

**Agenda**  
**Town of Indialantic**  
**Regular Meeting of the Town Council**  
**Council Chamber, 216 Fifth Avenue, Indialantic, FL 32903**  
**Wednesday, January 10, 2024, at 6:00 p.m.**

**A. Call to Order:**

Honorable Mark McDermott, Mayor  
Honorable Stu Glass, Deputy Mayor  
Honorable Doug Wright, Councilmember  
Honorable Loren Strand, Councilmember  
Honorable Brett Miller, Councilmember

1. Pledge of Allegiance:

2. Changes to Agenda:

3. Presentations:

- Community Outreach Coordinator for the Florida Department of Agriculture & Consumer Services, the state's clearing house for consumer complaints, information, and protection.

4. Public Comments, Non-Agenda Items:

Persons wishing to address the Town Council on a matter not listed on the agenda may speak at this time. Speakers must provide their name and address, observe the 3-minute time limit, and speak only after being recognized by the Mayor.

5. Public Announcements:

- There are openings on the following boards and committees:  
Budget and Finance Committee; Civil Service Board; Code Enforcement Board; Heritage Committee; Parks, Recreation and Beautification Committee; and Pension Board – General Employees
- Town Hall will be closed on Monday, January 15<sup>th</sup>, in observance of Martin Luther King Jr. Day

**B. Consent Agenda:**

1. Approve Council Regular Meeting Minutes December 13, 2023
2. Approve the following Reappointments:
  - a) Board of Adjustment- David A. Justice
  - b) Parks, Recreation and Beautification Committee- Laura Baughn
  - c) General Employee's Pension Board- Joe Gervais
  - d) Heritage Committee- Pam Dunn

3. Adopt Resolution 04-2024 FDOT Fifth Avenue Road Resurfacing and Improvements
4. Adopt Resolution 05-2024 Building Department Fee Schedule- Revision
5. Approve Councilmember Strand's travel expenses for Legislative Action Days in Tallahassee on January 29-31, 2024.
6. Approve the purchase of a DART Firearms Training Simulator for the Police Department.
7. Approve Nance Park Special Event (January 13, 2024, 2PM- 6PM) with amplified music, and authorize the serving of alcoholic beverages.

**C. Ordinances and Public Hearings:**

1. Ordinance 2024-01, Second Reading/Final Public Hearing, *relating to parking fines for public parking on rights-of-way*:

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA RELATING TO PARKING FINES FOR PUBLIC PARKING ON RIGHTS-OF-WAY; MAKING FINDINGS; REVISING A REFERENCE IN SECTION 32-32(h), TOWN OF INDIALANTIC CODE OF ORDINANCES; AMENDING SECTION 32-36, TOWN OF INDIALANTIC CODE OF ORDINANCES; REVISING FINES FOR PARKING VIOLATIONS; PROVIDING A SEVERABILITY/INTERPRETATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

2. Ordinance 2024-04, First Reading/public hearing, *relating to the required residency prior to qualifying to run for Town Council*:

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO THE REQUIRED RESIDENCY PRIOR TO QUALIFYING TO RUN FOR TOWN COUNCIL; AMENDING SECTION 2.02, TOWN CHARTER; MAKING FINDINGS; PROVIDING FOR A REFERENDUM ELECTION AND BALLOT LANGUAGE; AMENDING THE TOWN CHARTER TO PROVIDE THAT A CANDIDATE FOR TOWN COUNCIL MUST HAVE BEEN A RESIDENT FOR A CONTINUOUS PERIOD OF ONE (1) NON-CALENDAR YEAR IMMEDIATELY PRECEDING QUALIFYING TO RUN FOR TOWN COUNCIL; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**D. Unfinished Business:**

1. Drown Zero International Program
2. Lifeguard Agreement

**E. New Business:**

1. Rough Draft of the 2024 Capital Improvement Plan
2. Discuss about auditing/updating the Town Code (Miller)
3. Discuss possible resolutions regarding the collection and storage of large not containerized trash (Dunn)

**F. Administrative Reports:**

1. Town Attorney

2. Town Manager

**G. Council Reports:**

**H. Staff Reports:**

**I. Adjournment:**

**Notice:** Pursuant to Section 286.0105, Florida Statutes, the Town hereby advises the public that if a person decides to appeal any decision made by this board, agency, or council with respect to any matter considered at its meeting or hearing, they will need a record of the proceedings, and that for such purpose, affected persons 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. This notice does not constitute consent by the Town for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. Americans with Disabilities Act: Persons planning to attend the meeting who need special assistance must notify the office of the town clerk at 321-723-2242 no later than 48 hours prior to the meeting.



# TIPS for CONSUMERS GIVING to CHARITIES

**All charities soliciting within or from the state of Florida,** excluding those soliciting for named individuals or only from its membership and veterans' organizations chartered under Title 36, U.S.C., are required to register and file financial information with the Florida Department of Agriculture and Consumer Services. Registration requirements do not apply to bona fide religious and educational institutions or governmental entities.

To check whether a charitable organization is properly registered and to find out how that organization has spent donations in the past, contact the Consumer Assistance Center at **1-800-HELP-FLA (435-7352)** or visit the online Check-A-Charity tool at **FloridaConsumerHelp.com**.

Many consumers contribute to charities. Donating hard earned money to a worthy cause can be very fulfilling, but it's important to research how your donations will be spent. Be sure to keep these helpful hints in mind when donating to a charity:



Don't judge a charity solely on an impressive sounding name. Many organizations have names similar to well-known charities and organizations. Know who is asking you for money.



Ask the charity or organization why it is asking for donations. What purpose will be served? Ask questions and do not donate until you get satisfactory answers.



Some solicitors use pressure tactics and may even offer to send a "runner" to pick up your money. Reputable charities and organizations are just as happy to receive your gift tomorrow as today.



**NEVER GIVE CASH!** Contribute by check and make the check payable to the organization. Florida law gives the prospective donor the right to request and receive a copy of a charity's financial report before donating. **ASK FOR IT!**



**FloridaConsumerHelp.com**  
**1-800-HELP-FLA • 1-800-FL-AYUDA**  
(435-7352) (352-9832)

**Florida Department of  
Agriculture and Consumer Services**





# TIPS for CONSUMERS GIVING to CHARITIES



Be cautious of charities that spring up overnight, especially those that involve current events like natural disasters or those that claim to be for police officers, veterans or firefighters. They may not have the resources to get your donations to the affected area or people.



Not all organizations soliciting in the name of benevolence are true charities eligible to receive tax-deductible contributions. If this is important to you, ask about the organization's federal and state eligibility for receiving tax deductible donations. Typically, such donations fall under Internal Revenue Code section 501(c)(3).



Be wary of groups who solicit on street corners. While they ask for charitable contributions, little is known about their charity or charitable purpose.



The elderly are often taken advantage of because of their vulnerability. Elderly consumers are encouraged to discuss charitable giving with a trusted family member or friend.



Be aware that many telephone appeals for funds are made by paid solicitors, not volunteers. The solicitors often work for a for-profit firm hired by the organization. Telemarketing is expensive and may entail substantial fundraising costs. If the call is from a paid solicitor, ask what the percentage of the contribution will be retained by them.



Charities must spend money to raise money, and they must pay a fair salary to their employees. Most cannot function on volunteer help alone. Every organization will have some administrative and fundraising costs.

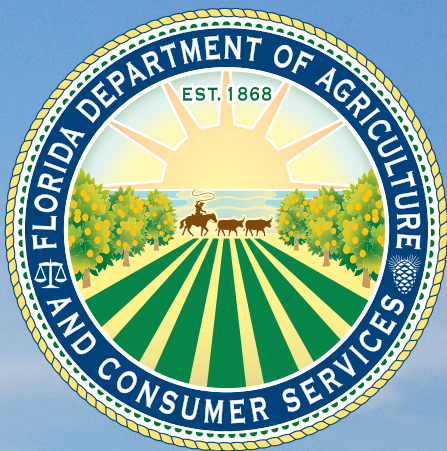
Ultimately, it is your money and your contribution.



## MAKE IT COUNT!

FDACS-P-00008

**Florida Department of  
Agriculture and Consumer Services**



# HELP FOR FLORIDA CONSUMERS

**The Florida Department of Agriculture and Consumer Services is the state's clearinghouse for consumer complaints, protection, and information.**

**We provide a variety of resources at [FloridaConsumerHelp.com](http://FloridaConsumerHelp.com) to protect Florida consumers and ensure they have the information they need to make informed decisions.**



FDACS-P-02127  
REV. 01/20

**Florida Department of  
Agriculture and Consumer Services**

# Visit [FloridaConsumerHelp.com](http://FloridaConsumerHelp.com) for more information.



The A to Z Resource Guide is an online directory to help Floridians find the most appropriate government agency to contact for various issues.



The Business/Complaint Lookup is an online resource that allows consumers to view businesses' registration and complaint information.



Check-A-Charity is an online searchable database that provides consumers with registration and financial information for charities that solicit contributions.



File a Complaint online or request to have a complaint form mailed to you by calling the Consumer Assistance Center.



The Florida Consumer E-Newsletter offers tips on important consumer-related issues and resources to find additional information.



Join the Florida Do Not Call List or report unwanted sales calls.



Request a Speaker, at no cost, for your community or club meeting.

**Call the Consumer Assistance Center from  
8am to 5pm, EST, Monday through Friday, at  
1-800-HELP-FLA (435-7352) or 1-800-FL-AYUDA  
(352-9832) en Español for more information.**



RECOGNIZE  
and AVOID

# Telemarketing **FRAUD**

The Florida Department of Agriculture and Consumer Services (FDACS) is the state's leading consumer protection agency. The agency works to protect consumers by actively investigating telemarketing fraud and through targeted public education and outreach.

The Florida Telemarketing Act governs the actions of these businesses. All non-exempt telemarketing companies must be licensed with FDACS and post a security bond of no less than \$50,000 prior to soliciting. Each individual telemarketing salesperson of a non-exempt business is also required to be licensed. Applicants are required to disclose information about their criminal and litigation history. Individuals with a criminal history may be denied licensure.

## **Consumers should be aware of the following**



Telemarketing calls can only be made between 8 a.m. and 9 p.m., and the salesperson must state his or her true name, the company that he or she is representing, and the products or services being sold within the first 30 seconds of the phone call.



Once a sale is completed, the consumer must be told his or her cancellation rights, the license number of both the business and the salesperson, as well as the street address of the business.



The business or salesperson cannot require payment by credit card.



**Florida Department of  
Agriculture and Consumer Services**



**Avoid Becoming a Victim - When dealing with telemarketers, keep these tips in mind:**



Before any purchase is made, research whether the telemarketer or telemarketing salesperson is registered with FDACS, and if there have been any complaints filed against them. This can be done by utilizing the “Business Search” at **FloridaConsumerHelp.com** or by calling **1-800-HELP-FLA** (435-7352) and asking a member of the assistance center staff.



Don't provide personal or financial information over the phone unless it is to a known and trusted source.



Do not pay with cash, using a credit card will allow you to dispute the charges if you don't get what you were promised.



Don't answer the phone if you don't recognize the number on your caller ID.



