund balance. Articulating these risks in a fund balance policy makes it easier to explain to stakeholders the rationale for a seemingly higher than normal level of fund balance that protects taxpayers and employees from unexpected changes in financial condition. Nevertheless, GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.

In 2011, the City adopted Resolution No. 632, which among other things, established a 75% minimum unassigned fund balance policy for the City.

In 2018, the City adopted Resolution No. 690, which repealed the 75% unassigned fund balance policy and established specific fund balance categories and their calculations. One requirement of the resolution was the establishment of a “Building Renewal, Replacement & Betterment (BRRB) component with the General Fund balance and an annual mechanism to add the unexpended budget appropriations from each prior year’s capital projects department (referred to as a fund in the resolution). Additionally, the resolution stated that the City should increase the size of the BRRB fund balance component annually.

Two major problems exist with the language of Resolution No. 690:

1. The annual enhancements to the BRRB fund balance component never occurred after the initial allocation.
2. The annual calculations of the Cash reserve and emergency/hurricane reserve components are calculated on different basis, and changes to the annual budget can cause wild fluctuations to the percentages and numbers that are hard to understand by the public. For example, in FY26, the following General Fund balance components changed significantly due to a 50.98% decrease in the capital department budget (as the result of one-time grant-funded projects in FY25)
 - Cash reserves increase by 15.09%
 - Emergency/hurricane reserves decreased by 7.72%
 - Undesignated fund balance decreased by 16.57%
 - Total fund balance decreased by 12.69%

I believe the BBRD fund balance components and their annual calculations are no longer needed as the City now uses a robust five-year finance model and capital improvement plan system that forecasts revenue, expenditures, and fund balances over a six-year period. A specific minimum fund balance policy would help the City better address deferred replacement and/or upgrade capital projects, as staff could plan on using any surplus above the minimum fund balance policy in future years, rather than relying solely on projected annual revenues.

At the request of Council Member Nutt, staff conducted a survey of Brevard County municipalities. The attached data indicates that 56.25% of Brevard Municipalities have a specific minimum fund balance policy for their General Funds, while Titusville is the only city larger than Indian Harbour Beach that does not have a specific percentage-based policy.

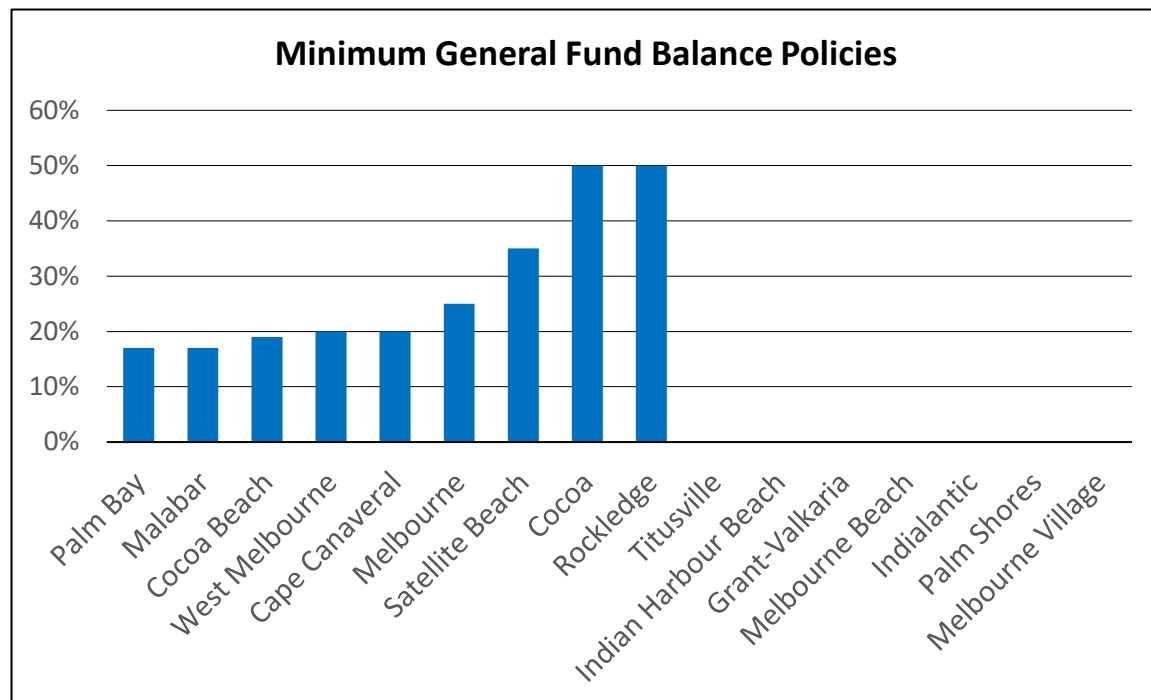
If the Council desires to consider repealing Resolution No. 690, staff would develop a replacement minimum fund balance policy and bring it back for review and discussion.