Be wary of any unsolicited calls and telemarketers that demand immediate action.



Register for the **Florida Do Not Call Program** by calling **1-800-HELP-FLA** (435-7352) or subscribe online at **FloridaConsumerHelp.com**.

**Report Telemarketing Scams**

Fraudulent telemarketers should be reported to FDACS. Filing a complaint can be done online at **FloridaConsumerHelp.com**. You can also request a copy of the form be mailed to you by calling our assistance center at **1-800-HELP-FLA** (435-7352) or **1-800-FL-AYUDA** (352-9832) en Español.



FDACS-P-00023  
REV. 01-2018

**Florida Department of  
Agriculture and Consumer Services**

**Meeting Minutes**  
**Town of Indialantic**  
**Regular Meeting of the Town Council**  
**Council Chamber, 216 Fifth Avenue, Indialantic, FL 32903**  
**Wednesday, December 13, 2023, at 6:00 p.m.**

**A. Call to Order:**

A regular meeting of the Indialantic Town Council was called to order at 6:03 p.m. by Mayor McDermott.

**Present:**

Honorable Mark McDermott, Mayor  
Honorable Stu Glass, Deputy Mayor  
Honorable Doug Wright, Councilmember  
Honorable Loren Strand, Councilmember  
Honorable Julie McKnight, Councilmember- Outgoing Seat #1  
Honorable Brett Miller, Councilmember- Incoming Seat #1

**Also present:**

Michael Casey, Town Manager  
Paul Gougelman, Town Attorney  
Mollie Carr, Town Clerk  
Chief Connor, Indialantic Police Department  
Joseph Gervais, Public Works Director  
Officer Morrow, Indialantic Police Department

1. The Pledge of Allegiance was led by Mayor McDermott.
2. Changes to Agenda: None
3. Oath of office:
  - Doug Wright, Council Seat #3- Attorney Gougelman swore in Councilmember Doug Wright.
  - Brett Miller, Council Seat #1- Attorney Gougelman swore in Councilmember Brett Miller.

**RECONVENE WITH NEW MEMBERS**

4. Presentations and Proclamations:
  - Presentation to Councilmember McKnight- Mayor McDermott presented Councilmember Julie McKnight a plaque to honor her time of service to the Town.
  - F.D.O.T. Presentation on the Fifth Avenue Project- Susan Phillips, Brevard Operation's Engineer for Florida Department of Transportation presented a presentation to the Town Council regarding the proposed improvements for SR500 between Riverside Place and Miramar Avenue.

Discussion ensued and the following items were discussed:

- F.D.O.T. can use vertical pedestrian crossings, rapid flashing beacons, islands at crossings, speed feedback signs, pedestrian hybrid beacons and landscaping to help slow traffic.
- Florida Power and Light will be installing additional lighting.
- Ms. Phillips gave a detailed description of the proposed sign additions.
- F.D.O.T. will probably require a resolution to change the proposed plan.
- Deputy Mayor Glass explained that the Council never approved the plan presented.
- Deputy Mayor Glass was approached by a State Representative, who expressed his negative feelings regarding the project.
- Ms. Phillips advised the Council that if the speed tables are not installed F.D.O.T. will return the speed limit to 35 mph.
- Other Florida evacuation routes do not have speed tables because the speed tables are a new tool that F.D.O.T. is using.
- Ms. Phillips advised that evacuation routes are limited by capacity not speed.
- Ms. Phillips explained that every bit that you slow traffic improves survivability of a pedestrian surviving a vehicle collision.
- The speed tables were introduced because of the Town wanting the speed limit reduced.
- Ms. Phillips informed the Council that the recommended speed limit is determined by the speed 85% of the drivers are doing in a speed study.
- Councilmember Strand asked if F.D.O.T. could measure the success of the other implementations without the speed tables and then later put in the speed tables. Ms. Phillips responded that these improvements are generally added during a resurfacing project and after the project is complete it would probably be another fifteen years before the road is resurfaced again.
- Ms. Phillip advised that F.D.O.T. has only a certain amount of time to complete the project.

#### Public Comments-

Dave Berkman, 225 Eighth Avenue, Indialantic- Mr. Berkman, the previous Town Mayor, listed several F.D.O.T projects that had to be changed or removed, he questioned what kind of analysis goes into the projects. Mr. Berkman pointed out that 3.5 inches of elevation does not greatly increase visibility. Mr. Berkman explained that if the speed tables on Orange Blossom Trail did not impede the speed of the Mayor's sports car, they would not slow traffic. He advised the reason the slower speed limit was requested was to allow visibility to the businesses. He has trouble crossing Fifth Avenue because of volume, not speed. Mr. Berkman advised that the Town had been repeatedly denied lowering the speed limit because there were no fatalities.

Scott Smith, 321 Seventh Avenue, Indialantic- Mr. Smith pointed out that Djon was the person who wanted the speed limit lowered. Mr. Smith said that per the presented chart we could lower our speed limit to 20 miles per hour than there would be no fatalities. Mr. Smith said he believes Eau Gallie Causeway has more fatalities so the measures should be implemented there. He feels the project has had the walkways closed longer than ever and no more lighting is necessary on Fifth Avenue. Mr. Smith feels automatic traffic lights would be traffic calming.

Gabrielle Strand, 120 Ormond Drive, Indialantic- Ms. Strand pointed out that Orange Blossom Trail is six lanes and Fifth Avenue is four lanes, which is small and residential, rather than discussing speed humps she would rather talk about the residential area staying 20 miles per hour and stop people from running stop signs. She feels the speed bumps are unnecessary.

Mike Smith, 305 Seventh Avenue, Indialantic- Mr. Smith said that at the last Council meeting the Mayor said he doesn't see the point of a speed bump if you can drive full speed over it. Mr. Smith pointed out that the bump would affect emergency vehicles traveling at a higher speed and he does not want to impede the police department in anyway. He said he does not understand the intersection at South Riverside Drive and Fifth Avenue and described his frustration with its design. Mr. Smith advised the highest traffic crash area in Brevard County is the round-about in Viera. Mr. Smith suggested that the school zone lights should have traffic cameras added, for enforcement and radar signs should be used.

**Motion by Councilmember Wright, seconded by Deputy Mayor Glass, to request FDOT to not install speed tables.**

**Discussion regarding the wording of the motion ensued.**

**Councilmember Wright amended the motion to request F.D.O.T. to proceed with the plan as presented at this meeting minus the raised speed tables. The amended motion was seconded by Deputy Mayor Glass.**

**Ayes: McDermott, Glass, Wright, Strand, and Miller**  
**THE MOTION CARRIED UNANIMOUSLY. (5 TO 0)**

Public Comments (D1 Drown Zero- out of agenda order)-

Wyatt Werneth, 7 Colonial Drive, Cocoa Beach- Mr. Werneth introduced himself as a retired Brevard County Lifeguard Chief and the founder of Drown Zero. Mr. Werneth advised that during his tenure, he pulled 48 deceased people out of the ocean. Mr. Werneth said he read an article about the success of floatation devices in areas without lifeguards. Mr. Werneth stated that every city in Brevard County, except Indialantic has the devices and they saved 26 lives last year. Mr. Werneth said there is not one documented case of someone using floatation to rescue someone and drowning or having a double drowning but there are plenty of cases where people have gone in the water to rescue without a device and have drowned. They are putting G.P.S. tracking devices in the rings; updating the rings to alert 911 when used; and adding audible alarms. Mr. Werneth stated that he is not trying to replace lifeguards.

5. Election of Deputy Mayor:

**Motion by Councilmember Wright to nominate Stu Glass as Deputy Mayor.**

**Motion by Councilmember Strand to nominate Doug Wright as Deputy Mayor.**



Attorney Gougelman advised the Council that they can vote by roll call to decide the Deputy Mayor and nominations do not require a second.

Discussion ensued and the following items were discussed:

- Deputy Mayor Glass would be honored to continue as Deputy Mayor.
- Councilmember Wright feels Deputy Mayor Glass has unmatched, extensive knowledge and experience.
- Councilmember Strand feels there is a need to pass on leadership and mentor.
- Deputy Mayor Glass advised his term ends in 2024 and he does not plan to run again.
- Deputy Mayor Glass would like to finish his time on Council as Deputy Mayor
- Councilmember Miller confirmed with Deputy Mayor Glass that he would commit to mentoring Councilmember Wright when and if he became Deputy Mayor, under the guidance of Attorney Gougelman.

**Roll call vote:**

Councilmember Miller- Stu Glass

Councilmember Strand- Doug Wright

Councilmember Wright- Stu Glass

Deputy Mayor Glass- Doug Wright

Mayor McDermott- Stu Glass

**Deputy Mayor Glass was elected Deputy Mayor. (3 to 2)**

6. Mayor's Nominations:

- South Beaches Coalition Representative and Alternate- Deputy Mayor Glass explained the importance of the South Beach Coalition and how the Coalition works.

**Deputy Mayor Glass volunteered to be the Representative and Councilmember Strand volunteered as the Alternate, no objections.**

- Space Coast League of Cities Voting Delegate and Alternate

**Mayor McDermott nominated Councilmember Strand as the voting delegate and Councilmember Miller as the Alternate, no objections.**

7. Public Comments, Non-Agenda Items:

Gabrielle Strand, 120 Ormond Drive, Indialantic- Ms. Strand thanked the Mayor for diligently and kindly dealing with all of the negative complaints regarding the Christmas lighting. Ms. Strand thanked Julie McKnight for her diligence in trying to come up with alternate solutions for Christmas lighting. Ms. Strand thanked Joe Gervais and his team for making the Nance Park decorations great.

Pam Dunn, 330 Tampa Avenue, Indialantic- Ms. Dunn thanked Joe Gervais and his staff for decorating the gazebo at Lily Park. Ms. Dunn invited everyone to the Pollinator Fair being held at Nance Park on Sunday March 3, 2024, from 11:00 am until 4:00 pm.

Dick Dunn, 330 Tampa Avenue, Indialantic- Mr. Dunn gave a copy of his typed remarks to the Town Clerk. Mr. Dunn expressed his frustration regarding the large amount of trash piles, throughout the Town, that have not been picked up by Waste Management. Mr. Dunn stated that numerous communications regarding trash pick-up have been given to the residents. Mr. Dunn compared the trash piles to other Code Enforcement violations the Town has addressed. Mr. Dunn requested this topic be added to the January Town Council agenda to be addressed by the Council and possibly update the Code. Mr. Dunn advised the biggest offenders are the residents on corner lots who place trash in their side yard.

Vinnie Taranto, 313 Tenth Terrace, Indialantic- Mr. Taranto explained that he is very thankful to live in Indialantic. He explained his neighbor, Greg Kennedy, who was an Airforce Vet and pararescue officer, had recently passed away. Mr. Taranto described Mr. Kennedy as a legend and a super-hero and said we have those in our Town, and we don't even know it.

Gabriel Strand, 120 Ormond Avenue, Indialantic- Ms. Strand said she was approached by her postman regarding the lighting, he explained that it is making it hard to see pedestrians. Councilmember Strand said that he has discussed the issue with Chief Connor.