Minimum Fund Balance Policy Survey

		Min. GF Balance Policy	
Palm Bay	145,834	17%	17%
Malabar	3,175	17%	17%
Cocoa Beach	11,386	19%	19%
West Melbourne	31,378	20%	20%
Cape Canaveral	10,014	20%	20%
Melbourne	88,222	25%	25%
Satellite Beach	11,367	17%**	35%
Cocoa	19,909	50%	50%
Rockledge	31,429	50%*	50%
Titusville	50,254	None	0%
Indian Harbour Beach	9,006	None	0%
Grant-Valkaria	5,730	None	0%
Melbourne Beach	3,273	None	0%
Indialantic	3,117	None	0%
Palm Shores	1,210	None	0%
Melbourne Village	683	None	0%

* Indicates informal policy

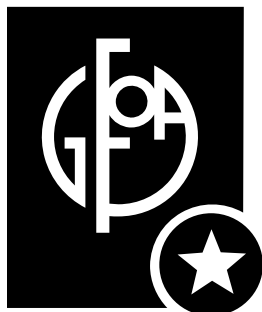
** indicates currently 17% but considering increasing to 25-35%



Minimum Fund Balance Policy Survey

Minimum Fund Balance Policy Survey

0.5625



ACCOUNTING AND FINANCIAL REPORTING, BUDGETING AND FORECASTING

Fund Balance Guidelines for the General Fund

Governments should establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for GAAP and budgetary purposes.

In the context of financial reporting, the term *fund balance* is used to describe the net position of governmental funds calculated in accordance with generally accepted accounting principles (GAAP). Budget professionals commonly use this same term to describe the net position of governmental funds calculated on a government's budgetary basis.[1] While in both cases *fund balance* is intended to serve as a measure of the financial resources available in a governmental fund; it is essential that differences between GAAP *fund balance* and budgetary *fund balance* be fully appreciated.

1. GAAP financial statements report up to five separate categories of fund balance based on the type and source of constraints placed on how resources can be spent (presented in descending order from most constraining to least constraining): *nonspendable fund balance*, *restricted fund balance*, *committed fund balance*, *assigned fund balance*, and *unassigned fund balance*. [2] The total of the amounts in these last three categories (where the only constraint on spending, if any, is imposed by the government itself) is termed *unrestricted fund balance*. In contrast, budgetary fund balance, while it is subject to the same constraints on spending as GAAP fund balance, typically represents simply the total amount accumulated from prior years at a point in time.
2. The calculation of GAAP fund balance and budgetary fund balance sometimes is complicated the use of sub-funds within the general fund. In such cases, GAAP fund balance includes amounts from all of the subfunds, whereas budgetary fund balance typically does not.

3. Often the timing of the recognition of revenues and expenditures is different for purposes of GAAP financial reporting and budgeting. For example, encumbrances arising from purchase orders often are recognized as expenditures for budgetary purposes, but never for the preparation of GAAP financial statements.