#### 8. Public Announcements:

- There are openings on the following boards and committees:  
Board of Adjustment; Budget and Finance; Civil Service; Code Enforcement; Sustainable Community and Resiliency Committee; and Pension Board – General Employees
- Town Hall will be closed for the holidays on the following dates: December 25, 2023, December 26, 2023, and January 1, 2024

#### **B. Consent Agenda:**

1. Approve Council Regular Meeting Minutes November 8, 2023
2. Dissolve Playground Committee
3. Approve appointment of Jeffrey Jennings to the Board of Adjustment
4. Approve parking agreement with Bizzarro's Famous New York Pizza
5. Approve parking agreement with Indialantic Acai LLC (Café Surfinista)
6. Approve the following Reappointments:
  - a) Civil Service Board- Irene Quilleux
  - b) Heritage Committee- Linda Glass
  - c) Parks, Recreation and Beautification Committee- JoAnne Nadeau
  - d) Board of Adjustment- Stephen Baughn
  - e) Zoning and Planning Board- Michael Lentini
  - f) Zoning and Planning Board- Edwin Mackiewicz
  - g) Heritage Committee- Dory Fredrickson
  - h) Zoning and Planning Board- Alan King
  - i) Zoning and Planning Board- Erin Trauger

- j) Heritage Committee- Cindy Earp
- k) Heritage Committee- Denise Bozeman
- l) Zoning and Planning Board- Rick Bertel
- 7. Accept the Driver & Vehicle Information Database (DAVID) audit report
- 8. Approve Resolution 01-2024- Final Budget Adjustment for Fiscal Year 2023
- 9. Adopt Resolution 02-2024- Designating Personnel Authorized to Sign Checks
- 10. Approve the updated pay scale for the Fire Chief
- 11. Approve the First Baptist Church Special Event

**Motion by Deputy Mayor Glass, seconded by Councilmember Strand, to approve the consent agenda.**

**Ayes: McDermott, Glass, Wright, Strand, and Miller**  
**THE MOTION CARRIED UNANIMOUSLY. (5 TO 0)**

**C. Ordinances and Public Hearings:**

1. Ordinance 2024-01, First Reading/Public Hearing, *relating to parking fines for public parking on rights-of-way; making findings; revising a reference in section 32-32(h): MAKING FINDINGS; REVISING A REFERENCE IN SECTION 32-32(h), TOWN OF INDIALANTIC CODE OF ORDINANCES; AMENDING SECTION 32-36, TOWN OF INDIALANTIC CODE OF ORDINANCES; REVISING FINES FOR PARKING VIOLATIONS; PROVIDING A SEVERABILITY/INTERPRETATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.*

Attorney Gougelman read the ordinance title.

Public Comment- None

**Motion by Councilmember Wright, seconded by Councilmember Strand, to approve Ordinance 2024-01.**

**Ayes: McDermott, Glass, Wright, Strand, and Miller**  
**THE MOTION CARRIED UNANIMOUSLY. (5 TO 0)**

**D. Unfinished Business:**

1. Drown Zero International Program- Mayor McDermott tabled this item until the January 10, 2024 meeting.
2. Council Chamber A/V quote comparison

**Motion by Mayor McDermott, seconded by Councilmember Strand, to accept the quote from I.M. Solutions.**

Discussion ensued and the following items were discussed:

- Town Manager Casey will confirm that I.M. Solutions will warranty both parts and labor.
- Councilmember Wright has provided the Council with a statement of work.

- The A/V system will support residents being able to watch the meetings if they can not attend therefore increasing transparency.

Public Comments:

Vinnie Taranto, 313 Tenth Terrace, Indialantic- Mr. Taranto said one of the goals of the Sustainable Community and Resiliency Committee is transparent government. Mr. Taranto said he reviewed the quote item by item. He advised the microphone in the alternate quote is the same microphone the Council is currently using, and a microphone is very important. Mr. Taranto explained that I.M. Solutions provides many options. He said the labor is high, but the job is high and technical, and all the equipment is priced under M.S.R.P.

**Councilmember Wright amended the motion to proceed with the I.M. Solution's quote, provided they assign the manufacturer's warranty for the components to the Town, they facilitate replacement of those components in a timely manner, and Town Manager Casey to request a three year labor warranty, the Council authorizing him to negotiate a different warranty term if the three year warranty is not accepted.**

**Ayes: McDermott, Glass, Wright, Strand, and Miller**

**THE MOTION CARRIED UNANIMOUSLY. (5 TO 0)**

**E. New Business:**

1. Rough Draft of the 2024 Capital Improvement Plan- Mayor McDermott tabled this item until the January 10, 2024 meeting.
2. C.I.P.P. lining for the Stormwater pipes at 607 South Riverside Drive and South Ramona Avenue between Sixth and Seventh Avenue.

**Motion by Deputy Mayor Glass, seconded by Councilmember Strand, to approve the repair for the Stormwater pipes at 607 South Riverside Drive and South Ramona Avenue between Sixth and Seventh Ave using C.I.P.P. lining and accept the quote from Shenandoah Construction.**

Discussion ensued and the following items were discussed:

- McDermott explained the C.I.P.P. lining repair.
- Councilmember Strand advised this is the best solution.
- Town Manager Casey explained the cost savings.
- Councilmember Strand explained that if the exterior pipe fails the inner pipe remains intact and functional.
- Town Manager Casey explained the C.I.P.P. lined pipes do not have joints which are often locations of failure.
- The Town is "piggy backing" off of an existing South Florida Contract with Shenandoah Construction.

**Ayes: McDermott, Glass, Wright, Strand, and Miller**  
**THE MOTION CARRIED UNANIMOUSLY. (5 TO 0)**

**\*Meeting out of agenda order\***

**4. Approve Resolution 03-2024 Fund Balance Forward-**

Discussion ensued and the following items were discussed:

- Town Manager Casey explained the Resolution is required by the auditors.
- The Town has \$100,000 in reserve.
- Mayor McDermott confirmed with Town Manager Casey that it was an accounting technicality.
- Councilmember Strand confirmed that this is money “ear marked” for certain projects.
- Town Manager Casey advised an emergency could require the “ear marked” to be reallocated.

**Motion by Councilmember Strand, seconded by Councilmember Wright, to approve Resolution 03-2024 as stated in Council Packet.**

**Ayes: McDermott, Glass, Wright, Strand, and Miller**

**THE MOTION CARRIED UNANIMOUSLY. (5 TO 0)**

**3. Proposed Charter Amendment-**

Attorney Gougelman explained the case law that prompted the change to the Charter. Attorney Gougelman said the Town needs to make sure our Charter requires a continuous year of residency prior to qualifying which will require the Charter amendment to be put on the ballot for the upcoming election. An ordinance needs to be approved to add the amendment to the ballot.

**By consensus, the Town Council requested Attorney Gougelman draft an ordinance for the Charter amendment.**

**F. Administrative Reports:**

1. Town Attorney- No Report
2. Town Manager- Town Manager Casey advised due to a recent court action, Jason Steele was temporarily not the Town Lobbyist, but Mike Haridopolos is still an option. The Fire Chief position closes out Friday, we have several qualified applicants and anticipate bringing the final applicant to the Town Council in February for a vote to approve.

**G. Council Reports:**

1. Mayor McDermott- No Report
2. Deputy Mayor Glass- Deputy Mayor Glass thanked Joe Gervais for an amazing display at Nance Park.

3. Councilmember Wright- Councilmember Wright gave a shout out to Joe Gervais for being featured in Indialantic Magazine, thanked Julie McKnight for her time on the Town Council and thanked town hall staff.
4. Councilmember Strand- Councilmember Strand encouraged everyone to get involved with the Space Coast League of Cities. Councilmember Strand thanked Julie McKnight for her time on the Town Council.
5. Councilmember Miller- Councilmember Miller told Julie McKnight he had hoped to serve on the Town Council with her and said she did an amazing job. He thanked Joe Gervais for his hard work on Nance Park. Councilmember Miller invited everyone to the Holiday Golf Cart Parade on December 22, 2023, and told everyone to meet at 5:45 p.m. at Orlando Park. Councilmember Miller stated that he will donate his Town Council salary back to the general fund.

#### **H. Staff Reports:**

1. Chief Connor- No Report
2. Joseph Gervais- No Report

#### **I. Adjournment:**

There being no further discussion, the meeting was adjourned at 8:32 p.m.

Mark McDermott, Mayor. Signature on file.

Attested by: Mollie Carr, Town Clerk. Signature on file.



## TOWN OF INDIALANTIC

216 Fifth Avenue, Indialantic, Florida 32903  
321-723-2242 Fax 321-984-3867

**MAYOR**  
Mark McDermott  
**DEPUTY MAYOR**  
Stuart Glass  
**COUNCIL MEMBERS**

Doug Wright  
Loren Strand  
Brett Miller  
Michael L. Casey, Town Manager  
Mollie Carr, Town Clerk

David A. Justice  
104 Eighth Avenue  
Indialantic, Florida 32903



December 20, 2023

Dear Mr. Justice:

On behalf of the Indialantic Town Council, we would like to thank you for your service on the Board of Adjustment.

Your term will expire on February 20, 2024, but we hope you are willing to be reappointed to this very important Board.

If you would like to continue serving, please sign below and return to Town Hall. Your reappointment will go before the Town Council on February 14, 2024.

*Attached to this letter you will find a "contact information update" form. It is requested that you return the form with any changes and your signed appointment confirmation.*

Again, thank you for your past service.

Sincerely,

*Victoria Mercer*

Administrative Assistant

☒ Yes, I would like to be reappointed to the Board of Adjustment.

☐ No, unfortunately I am unable to continue at this time.

  
Signature

12/20/2023

Date



## TOWN OF INDIALANTIC

216 Fifth Avenue, Indialantic, Florida 32903

321-723-2242

Fax 321-984-3867

### MAYOR

Mark McDermott

### DEPUTY MAYOR

Stuart Glass

### COUNCIL MEMBERS

Julie McKnight

Doug Wright

Loren Strand

Michael L. Casey, Town Manager

Mollie Carr, Town Clerk

Laura Baughn  
460 Watson Drive  
Indialantic, Florida 32903



November 02, 2023

Dear Ms. Baughn:

On behalf of the Indialantic Town Council, we would like to thank you for your service on the Parks, Recreation and Beautification Committee.

Your term will expired on September 09, 2023, but we hope you are willing to be reappointed to this very important Committee.

If you would like to continue serving, please sign below and return to Town Hall. Your reappointment will go before the Town Council on November 08, 2023.

*Attached to this letter you will find a "contact information update" form. It is requested that you return the form with any changes and your signed appointment confirmation.*

Again, thank you for your past service.


Sincerely,

# Victoria Mercer

Administrative Assistant

☒ Yes, I would like to be reappointed to the Parks, Recreation and Beautification Committee

☐ No, unfortunately I am unable to continue at this time.