The effect of these and other differences on the amounts reported as *GAAP fund balance* and *budgetary fund balance* in the general fund should be clarified, understood, and documented.

It is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates. In most cases, discussions of fund balance will properly focus on a government's general fund. Nonetheless, financial resources available in other funds should also be considered in assessing the adequacy of unrestricted fund balance in the general fund.

GFOA recommends that governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for GAAP and budgetary purposes. [3] Such a guideline should be set by the appropriate policy body and articulate a framework and process for how the government would increase or decrease the level of unrestricted fund balance over a specific time period.[4] In particular, governments should provide broad guidance in the policy for how resources will be directed to replenish fund balance should the balance fall below the level prescribed.

Appropriate Level. The adequacy of unrestricted fund balance in the general fund should take into account each government's own unique circumstances. For example, governments that may be vulnerable to natural disasters, more dependent on a volatile revenue source, or potentially subject to cuts in state aid and/or federal grants may need to maintain a higher level in the unrestricted fund balance. Articulating these risks in a fund balance policy makes it easier to explain to stakeholders the rationale for a seemingly higher than normal level of fund balance that protects taxpayers and employees from unexpected changes in financial condition. Nevertheless, GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.[5] The choice of revenues or expenditures as a basis of comparison may be

dictated by what is more predictable in a government's particular circumstances.[6]

Furthermore, a government's particular situation often may require a level of unrestricted fund balance in the general fund significantly in excess of this recommended minimum level. In any case, such measures should be applied within the context of long-term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unrestricted fund balance in the general fund at any one time. In establishing a policy governing the level of unrestricted fund balance in the general fund, a government should consider a variety of factors, including:

1. The predictability of its revenues and the volatility of its expenditures (i.e., higher levels of unrestricted fund balance may be needed if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile);
2. Its perceived exposure to significant one-time outlays (e.g., disasters, immediate capital needs, state budget cuts);
3. The potential drain upon general fund resources from other funds, as well as, the availability of resources in other funds;
4. The potential impact on the entity's bond ratings and the corresponding increased cost of borrowed funds;
5. Commitments and assignments (i.e., governments may wish to maintain higher levels of unrestricted fund balance to compensate for any portion of unrestricted fund balance already committed or assigned by the government for a specific purpose). Governments may deem it appropriate to exclude from consideration resources that have been committed or assigned to some other purpose and focus on unassigned fund balance, rather than on unrestricted fund balance.

Use and Replenishment.

The fund balance policy should define conditions warranting its use, and if a fund balance falls below the government's policy level, a solid plan to replenish it. In that context, the fund balance policy should:

1. Define the time period within which and contingencies for which fund balances will be used;
2. Describe how the government's expenditure and/or revenue levels will be adjusted to match new economic realities that are behind the use of fund balance as a financing bridge;

3. Describe the time period over which the components of fund balance will be replenished and the means by which they will be replenished.

Generally, governments should seek to replenish their fund balances within one to three years of use. Specifically, factors influencing the replenishment time horizon include:

1. The budgetary reasons behind the fund balance targets;
2. Recovering from an extreme event;
3. Political continuity;
4. Financial planning time horizons;
5. Long-term forecasts and economic conditions;
6. External financing expectations.

Revenue sources that would typically be looked to for replenishment of a fund balance include nonrecurring revenues, budget surpluses, and excess resources in other funds (if legally permissible and there is a defensible rationale). Year-end surpluses are an appropriate source for replenishing fund balance.

Unrestricted Fund Balance Above Formal Policy Requirement. In some cases, governments can find themselves in a position with an amount of unrestricted fund balance in the general fund over their formal policy reserve requirement even after taking into account potential financial risks in the foreseeable future. Amounts over the formal policy may reflect a structural trend, in which case governments should consider a policy as to how this would be addressed. Additionally, an education or communication strategy, or at a minimum, explanation of large changes in fund balance is encouraged. In all cases, use of those funds should be prohibited as a funding source for ongoing recurring expenditures.

Notes:

1. For the sake of clarity, this recommended practice uses the terms GAAP fund balance and budgetary fund balance to distinguish these two different uses of the same term.

2. These categories are set forth in Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.
3. Sometimes restricted fund balance includes resources available to finance items that typically would require the use of unrestricted fund balance (e.g., a contingency reserve). In that case, such amounts should be included as part of unrestricted fund balance for purposes of analysis.
4. See Recommended Practice 4.1 of the National Advisory Council on State and Local Budgeting governments on the need to "maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures" (Recommended Practice 4.1).
5. In practice, a level of unrestricted fund balance significantly lower than the recommended minimum may be appropriate for states and America's largest governments (e.g., cities, counties, and school districts) because they often are in a better position to predict contingencies (for the same reason that an insurance company can more readily predict the number of accidents for a pool of 500,000 drivers than for a pool of fifty), and because their revenues and expenditures often are more diversified and thus potentially less subject to volatility.
6. In either case, unusual items that would distort trends (e.g., one-time revenues and expenditures) should be excluded, whereas recurring transfers should be included. Once the decision has been made to compare unrestricted fund balance to either revenues and/or expenditures, that decision should be followed consistently from period to period.

*This best practice was previously titled *Appropriate Level of Unrestricted Fund Balance in the General Fund*.*

Board approval date: Wednesday, September 30, 2015

Additional Resources

Budget Academy

**2025 Annual Governmental GAAP
Update Encore**

**2025 Annual Governmental GAAP
Update**

GFOA's Best Practices Forum



City Council Meeting

City of Indian Harbour Beach, Florida

Tuesday, January 13, 2026

AGENDA ITEM

FY27 Budget Preparation Calendar Selection (consensus item)

Attachments: Proposed budget preparation calendar

Staff Recommendation:

Consider selecting specific dates and times for budget preparation workshops and authorizing staff to use the recommended FY27 Budget preparation calendar.

Background Information:

The City Charter (Article XV, Section 2) requires the City Manager to submit the upcoming fiscal year proposed budget “on or before the first day of August each year.” Article XV, Section 3 of the Charter requires the following columns be contained within the proposed budget:

1. Current fiscal year budget.
2. Actual expenditures for the nine (9) months ending June 30.
3. Projected expenditures for the ensuing three (3) months ending September 30.
4. Anticipated expenditures, current fiscal year.
5. Budget request for the ensuing fiscal year.
6. Increase or decrease in budget requests over the current budget.

The attached recommended preparation calendar for the FY26 Budget is similar to last year’s Council-adopted schedule, with minor changes to the dates specific staff tasks are due. Staff requests that the City Council select specific dates for the three workshops from the options below:

City Council FY27 Kickoff Workshop and FY27 SWU Assessment Rate discussion

- Tuesday, February 17th at 6:00 pm or 7:00 pm
- Tuesday, February 24th at 5:30 pm or 6:00 pm (before a regular Council meeting)
- Tuesday, March 3rd at 6:00 pm or 7:00 pm
- Other date and time as set by the City Council

City Council FY27-31 Five-year Financial Model and Capital Improvement Plan review workshop

- Tuesday, April 21st at 6:00 pm or 7:00 pm
- Tuesday, April 28th at 5:30 pm or 6:00 pm (before a regular Council meeting)
- Wednesday, April 29th at 6:00 pm or 7:00 pm
- Other date and time as set by the City Council

City Council FY27 Budget Review Workshop(s) (Leadership Team required to attend)

- Tuesday, August 4th at 6:00 pm or 7:00 pm
- Tuesday, August 11th at 5:30 pm or 6:00 pm (before a regular Council meeting)
- Wednesday, August 12th at 6:00 pm or 7:00 pm
- Other date and time as set by the City Council