  
Signature

12/20/2023  
Date





## TOWN OF INDIALANTIC

216 Fifth Avenue, Indialantic, Florida 32903  
321-723-2242 Fax 321-984-3867

### MAYOR

Mark McDermott

### DEPUTY MAYOR

Stuart Glass

### COUNCIL MEMBERS

Doug Wright

Loren Strand

Brett Miller

Michael L. Casey, Town Manager

Mollie Carr, Town Clerk

Pam Dunn  
330 Tampa Avenue  
Indialantic, Florida 32903



December 20, 2023

Dear Ms. Dunn:

On behalf of the Indialantic Town Council, we would like to thank you for your service on the Heritage Committee.

Your term will expire on February 20, 2024, but we hope you are willing to be reappointed to this very important Committee.

If you would like to continue serving, please sign below and return to Town Hall. Your reappointment will go before the Town Council on February 14, 2024.

*Attached to this letter you will find a "contact information update" form. It is requested that you return the form with any changes and your signed appointment confirmation.*

Again, thank you for your past service.

Sincerely,

*Victoria Mercer*

Administrative Assistant

☒ Yes, I would like to be reappointed to the Heritage Committee.

☐ No, unfortunately I am unable to continue at this time.

*Pam Dunn*  
Signature

*Dec. 22, 2023*  
Date

## Agenda Item B-3

**SUBJECT: Resolution No. 04-2024- FDOT Fifth Avenue Road Resurfacing and Improvement**

**Staff Report – Town of Indialantic Meeting Date: January 10, 2023**

**Summary:**

On December 13, 2023, the Town Council voted unanimously to advise F.D.O.T. to proceed with the Fifth Avenue road resurfacing and improvement as presented to Council minus the installation of the speed tables.

**Recommendation:**

Adopt Resolution No. 04-2024- FDOT Fifth Avenue Road Resurfacing and Improvements.

MOTION:

**Adopt Resolution No. 04-2024- FDOT Fifth Avenue Road Resurfacing and Improvements.**

Submitted by:

Mollie Carr  
Mollie Carr  
Town Clerk

Approved for agenda:

Michael Casey  
Michael L. Casey  
Town Manager

## RESOLUTION NO. 04-2024

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, PROVIDING GUIDANCE TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE ROAD RESURFACING AND IMPROVEMENT PROJECT KNOWN AS FPID NO. 442883-1, ON FIFTH AVENUE (U.S. 192) FROM RIVERSIDE PLACE TO MIRAMAR AVENUE (S.R. A1A); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Indialantic finds it in the best interest of the Town to provide input to the Florida Department of Transportation regarding proposed road resurfacing and improvements on Fifth Avenue, also known as U.S. 192/S.R. 500 from Riverside Drive to Miramar Avenue (State Road A-1-A) (herein: “Fifth Avenue” or the “Fifth Avenue Corridor”); and

**WHEREAS**, the Fifth Avenue Corridor is operated, maintained, and subject to the jurisdiction of the FDOT but is the major East/West roadway within the incorporated limits of the Town of Indialantic and forms the heart of the Town’s business district; and

**WHEREAS**, as such Fifth Avenue is within the jurisdictional limits of the Town and any decision regarding Fifth Avenue is a major focal point of concern to the Town, its businesses, and its residents; and

**WHEREAS**, the Fifth Avenue Corridor connects State Road A-1-A to the U.S. 192/Melbourne Causeway bridge and as such is a major hurricane evacuation route for the Brevard County South/South Beaches, a roughly 15 +/- mile long area; and

**WHEREAS**, the Town Council desires to work with FDOT to promote public safety for pedestrians while improving roadways and the flow of traffic and to increase the visibility of businesses within the Town’s business district; and

**WHEREAS**, pedestrian crosswalks are proposed mid-block between North/South Riverside Drive and North/South Ramona Avenue, North/South Ramona Avenue and North/South Palm Avenue, North/South Palm Avenue and North/South Shannon Avenue, and North/South Shannon Avenue and North/South Miramar Avenue (State road A-1-A) (herein: the “Crosswalks”); and

**WHEREAS**, pedestrian crosswalks at North/South Palm Avenue across Fifth Avenue also represent a school crossing for elementary age school children and is at the center of a reduced speed 15 MPH school crossing zone (herein: the “School Crossing Zone”); and

**WHEREAS**, the Town supports the resurfacing of the Fifth Avenue Corridor, supports the concept of mid-block pedestrian crosswalks, supports the erection and use of Rectangular Rapid Flashing Beacons (“RRFB”) for traffic calming and pedestrian safety at the four Crosswalks, supports the erection and use of the Pedestrian Hybrid Signal (“PHB”) signal at North/South Palm Avenue School Crossing Zone; and supports a reduced speed limit of 30 MPH on the Fifth Avenue Corridor between Riverside Drive to Miramar Avenue (State Road A-1-A); and

**WHEREAS**, the Town finds that a reduced 30 MPH motor vehicle speed limit may increase pedestrian safety, but the primary goal of the reduced speed limit is primarily to increase visibility of individual businesses along the Fifth Avenue Corridor in an effort to improve the economic order of the

Town and to assist in providing for the success of the business/commercial community along Fifth Avenue; and

**WHEREAS**, the Town also supports the FDOT plan of reconstructing designated pedestrian curb ramps and driveways to comply with current ADA standards, modifying existing drainage, and upgrading pedestrian lighting; and

**WHEREAS**, the FDOT has proposed speed tables, speed humps, speed bumps, or raised crosswalks on the Fifth Avenue Corridor, or at the location of the proposed new Crosswalks; and

**WHEREAS**, the Town Council has sampled public opinion of Town residents and business operators and finds overwhelming and substantial opposition to the use of speed tables, speed humps, speed bumps, or raised crosswalks, anywhere on Fifth Avenue and at the location of the proposed new Crosswalks; and

**WHEREAS**, the Town Council finds that speed tables, speed humps, speed bumps, or raised crosswalks, will have a negative effect on emergency evacuation from the South, South Beaches; and

**WHEREAS**, the Town Council finds that the use of speed tables, speed humps, speed bumps, or raised crosswalks, may actually have the effect of causing motor vehicle operators who might otherwise use businesses on the Fifth Avenue Corridor to avoid the Fifth Avenue Corridor altogether, except for the purpose of using the Melbourne Causeway bridge; and

**WHEREAS**, avoidance of businesses on the Fifth Avenue Corridor would prove deleterious to the promotion of the economic order of the Town; and

**WHEREAS**, given the aforementioned factors, the Town Council affirmatively opposes the use of speed tables, speed humps, speed bumps, or raised crosswalks, on Fifth Avenue; and

**WHEREAS**, the Town Council recommends use of high quality “in lay” decorative bricks and stripping be used to mark the location of the Crosswalks; and

WHEREAS, the “in lay” bricks should not be “stamped” or having a cheap or inferior quality; and

**WHEREAS**, the “in lay” decorative bricks should be constructed in such a manner so as not to be raised or otherwise cause a speed hump, speed bump, speed table, or raised crosswalk effect on Fifth Avenue; and

**WHEREAS**, the Town Council finds that the use of “in lay” decorative bricks might actually have some traffic calming effects, albeit minor in nature, but more importantly, it will improve the aesthetic quality of the Fifth Avenue Corridor; and

**WHEREAS**, in an effort to avoid future objections or complaints from the Town, the Town Council requests that the FDOT submit to the Town detailed examples of the Crosswalk stripping and “in lay” brick system before installation; and

**WHEREAS**, the Town Council would like to thank FDOT for its coordination with the Town, listening to the Town Council, Town residents, and Town business owners, as a part of this project; and

**WHEREAS**, the Town would specifically like to thank FDOT's Operations Engineer Suzanne Phillips for her responsive actions and assistance to the Town.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Indialantic, Florida:

**SECTION 1.** Each and all of the foregoing recitals ("WHEREAS" clauses) be and the same are declared to be true and correct and are incorporated herein.

**SECTION 2.** The Town recommends and approves of the following improvements on the Fifth Avenue Corridor shall be implemented:

- a) 30 MPH speed limit on the Fifth Avenue Corridor.
- b) RRFB's for all midblock crossings to include Z-Configurations, in-road lighting, and roadway striping on the Fifth Avenue Corridor.
- c) Pedestrian Hybrid Beacon at the Palm Avenue intersection.
- d) Use of "in lay" bricks of a high quality to denote the Fifth Avenue Crosswalks.
- e) reconstructing designated pedestrian curb ramps and driveways on the Fifth Avenue Corridor to comply with current ADA standards, modifying existing drainage, and upgrading pedestrian lighting.

**SECTION 3.** The Town recommends against and opposes use of the following speed humps, speed bumps, speed tables, or raised crosswalks, at the Fifth Avenue crosswalks or on the Fifth Avenue corridor. The Town Council also recommends against and opposes the use of a cheap appearance or "stamped" "in lay" brick system for denoting Crosswalks.

**SECTION 4.** Severability Clause. In the event that any term, provision, clause, sentence or section of this Resolution shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Resolution, and this Resolution shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did not exist.

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

PASSED and ADOPTED this 10<sup>th</sup> day of January 2024.

\_\_\_\_\_  
Mark McDermott, Mayor

Attested by:

\_\_\_\_\_  
Mollie Carr, Town Clerk

Agenda Item B-4

**SUBJECT: Resolution No. 05-2024- Building Department Fee Schedule**

**Staff Report – Town of**

**Meeting Date: January 10, 2023**

**Indialantic Summary:**

The revision/addition to the Building Department Fee Schedule addresses the reimbursement to the Town for the expenses accrued during the planning and redevelopment phase of projects within the Town. The addition to the Building Department Fee Schedule was made in part to address the extensive expense to the Town for professional services related to the re-platting of parcels during redevelopment.

**Recommendation:**

Adopt Resolution No. 05-2024- Building Department Fee Schedule

MOTION:

**Adopt Resolution No. 05-2024- Building Department Fee Schedule**

Submitted by:

Approved for agenda:

Mollie Carr  
Mollie Carr  
Town Clerk

Michael Casey  
Michael L. Casey  
Town Manager

## RESOLUTION NO. 05-2024

A RESOLUTION OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, IMPLEMENTING SECTION 103-11, TOWN CODE; AMENDING THE APPLICATION AND PERMIT RATE SCHEDULE FOR APPLICATION, PLAN REVIEW, ADMINISTRATIVE AND INSPECTION FEES; MAKING FINDINGS; SETTING FEES FOR BUILDING, PLUMBING, ELECTRICAL, MECHANICAL AND GAS PERMITS; REPEALING ALL PREVIOUS RESOLUTIONS RELATING TO SECTION 103-11; PROVIDING A SEVERABILITY/INTERPRETATION CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, it is in the public's best interest to set user fees so that individuals that utilize a certain service pay directly for that service; and

WHEREAS, a review of established Town fees reflects that current fees do not cover the work involved in processing applications for certain permits; and

WHEREAS, if service users fail to pay the cost for permit issuance the burden of funding permit issuance costs falls to all taxpayers – even those not utilizing the service; and

WHEREAS, the application, plan review, administrative and inspection fee schedule and charges for mechanical and gas permits was adopted on December 1, 2022 by Town Council Resolution No. 13-2022; and

WHEREAS, the Town Council deems it necessary to further amend the fee schedule to provide for the recoupment of expenses paid to Town consultants for Development and Development Permit review, analysis, and processing, See Section 2.E. of this Resolution; and

WHEREAS. The Town Council finds that this resolution will assist in balancing the budget with regard to specific services provided for individuals, and it will assist in providing for Development and Development Permit review, analysis, and processing, which is revenue/expense neutral to the Town for provision of this service; and

WHEREAS, as such the Town Council finds that this will promote the economic order of the Town by providing a revenue/expense neutral service and will promote the public safety by providing for compensation of an additional facet of Development and Development Permit analysis, review, and processing.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Indialantic, Florida, that:

**SECTION 1.** That Res. 92-7, Res. 05-08, Res. 07-02, Res. 09-06, Res. 10-05, Res. 11-03, Res 13-05, Res 15-09, Res 17-06, Res 01-2020 and any other previous resolutions relating to Sec. 103-11 are hereby repealed. Each and all of the recitals (“WHEREAS” clauses) above are hereby incorporated herein. As used in this Resolution the terms “Development” and “Development Permit” shall be defined as set forth in Section 163.3164, Florida Statutes, as amended from time to time.

**SECTION 2. PERMIT/APPLICATION FEES SET.** The Town of Indialantic shall charge the following rates for the following types of permits:

A) Permit Fees by Valuation: On all buildings, structures or alterations requiring a building permit, a fee set forth below shall be paid at the time that the permit is issued [this includes, but is not limited to, pools (which includes all related electrical, plumbing, and concrete deck work), spa, screen room, shed, fence, wall, sea wall, dock/wharf, roof, parking lot, driveway]:

<u>Valuation</u>	<u>Fee Amount</u>
\$500.00 or less	\$45.00
\$501.00 to and including \$1,000.00	\$60.00
\$1,001.00 to and including \$2,000.00	\$75.00
\$2,001.00 to and including \$20,000.00	\$75.00 for the first \$2,000.00 and \$5.00 for each additional \$1,000.00 or fraction thereof to and including \$20,000.00
\$20,001.00 to and including \$100,000.00	\$165.00 for the first \$20,001.00 and \$5.00 for each additional \$1,000.00 or fraction thereof to and including \$100,000.00
\$100,001.00 to and including \$500,000.00	\$565.00 for the first \$100,001.00 and \$4.00 for each additional \$1,000.00 or fraction thereof to and including \$500,000.00
\$500,001.00 and up	\$2,165.00 for the first \$500,001.00 and \$3.00 for each additional \$1,000.00 or fraction thereof

The total valuation for assessment of permit fees for new structures shall be based on the latest valuation data published by the International Code Council (I.C.C.).

For construction work not addressed in the latest valuation data published by the I.C.C., such valuation shall be based upon the actual construction contract price, with satisfactory evidence of same being submitted to the building official, or a construction cost estimate made by the building official, except as otherwise provided in this section.

B) Plan Checking Fee: In addition to any fee or fees charged in Section A “Permit Fees by Valuation” as noted above, a plan checking fee equal to ½ (one-half) of the building permit fee shall be charged when the valuation of the proposed construction exceeds \$1,000.00 and plans/specifications are required to be submitted. A “Plan Checking Fee” in the amount of the actual expense incurred shall apply when plans/specifications are reviewed by the Town Engineer and/or third party review agency. A “Plan Checking Fee” shall apply only to commercial, professional office, institutional, and residential construction.

C) Miscellaneous Fees: In addition to any fee or fees as required in sections A and/or B as noted above, the following fee(s) shall be paid at the time that the permit is issued [note: re-roofing,



remodeling, alterations, additions, and repair permits (except for mechanical repairs) be paid in accordance with sections A and B as noted above].

<u>Item</u>	<u>Fee</u>
Plumbing (new) residential per bathroom	\$60.00
Plumbing (new) hotel/motel per unit	\$60.00
Plumbing (new) commercial per bathroom	\$60.00
Electrical (new) single family	\$100.00
Electrical (new) multi-family per unit	\$75.00
Electrical (new) hotel/motel per unit	\$60.00
Electrical (new) commercial per unit	\$60.00
Mechanical (new) residential per unit	\$75.00
Mechanical (new) hotel/motel per unit	\$50.00
Mechanical (new) commercial per system	\$50.00

Plumbing and/or electrical work proposed within the existing structure and not included in an addition will have the fee determined based on valuation. Mechanical work proposed within the existing structure and not included in an addition will have a \$75.00 fee. Plumbing, electrical, and/or mechanical work proposed for an addition, or for adding a bathroom within an existing structure, will be assessed a permit fee based on valuation as well as for fees as reflected in Section C as noted above.

New address assignment fee per request	\$100.00
Moving of Building	\$150.00
Demolition of Building	\$100.00
Construction Office Trailer Installation	\$100.00
Fire Alarm Permit	(fee included in the valuation schedule)
Fire Sprinkler Permit	(fee included in the valuation schedule)
LP/Natural Gas connection	(fee included in the valuation schedule)

Re-inspection fee (required when extra inspection trips are necessary due to partial inspections, wrong address, second call on rejected or condemned work, additional work done after inspection has been made, or work not ready for inspection when called—the fee shall be paid in advance for each additional inspection trip)

First re-inspection	\$50.00
Second re-inspection	\$75.00
Third re-inspection	\$100.00
Temporary Electrical Service	\$15.00
Re-permitting (a new permit issued to replace an expired permit for the same project)	(fee shall equal 50% of the original permit fee)
Work started prior to issuance of required permit	double permit fee
Final Inspection (Fine for failure to obtain a final approved inspection for a permit before it expires—no further permits may be issued to any contractor or permit applicant with an outstanding fine or to any contractor with an expired permit due to failure to obtain a final inspection)	\$100.00
Plan revision after permit issued	\$50.00
Pre-build/Pre-plan conference	\$50.00 per hour
Contractor/subcontractor/owner change	\$30.00
Permit extension prior to expiration	\$30 per 30 day extension maximum 3 extensions
Signs	fee to be determined based on valuation in accordance with schedule in Section A
Surcharge fee:	3.0% or minimum of \$4.00

Should a dispute arise with regard to the fee amount that is required, the applicant may request a hearing before the Town's Board of Adjustment.

All subcontractors intended for use will be listed with each subcontractor's State License Number on the application. When a change in subcontractor is made, it is the responsibility of the permit applicant to notify the Building Department in writing, on a "Notice of Contractor Change" form.

D) Zoning and Planning: the following fees and charges in connection with matters pertinent to Comprehensive Plan amendment requests, zoning petitions, interpretations, variances and appeals are established:

- a) Application for amendment to Comprehensive Plan, \$4,000.00
- b) Application for rezoning to the Zoning and Planning Board/Local Planning Agency and the Town Council, \$4000.00
- c) Application for a variance to the Board of Adjustment, \$500.00

- d) Appeal of administrative decision (e.g. appeals from the final decisions of the Building Official or of the Town Manager with regard to the color code) to the Board of Adjustment, \$250.00
- e) Appeal of decision of the Zoning and Planning Board, \$350.00
- f) Determinations as to the exact meaning, intent and purpose (aka interpretation) of the provisions of Code Chapter 113 and determinations as to the exact location of boundaries of zoning districts, \$350.00
- g) Application for site plan commercial or multifamily \$500.00
- h) Site plan modification \$250.00

E) Attorney, Engineer, Surveyor, or other Town independent Consultant Review Related To A Development Project. With regard to the review of any application, research or work undertaken to assist in processing of any application, surveying, engineering, or creation of a document, which takes more than 15 total minutes of time, the applicant for a Development Permit shall be responsible for reimbursing the Town for the Town's payment of fees to the Town's engineering, surveying, legal/attorney, or other independent consultant. The fees shall be passed-thru to the applicant at exactly the rate charged to the Town, for which the rate is usually much lower than private sector clients may have to pay. A non-all inclusive list of examples of work might include review and certification of a proposed plat by the Town's surveyor, architectural analysis by an architect, stormwater engineering analysis by the Town engineer, or preparation of a stormwater maintenance agreement or plat/subdivision review by the Town's attorney.

The Town may require the Development Permit applicant to make a deposit of funds for any Development project, the review of which by the Town's attorney, engineer, surveyor, or other consultant, is estimated by the Town Manager, or said Manager's designee, to exceed \$250. The deposit amount shall be estimated by the Town Manager, or said Manager's designee, based on the type of review anticipated, the rates then in effect to compensate the Town's consultant, and similar types of expenses previously made by a consultant . At the completion of Development project review and receipt of the final billing related to the Development project from the Town's consultants and settlement of said billings from funds on deposit, any remaining funds of the Development Permit applicant on deposit shall be returned to the Development Permit applicant.

### **SECTION 3. Severability/Interpretation Clause.**

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

**SECTION 4. Effective Date.** This Resolution shall become effective upon adoption on January 10, 2024.

PASSED and ADOPTED this 10<sup>th</sup> day of January, 2024.

TOWN OF INDIALANTIC

\_\_\_\_\_  
Mark McDermott, Mayor

ATTEST: \_\_\_\_\_  
Mollie Carr, Town Clerk

## Agenda Item B6

### **SUBJECT: Dart Firearms Training Simulator**

**Staff Report – Town of Indialantic**

**Meeting Date: January 10, 2024**

#### **Summary:**

The police department wishes to purchase a DART Firearms Training Simulator. The cost of the system is \$14,999. The police department has received a donation of \$10,000 from a citizen for the purchase and an additional \$4,999 would come out of the police department training budget. Chief Connor has written a memo which is attached stating the needs and purposes of the equipment.

#### **Recommendation:**

Approve Purchase

<b>MOTION: Approve Purchase</b>
---------------------------------

Submitted by:

Approved for agenda:

Mollie Carr  
Mollie Carr  
Town Clerk

Michael Casey  
Michael L. Casey  
Town Manager



# INDIALANTIC POLICE DEPARTMENT

## MEMORANDUM

**Michael A. Connor**  
CHIEF OF POLICE

To: Michael Casey, Town Manager

From: Michael Connor, Chief of Police

Date: December 28, 2023

Subject: DART Firearms Training Simulator

I wish to purchase a DART Firearms Training Simulator for use within the Indialantic Police Department. This training simulator will be used in the agency's training room and will facilitate firearms training at any time of the day or night; thus, increasing officer firearms proficiency, officer safety and confidence in firearms-related skills. This system utilizes a short-throw projector, speakers, proprietary software, two laser training weapons similar to Gen5 Glock 17 pistols (the current duty-issue sidearm), four magazines for those pistols, and one AR-15 conversion kit for the officers to use their duty-issued or personally-owned rifles on the training system.

Currently, the Indialantic Police Department uses the Palm Bay Police range to conduct its firearms training: subject to scheduling, weather conditions, overtime concerns, etc. While the Palm Bay range will still be used for annual live-fire qualifications, this training simulator will allow for ongoing and cost-effective training for all officers. It will also satisfy the CJSTC's discretionary shooting qualification requirement.

Our agency's certified firearms instructors will receive a full day of training on the use of the system and its applications at DART's facility in Lake Mary, Florida before the simulator is implemented.