Hence, staff requests that the City Council select one or more of the workshop dates and authorize staff to use the recommended budget calendar for the FY27 Budget preparation season

FY27 Budget Preparation Calendar

Date	Task
13-Jan-26	City Council establishes FY27 Budget preparation schedule and workshops dates/times
28-Jan-26	Department Directors given FY27-31 CIP instructions
31-Jan-26	Public Works complete assessments of fleet
05-06Feb26	Individual meetings between City Manager and Department Directors regarding fleet replacement schedule
TBD	City Council FY27 Kickoff Workshop and SWU rate discussion. (Department Directors attendance required)
12-Mar-26	Deadline for Department Directors to submit FY27-31 CIP requests
16-18Mar26	Individual Department Director meetings with Budget team to discuss FY26-31 CIP requests
24-Mar-26	City Council deadline to decide if they want to notify Brevard County of intent to increase Stormwater Utility Assessment rate for FY26 (deadline to notify is 31Mar26)
25-Mar-26	City Manager gives Department Directors instructions and forms for Department Description, Goals, Objectives, and Performance Measures
TBD	City Council FY27-31 5yrFM&CIP Review Workshop (Department Directors attendance required)
30-Apr-26	Deadline for Department Directors to submit FY27 Department Descriptions, Goals, and Objectives
May	Asst. to CM meets with individual Department Directors to review Department Descriptions, Goals, Objectives, and Performance Measures
13-May-26	FY27 Operating Budget Kickoff meeting with Department Directors
14-May-26	MCSJ FY26 YE est. and FY27 Line-item request modular opened and FTE worksheet available to Department Directors
26-May-26	Council adopts Stormwater Utility Assessment rate for mail out (can also occur on 09Jun26)
12-Jun-26	Deadline for Department Directors to enter their FY26 YE Est. data and FY27 operating budget requests into MCSJ and email FTE worksheet to Asst. to CM.
17-19Jun26	Individual Department Director meetings with Budget team to discuss FY26 Year-end estimated revenues and expenditures, FY27 Operating Budget requests, and FTE worksheets.
20-24Jun26	Department Directors to revise budgetary line-items in MCSJ and/or FTE worksheet as needed
25-26Jun26	As needed, follow-up individual Department Director meetings with Budget team to discuss revised FY26 Year-end estimated revenues and expenditures, FY27 Operating Budget requests, and FTE worksheets
26-30Jun26	Asst. to CM assembles final FTE worksheet for all departments
02-08Jul26	City Manager adds FY27 CIP projects and tentatively balances FY27 Proposed Budget
9-Jul-26	Budget line-items and CIP numbers are locked
10-Jul-26	As needed, City Manager briefings with individual Department Directors regarding FY27 operating budget
10-Jul-26	Mailing of Stormwater Utility Assessment increase to property owners
11-24Jul26	City Manager and Management Analyst draft Transmittal Letter, finalize other sections, and editing.
28-Jul-26	City Council adopts tentative FY27 Mileage rate
25-30Jul26	City Manager and Management Analyst print and assembles FY27 Proposed Budget
30-Jul-26	Submittal of FY27 Proposed Budget to the City Council
31-Jul-26	Posting of FY27 Proposed Budget on City's website
TBD	City Council FY27 Budget Review Workshop(s). (Department Directors required to attend)
11-Aug-26	FY27 Stormwater Assessment Roll adoption
09Sep26-	
09Oct26	City Manager, Comptroller, and Management Analyst develop FY27 Approved Budget document
TBD	City Council 1st Public Hearing for adoption of FY27 Budget.
TBD	City Council 2nd Public Hearing for adoption of FY27 Budget.
01-10Oct26	City Manager and Management Analyst print and assemble FY27 Approved Budget
27-Oct-26	City Council 1st Public Hearing for FY27 Year-end Budget Amendment
17-Nov-26	City Council 2nd Public Hearing for FY27 Year-end Budget Amendment