I bring this before you in accordance with Indialantic Resolution 03-2023, as the system costs \$14,999.00 (this is the full package and includes a \$3,546.00 discount), and it was not a budgeted item for FY23/24. I have been approached by an individual who wishes to donate \$10,000 toward the system, and I would cover the remaining \$4,999 out of my training line item (521.550).

I am requesting this be added to the January 10, 2024 regular council meeting for council's consideration and vote to approve. I will be at the meeting to answer any questions you or council may have.



# Quote

**From:**

Remit Payment To | checks payable to "Digimation"

Digimation | DART Range

1705 W. Lake Mary Blvd.

Lake Mary, Florida 32746

(407) 833-0600

Federal Tax ID 72-126 2714

Quote Number	1503-7913
Quote Date	December 28, 2023
Valid Until	December 29, 2023
<b>Total</b>	<b>\$14,999.00</b>

**To:**

Indialantic Police Department

tweber@indialantic.com

Hrs/Qty	Service	Rate/Price	Sub Total
1	DART Training Simulator DART System with short-throw projector, speaker, hard case, cables, and surge protector.	\$9,995.00	\$9,995.00
1	DART Studio Software with enhanced capabilities for creating scenario-type situations using realistic-looking TruTargets.	\$2,000.00	\$2,000.00
1	DART Training Academy *Discounted \$2,046 below* Individual training modules consisting of video instruction and customized drills designed to focus on specific real-world learning objectives.	\$3,000.00	\$3,000.00
2	Laser Training Weapon S115 Equivalent to Gen5 G17, G20, G21, G22, G31, and G37 training weapon with IR laser	\$700.00	\$1,400.00
4	Extra Magazine for S115 Extra magazine for training weapon	\$50.00	\$200.00
1	Blackbeard AR-15 Conversion Kit Conversion kit for AR-15 rifle. Only for gas-operated systems.	\$300.00	\$300.00
1	Visible Weapon *Discounted \$500 below* Simulates the mechanics of the Glock 19 including its individual parts, function, field stripping, and cycle of operation.	\$500.00	\$500.00
1	DTA De-Escalation Training *Discounted \$500 below* Video-based instruction on de-escalation best practice	\$500.00	\$500.00
1	Pistol Drills *Discounted \$500 below* 30 assorted pistol drills.	\$500.00	\$500.00
1	Shipping UPS Ground	\$150.00	\$150.00

Sub Total	\$18,545.00
Tax	\$0.00
Discount	<b>-\$3,546.00</b>
<b>Total</b>	<b>\$14,999.00</b>

Questions? Contact Dave Nielsen at [daven@dartrange.com](mailto:daven@dartrange.com) or (407) 280-1169.

Thanks for choosing DART | [hello@dartrange.com](mailto:hello@dartrange.com)



FREE DART Technical Training offered in Lake Mary, Florida (within 1 year of purchase)

7% sales tax for all Florida businesses without tax-exempt status.

**\*\*3% processing fee will be added for credit card payments\*\***

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Thank you for your interest in DART Range!

DART is a big step forward for firearms training that comes in a very small package. Because DART is different from other firearms training simulators that you may be familiar with, we have created a general information packet to give you a detailed overview of our product and what it offers. This package includes:

- Introductory Letter
- DART Brochure
- DART Specification Sheet
- Sole Source Letter
- Skills Mastery List
- Customer Quotes
- Budget Justification Document
- Digimation W-9 Form
- Lease to Own Information

If you would like further information or a customized quote, please don't hesitate to contact us.

To schedule an online demo, visit [dartrange.com/book](http://dartrange.com/book).

Thank you again for your interest and for what you do!

Dave Nielsen  
Vice President of Sales  
[daven@dartrange.com](mailto:daven@dartrange.com)

Schedule an onsite or online  
demo at [dartrange.com/book](http://dartrange.com/book)



# CONFIDENCE THROUGH FREQUENT PRACTICE.

DART Range is the only firearms training system that is practical enough to use every day and capable of supporting intense training in a wide range of critical skills.

From basic qualification courses to full scenarios with customizable human subjects and environments, DART provides more time on trigger in an easy-to-use, safe, and extremely cost effective way.

See for yourself by scheduling a brief online demo and learn how DART can help your officers stay highly trained and always ready. Learn more at [dartrange.com](http://dartrange.com).

**DART**<sup>TM</sup>  
**Simulation Training**



## **DART™ Firearms Training Simulator**

Virtual range training has proven to be an effective tool for providing more frequent, more intense weapons training without the cost, logistic problems, or safety concerns of a live-fire range.

The DART firearms training simulator offers all the benefits of virtual range training at a price affordable for departments of any size.

Built around innovative computer hardware, the DART system includes realistic digital range software and powerful course editing capabilities that allow the creation of limitless courses of fire –each with their own graphics, rules, and targets.

- Train in a completely safe environment
- Requires very little space to set up
- Overtime expenses reduced
- Ammunition costs and range fees reduced
- Weapons maintenance costs reduced
- Marksmanship and judgmental training
- Training can be conducted during work shift
- The most affordable professional system available

## **DART Hardware**

We believe that training should go to the people, not the other way around. That's why DART was designed with mobility in mind. In fact, it's the first firearms simulator to integrate computer and optical components in a package this small.

- Size 6 x 3.5 x 4.5 inches
- Weight 1.9 pounds
- Integrated IR camera and Windows computer
- Soft-sided carrying case
- One-year warranty

## **DART Hardware Accessories**

- A variety of IR training weapons
- HDMI projector
- Hard-sided travel case

## **DART Range™**

DART Range is the heart of the DART system and allows you to practice marksmanship and critical firearms skills on a realistic digital replica of a live-fire range. Load pre-made courses of fire, or create your own using DART Creator/Studio.

- Easy to setup and use by a single person
- Fast and accurate shot detection
- Run unlimited courses created in DART Creator
- Simple calibration process

## **DART Creator™**

DART Creator is included with every DART system. It is used to develop and customize basic courses of fire specific to department training objectives.

Courses are made up of one or more stages – each with its own range settings, target, scoring options, requirements, and rules. Creator's powerful features are rolled up in an interface that is exceptionally easy to use. With DART Creator, you'll be creating specialized training courses in minutes.

- More than 100 real-world targets
- Create courses with up to 30 stages
- Simulated recoil replicates weapon recoil
- Set max shots and time allowed
- Set minimum shots required in specific zones
- Create your own targets with the Target Editor

## **DART Studio™ (optional)**

DART Studio is a more powerful version of DART Creator used to create an expanded variety of courses, scenarios, and simulations that go well beyond qualification courses.

DART Studio includes all of the features found in DART Creator and adds options for realistic people (known as TruTargets™), multiple targets per stage, and moveable props and buildings.

- TruTargets can change from non-threat to threat
- Targets respond to lethal and non-lethal hits
- Use up to ten targets per stage
- Each target can move along its own path
- Combine traditional targets with 3D TruTargets
- Select from 65 pre-built wall and room props

## **DART Trace™ (optional)**

DART Trace is a shot tracking extension that tracks the movement of a firearm during all phases of a shot: target acquisition, aim, trigger pull, and follow through. Once a shot is made, the shooter's aim point can be replayed in real-time along with various data points, which can be used to analyze shooting performance.

## **DART Training (optional)**

Available on-site or at our offices in Orlando, Florida.

**DART**<sup>TM</sup>  
**Simulation Training**

Learn more at [dartrange.com](http://dartrange.com)

To Whom it May Concern:

Digimation (dba DART) is the manufacturer and sole source provider of the following products:

- DART Range Training Simulator (hardware)
- DART Range (software)
- DART Creator (software)
- DART Studio (software)
- DART Trace (software)
- DART Trace Training Pistol (hardware)
- DART Trace Training Rifle (hardware)
- Visible Weapon (software)
- DART Training Academy (software)

This letter is to confirm that the DART Training Simulator is a sole source product manufactured, sold, and distributed exclusively by Digimation, Inc.

No other company makes a similar product that utilizes 3D graphics as the simulation engine, provides an editor to build and edit 3D simulations, and features hardware measuring 6 x 6 x 6 inches or smaller. The DART system must be purchased directly from Digimation as there are no third-party resellers for this product.

If you desire additional information, please see the attached specification sheet, visit our website at [dartrange.com](http://dartrange.com), or contact us directly.

Thank you for your interest in our products.

David Avgikos  
President  
[davida@digimation.com](mailto:davida@digimation.com)

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A mastery list showing some of the skills that can be practiced using DART Range.

- Accuracy/Marksmanship
- Breathing
- Clearing/handling malfunctions
- Decision-making
- Directional shooting
- Discretionary shooting - shoot/no shoot (with and without stress)
- Disorientation and recovery
- Double taps/controlled pairs
- Draw fluidity
- Draw speed
- Dynamic entry vs. stealth entry
- Dynamic movement (i.e. lateral movement)
- Economy of motion
- Field stripping
- Fine motor skills vs. gross motor skills
- Focus
- Grip
- Hip shooting
- Holstering
- Long walls vs. short walls
- Long-range weapons
- Nighttime shooting/shooting in the dark/shooting with a flashlight
- Physical dexterity
- Positional shooting - seated, supine, etc.
- Reacquiring target - simulated recoil
- Recovery
- Reloading (with and without stress)
- Room entry
- Shooting speed
- Sight picture/alignment
- Situational awareness
- Smooth transitions
- Stance/body positioning
- Target acquisition
- Target recognition
- Transitioning
- Trigger control
- Walking/running
- Weak-hand shooting
- Weapon handling (with and without stress)

**Highly Trained. Always Ready.**



"DART is always set up and accessible to our officers allowing them to achieve the level of skill they aspire to. and we have seen a significant improvement in marksmanship during qualification after a mandated DART initiative."

**Chief Adam Bolton - Umatilla Florida Police Department**

"DART allows our officers to be exposed to much more firearms training with a significant decrease in cost and man hours."

**Lt. Colonel Tom Burrell - Pennsylvania Bureau of Law Enforcement**

"Certain training drills are a must. Some are inherently more dangerous than others like off-hand shooting, malfunctions, and reloading. Using the DART system allows us to train and practice these drills anytime and anywhere and under conditions which give more control and reduces liability. This system is a must have."

**Lt. Derrick Becton - Altamonte Springs Police Department**

"We're just scratching the surface of the possibilities this system offers, they are endless. The benefits for us have been seen immediately on the range during live fire and have assisted many of our shooters. Our virtual round count is almost 30,000 virtual rounds as of this week."

**Donald Kiefhaber - Range Master, St. Petersburg College of Public Safety**

"The key to the DART Range Training System is using it to practice and improve. There is no other product in the world, that I am aware of, that allows any department, big or small to finally coach and the train the way we should."

**David Verdier - Greenville-Spartanburg International Airport Police**

"It has been worth its money! I spent four days on it with a problem shooter who was then able to pass the SQC on the first try without wasting ammo. I was able to design courses to work with her individual issues. Had another one that I worked a few days with and had the same result."

**Lt. Tony Bobbitt - Sumter County Sheriff's Office**

## **The Need for Training**

An average police officer in the United States visits a firing range twice per year and receives eight hours of firearms instruction annually, to say nothing of how often they actually pull the trigger and practice.

Like any skill, firearms training is a perishable skill. Frequent practice is vital for an officer's body to react instinctively if the situation might require it.

Range training is often limited to qualification and often times does not focus on teaching or consistently practicing critical skills such as weak-hand shooting, reload drills, performance under stress, discretionary shooting, combat and precision shooting etc.

In addition, there are important skills, such as performance under stress or disorientation, that are difficult (if not impossible) to replicate on a live-fire range due to safety concerns.

However, these life-saving skills could be trained to and practiced to proficiency- or even mastery - with a consistent extra hour of instruction and/or practice per week.

## **Firearms Training Held Hostage by Limitations of Money and Time**

What would it require in time and money to provide an extra hour of range training each week?

If we assume an hourly wage for an officer of \$25, ammo expense of .20¢ per round, and \$10 for travel expense and range fees, an hour of training would conservatively cost \$50.

That equates to an annual cost of \$2,600 per officer (\$50 X 52 weeks). For a department of fifty officers, that extra training would conservatively total \$130,000 (50 officers X \$2,600).

Using a DART system (which can be set up in a conference room or spare office), fifty officers can easily log an hour of training per week; either in two 30-minute sessions during the week, or four 15-minute sessions before a shift.

The result is a 750% increase in training time, without the cost or travel logistics associated with a live-fire range. DART training occurs in a completely safe environment, any time of day, regardless of weather conditions. An added emphasis on training also helps mitigate liability associated with failure-to-train lawsuits.

All this for just 5% of the equivalent cost of range practice for a single year.

**Highly Trained. Always Ready.**

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Digimation, Inc.</b>	
	2 Business name/disregarded entity name, if different from above <b>DART Range</b>	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>4300 W Lake Mary Blvd. Suite 1010, #405</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Lake Mary, Florida 32746</b>		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
7	2		-	1	2	6	2	7	4

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► January 12, 2022
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## **DART Lease to Own Program**

The DART training simulator can be leased through The Bancorp. The Bancorp is a lending company specializing in municipal and federal lease options for vehicles and equipment used by law enforcement agencies throughout the United States.

Monthly payments vary, but payments for a typical \$13,000 system are generally between \$250-\$950 per month depending on the term of the lease. At the end of the lease, the system is yours to own for a final payment of \$1.

The application and approval process is quick and easy. Most municipal department financial information is available online. In this case, all you need to provide is:

- Tax ID number
- Most recent audited financials
- Prior year-end statement
- Choose the term of your lease (1, 3, 4, or 5 years)

Bancorp will do the rest! Once approved, all you need to do is sign a three-page lease agreement with your payment schedule and a letter of acceptance once you take delivery of your DART system.

Contact us to learn more about our lease to own program.

## Agenda Item B7

**SUBJECT: Nance Park Special Event**

**Staff Report – Town of Indialantic**

**Meeting Date: January 10, 2024**

**Summary:**

Council is being requested to authorize the use of Nance Park for local merchants to market their food and merchandise from 2 PM to 6 PM on January 13, 2024. This is a town sponsored event and will be held prior to the annual bonfire that is a private individual event that many residents attend annually. The town is not sponsoring the bonfire, only the event from 2 PM to 6 PM in Nance Park for local merchants. There will be no blocking of parking for this event as the participants will be in the grass areas of Nance Park. There will be music, food and alcohol will be served for the participants. The event will be from 2 PM to 6 PM on January 13, 2024.


**Recommendation:**

Approve the special event and authorize the use of Nance Park, amplified music, and alcohol.

<p><b>MOTION: Approve the special event and authorize the use of Nance Park, amplified music, and alcohol</b></p>
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Submitted by:

Approved for agenda:

  
\_\_\_\_\_  
Mollie Carr  
Town Clerk

  
\_\_\_\_\_  
Michael L. Casey  
Town Manager

**SUBJECT: Ordinance 2024-01 Parking Violation Fine Rates**

**Staff Report – Town of Indialantic**

**Summary:**

**Meeting Date: January 10, 2024**

On October 11, 2023, The Town Council discussed 2023-2024 expected revenue and expenses for the “Enterprise Accounts” which includes Nance Park area and a portion of the boardwalk. The Town anticipates a significant increase in expenses and the Town Council requested to have a discussion regarding increasing the fine amount for parking violations.

The current “meter” violation fines for neighboring beachside municipalities:

- Satellite Beach- offending vehicle is booted, \$80.00 boot removal fee.
- Melbourne Beach- \$50.00
- Cocoa Beach- \$53.00

On November 8, 2023, by consensus the Town Council agreed to move forward to approve an Ordinance to update the parking fine amounts.

On December 13, 2023, Town Council voted unanimously to approve Ordinance 2024-01 on first reading/public hearing.

**Recommendation:**

Town Staff recommends approving Ordinance 2024-01, relating to parking fines for public parking on the right-of-way.

**MOTION:**

**Approve and adopt Ordinance 2024-01, relating to parking fines for public parking on the right-of-way, on second and final reading/public hearing.**

Submitted by:

Approved for agenda:

*Mollie Carr*

Mollie Carr  
Town Clerk

*Michael Casey*

Michael L. Casey  
Town Manager

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**WHEREAS**, the fine schedule for parking related violations was last set in August, 2022 by Ordinance No. 2022-06, Town of Indialantic, FL;

**WHEREAS**, since 2022, the Town Council finds that the rate of inflation as shown by the consumer price index alone in the period August, 2022, to August, 2023, alone was an increase of 3.7% based on calculations by the U.S. Bureau of Labor Statistics; and

**WHEREAS**, the inflation rate based on the consumer price index calculations by the U.S. Bureau of Labor Statistics since August, 2022 reflects that to equal \$35.00 of purchasing power in August, 2023, an individual would need \$36.28; and

**WHEREAS**, a review conducted by the Town Manager of parking-related fines levied by other local governments in Brevard County indicates that “meter” related fines are \$50.00 in the Town of Melbourne Beach, \$53.00 in the City of Cocoa Beach, and \$80.00 in the City of Satellite Beach; and

**WHEREAS**, the level of fines should be significant enough to achieve compliance without being punitive or unjust in nature; and

**WHEREAS**, the Town Council finds that it is in the public interest and in promotion of the public safety to amend the level of fines for parking-related violations to provide more realistic dollar amounts which are being made in consideration of the increase in the CPI over the past few years and in an effort to achieve compliance with the provision of public safety parking; and

**WHEREAS**, the Town Council finds that this change in parking rates will promote the public health, safety, economic order, and public welfare .

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

SECTION 1. Recitals. Each and all of the recitals (“WHEREAS” clauses) are hereby incorporated herein.

SECTION 2. That Section 32-32(h) of the Code of Ordinances of Indian River County, Florida, is hereby amended to read as follows:

**Sec. 32-32. - Pay parking.**

\* \* \*

(h) *Penalties.*

(1) Any person violating the provisions of subsections (f)(1), (2), (3), (6), or (7) of this section shall be subject to a fine under the terms and conditions as set forth in section 32-36 ~~32-26~~:

(2) Any person violating the provisions of subsections (f)(4) or (5) of this section shall be subject to a fine in an amount not less than \$200.00 and not more than \$1,000.00.

SECTION 3. That Section 32-36 of the Code of Ordinances of Indian River County, Florida, is hereby amended to read as follows:

Sec. 32-36. - Penalties.

(a) Any person cited for a violation of this article shall be deemed to be charged with a noncriminal violation and shall be assessed a civil penalty according to the following schedule:

Violation	Within 30 days		After 30 days	
(1) Meter violation	<del>\$35.00</del>	<u>\$50.00</u>	<del>\$70.00</del>	<u>\$100.00</u>
(2) Parking overtime	<del>\$35.00</del>	<u>\$50.00</u>	<del>\$70.00</del>	<u>\$100.00</u>
(3) Parking over line	<del>\$35.00</del>	<u>\$50.00</u>	<del>\$70.00</del>	<u>\$100.00</u>

(4)	Parking in a manner contrary to posted directions	<del>\$35.00</del>	<u>\$50.00</u>	<del>\$70.00</del> <u>\$100.00</u>
(5)	No parking zone	<del>\$35.00</del>	<u>\$50.00</u>	<del>\$70.00</del> <u>\$100.00</u>
(6)	Loading zone	<del>\$35.00</del>	<u>\$50.00</u>	<del>\$70.00</del> <u>\$100.00</u>
(7)	Parked double	\$60.00		\$120.00
(8)	Obstructing traffic	\$60.00		\$120.00
(9)	Parked on sidewalk	\$60.00		\$120.00
(10)	Blocking fire hydrant	\$125.00		\$250.00
(11)	Disabled permit only	\$250.00		COURT
(12)	Failure to park front end within head in parking spaces	<del>\$35.00</del>	<u>\$50.00</u>	<del>\$70.00</del> <u>\$100.00</u>

(b) Each day any violation occurs or continues shall be a separate offense. For parking in excess of the time authorized in a public parking space, each succeeding equal time period beyond that authorized as the maximum time period for said parking place shall constitute a separate offense.

#### SECTION 4. Severability Clause/Interpretation.

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

(b) That in interpreting this Ordinance, underlined words indicate additions to existing text, and stricken through words include deletions from existing text.

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

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

PASSED by the Town Council of the Town of Indialantic on first reading on the 13th day of December, 2023, and ADOPTED by the Town Council of the Town of Indialantic, Florida on final reading on the 10th day of January, 2024.

TOWN OF INDIALANTIC

\_\_\_\_\_  
Mark McDermott, Mayor

ATTEST:\_\_\_\_\_  
Mollie Carr, Town Clerk

## Agenda Item C-2

**SUBJECT: Ordinance 2024-04 Relating to the required residency prior to qualifying to run for Town Council**

**Staff Report – Town of Indialantic      Meeting Date: January 10, 2024**

**Summary:**

Attorney Gougelman advised the Town Council the necessity of updating the language in the current Town Charter regarding the residency requirements for qualifying to run for Town Council. On December 13, 2023, by consensus, the Town Council requested Attorney Gougelman to prepare an Ordinance to amend the language in the Town Charter relating to the residency qualifications to run for Town Council.

**Recommendation:**

Approve Ordinance 2024-04- Relating to the required residency prior to qualifying to run for Town Council, on first reading/public hearing.

**MOTION:**

**Approve Ordinance 2024-04- relating to the required residency prior to qualifying to run for Town Council, on first reading/public hearing.**

Submitted by:

*Mollie Carr*

Mollie Carr  
Town Clerk

Approved for agenda:

*Michael Casey*

Michael L. Casey  
Town Manager



**ORDINANCE NO. 2024-04**

**AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO THE REQUIRED RESIDENCY PRIOR TO QUALIFYING TO RUN FOR TOWN COUNCIL; AMENDING SECTION 2.02, TOWN CHARTER; MAKING FINDINGS; PROVIDING FOR A REFERENDUM ELECTION AND BALLOT LANGUAGE; AMENDING THE TOWN CHARTER TO PROVIDE THAT A CANDIDATE FOR TOWN COUNCIL MUST HAVE BEEN A RESIDENT FOR A CONTINUOUS PERIOD OF ONE (1) NON-CALENDAR YEAR IMMEDIATELY PRECEDING QUALFYING TO RUN FOR TOWN COUNCIL; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Charter currently requires residency for one year prior to qualifying to run for Town Council; and

WHEREAS, recently Florida's Third District Court of Appeal found that a one year durational residency requirement in the City of Miami's Charter did not specify that a prospective candidate must have been a resident for a continuous period of one year prior to qualifying. See City of Miami v. Gabela, \_\_ F.Supp.3d \_\_, 2023 WL 7319553, Case No. 3D-23-1776 (Fla. 3<sup>rd</sup> DCA op. filed No. 7, 2023); and

WHEREAS, the Town of Indialantic's durational residency requirements set forth in the Town's Charter is worded similar to that of the City of Miami's Charter; and

WHEREAS, it is the intention of the Town Council to submit to the electors of the Town of Indialantic a charter amendment that will specify that residency for a *continuous* period of one (1) non-calendar year *immediately prior to qualifying* is the residency requirement for candidates for Town Council; and

WHEREAS, a one year residency requirement for city council candidates has been upheld as constitutionally reasonable in Florida in Daves v. City of Longwood, 423 F.Supp. 503 (M.D. Fla. 1976); see *also* Brandenburg v. McClellan, 427 F.Supp. 943 (E.D. Mo. 1977); Russell v. Hathaway, 423 F.Supp. 833 (N.D. Tex 1976)(upholding the validity of a one (1) year residency requirement); and

WHEREAS, while a one year residency requirement has been found to be constitutional, this should be contrasted with cases in which a five (5) year residency requirement for city council candidates was found unconstitutional, Wellford v. Battaglia, 485 F.2d 1152 (3 Cir. 1973), and a two (2) year residency requirement was found to be too broad for city council candidates, Green v. McKeon, 468 F.2d 883 (6<sup>th</sup> Cir. 1972); and

WHEREAS, a one year residency requirement has been found to be constitutional and reasonable, because it requires a period of residency which is not undue thereby allowing prospective candidates to know the issues, allowing voters to get to know the prospective candidates, and is supportable because it demonstrates that a council candidate is a true and committed resident, Daves v. City of Longwood, 423 F.Supp. 503 (M.D. Fla. 1976); and

WHEREAS, pursuant to its home rule powers in Article VIII, Section 2, Florida Constitution of 1968 and Chapter 166, Florida Statutes; Sections 166.021 and 166.031, Florida Statutes, and the Town's Charter, the Town Council hereby adopts this Ordinance, subject to approval by the Town electorate.

BE IT ENACTED BY THE TOWN OF INDIALANTIC, FLORIDA:

SECTION 1. Incorporation of Recitals. Each and all of the foregoing recitals (“WHEREAS” clauses) are hereby incorporated herein.

SECTION 2. Referendum Election. A referendum election is hereby called and scheduled to be held concurrent with the general Town election on the 5th day of November, 2024, to determine whether the amendment to the Charter of the Town of Indialantic, Florida, appearing in Section 3. hereof shall be approved by a majority of the votes cast in such election in which the qualified electors of the Town shall participate. Such referendum election shall be held and conducted in the manner prescribed by law for all elections. The places for voting in such referendum election shall be such locations as shall be otherwise established for the general election to elect the Council Members on November 5, 2024, or by early voting or by absentee ballot, as provided by law. All duly qualified electors of the Town of Indialantic shall be entitled to participate in said election.

SECTION 3. Amendment to Charter. In interpreting the amendment in this Section, language that is underlined is an addition to the existing text of the Town Charter. Language that is ~~stricken through~~ is a deletion from the existing text of the Town Charter. “\* \* \*” and the insertion of asterisks indicates existing Charter language not inserted in this Ordinance that remains unamended. It is proposed that Section 2.02(2) of the Town Charter of the Town of Indialantic, Florida, shall be amended to read as follows:

**Sec. 2.02. - Composition and qualifications.**

\* \* \*

(2) Members of the Town Council shall have been residents of the Town continuously for at least one non-calendar (1) year, said one (1) year period being immediately prior to the date of qualifying for office and shall have the qualifications of a Town elector.

\* \* \*

SECTION 4. Ballot Question. Concurrent with the Town General Election scheduled for November 5, 2024, the following question shall be placed on the ballot following the placement on the ballot of candidates for the office of Council Member, if any. The issue shall be worded substantially as follows:

**No. 1**

**INDIALANTIC TOWN CHARTER AMENDMENT**

**SECTION 2.02(2), TOWN CHARTER  
TOWN COUNCIL RESIDENCY**

The Town Charter currently requires that a candidate for Town Council must have been a resident of the Town for one year at any time prior to qualifying. The amendment proposes to clarify the language by requiring that a candidate for Town Council must have been a resident for a continuous period of one year immediately prior to qualifying as a candidate.

YES (for approval) \_\_\_\_\_

NO (for rejection) \_\_\_\_\_

SECTION 5. Coordination with Supervisor of Elections. The Town Clerk is hereby authorized and directed to coordinate with the Supervisor of Elections of Brevard County to include the above-described question on the ballot concurrent with the general election to be held on November 5, 2024.

SECTION 6. Severability Clause. In the event that any term, provision, clause, sentence or section of this Ordinance shall be held by a court of competent jurisdiction to

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

#### SECTION 7. Effective Date.

(a) Section 3. of this Ordinance shall become effective only if a majority of the registered electors of the Town of Indialantic, Florida, casting votes at the municipal election on November 5, 2024, on Town Charter Question No. 1 approve the amendment set forth in Section 3. of this Ordinance. If the amendment is approved by the registered electors, the Charter amendment embodied herein shall be immediately effective and shall be incorporated into the Town Charter. The Town Clerk is directed upon adoption of Section 3. of the Ordinance to promptly file the Charter with said amendment incorporated therein with the State of Florida, Secretary of State, as required by Section 166.031, Florida Statutes.

(b) Sections 1., 2., 4., 5., 6., and 7., of this Ordinance shall become effective upon adoption of this Ordinance.

PASSED by the Town Council of the Town of Indialantic on first reading on the \_\_\_\_ day of January, 2024, and ADOPTED by the Town Council of the Town of Indialantic, Florida on final reading on the \_\_\_\_\_ day of February, 2024.

TOWN OF INDIALANTIC, FLORIDA

By: \_\_\_\_\_  
Mark McDermott, its Mayor

ATTEST: \_\_\_\_\_  
Mollie Carr, Town Clerk

## Agenda Item D-1

**SUBJECT: Drown Zero International Program**

**Staff Report – Town of Indialantic      Meeting Date: January 10, 2024**

**Summary:**

On October 11, 2023, Michelle Trace from the Rotary of Indialantic did a presentation for the Town Council about the Drown Zero International Program. Ms. Tracy explained how the Drown Zero equipment would be installed and maintained if the Town adopted the Drown Zero Program. At the November Council meeting directed staff to get information from Brevard County. Staff has sent a request the Brevard County Fire Chief for a response on their position as the lifeguard program is under Brevard County Fire Department.

**Recommendation: No staff recommendation**

MOTION:

**Approve the Rotary of Indialantic to install the Drown Zero International safety equipment.**

Submitted by:

Mollie Carr  
Mollie Carr  
Town Clerk

Approved for agenda:

Michael Casey  
Michael L. Casey  
Town Manager



# *Florida Beach Patrol Chiefs Association*

340 South Ocean Blvd ♦ Delray Beach, Florida 33483

[www.FBPCA.org](http://www.FBPCA.org)

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## **EXECUTIVE BOARD**

**Matthew Sparling**  
*Miami-Dade County*  
*President*

## **POSITION STATEMENT – RESCUE RING STATIONS**

**Gerard Falconer**  
*Miami Beach*  
*Vice President-South*

The FBPCA was founded in 1983 and consists of aquatic leaders, supervisors, and chiefs of beach patrol organizations throughout the state of Florida. A mission of the FBPCA is to identify measures, practices, and programs that will promote public safety along Florida's hundreds of miles of beaches. With the hard work of the Association, great accomplishments in public education have been made. The FBPCA currently has up to 50 agencies as members that work in ocean lifesaving endeavors.

**Ian Montegales**  
*Martin County*  
*Vice President- Central*

**Jeremy Watkins**  
*St. Johns County*  
*Vice President-North*

The FBPCA does not recommend the use of rescue ring stations at beaches, buoys on ropes etc.... to encourage the public to perform rescues. We have all too often seen in our profession that the individuals or good Samaritans that try to assist individuals who are actively drowning become victims themselves. Instead of one victim we now have two or more victims. There is no substitute to having a trained professional lifeguard on duty to prevent death and permanent injury from drowning. The Centers for Disease Control or CDC released a report entitled – "Injury Prevention and Lifeguard Effectiveness." In the report it was estimated that, "the chance of drowning at a beach protected by lifeguards trained under the USLA Standards is less than one in 18 million a year." Often the public is not skilled in throwing these buoys/rings and they are not effective as individuals caught in rip currents tend to be far from shore. This encourages individuals to enter the water to try to get them to be effective. By providing these stations, one can open themselves up to creating a libelous condition due to patron injuries and/or deaths as these stations encourage untrained individuals to get involved in a dangerous rescue. Finally, the upkeep on these buoys/rings is a recurring cost and stations have been found to be in poor condition and not usable after being exposed to the elements. Cities, Counties and Municipalities should focus their resources and efforts in developing a good Ocean Rescue Agency with trained professionals, and public education on drowning prevention or water safety.

**Austin Turnbull**  
*Navarre Beach*  
*Vice President- Panhandle*

**Richard Hinkson**  
*Sarasota County*  
*Vice President-West Coast*

**Phil Wotton**  
*Delray Beach*  
*Treasurer*

**Alex Miller**  
*Volusia County*  
*Secretary*

**Joe Westerman**  
*Manatee County*  
*Advisor*



## Agenda Item D-2

**SUBJECT: Lifeguard Discussion**

**Staff Report – Town of Indialantic**

**Meeting Date: January 10, 2024**

### **Summary:**

As previously discussed, the Brevard County Commission proposed the Town of Indialantic pay for a seasonal lifeguard tower and a fulltime lifeguard tower. The cost would be split 50% from the Town of Indialantic, 30% from Brevard County and 20% from Tourist Development Tax. Under the proposed breakdown the Town of Indialantic expense for a seasonal lifeguard tower would be \$64,167 per year and a fulltime lifeguard tower would be \$167,294 per year, with a total cost of \$231,461. The total expense currently for the lifeguards of two seasonal towers is \$41,509 per year. The Town Attorney and I had a meeting last week with the County Manager and Attorney the first week of January to discuss the lifeguard situation. The lifeguard proposal from the county of \$231,461 is not sustainable based upon the current income from the enterprise fund. I propose the Town of Indialantic pay for two seasonal lifeguard towers with the cost being split with the Town of Indialantic 40%, Brevard County 40% and Tourist Development Tax 20%. The cost the Town of Indialantic would be \$51,334 per town with a total cost of \$102,668 per year to the town. With the total out of pocket expense of \$102,668 the the county be encouraged to keep the fulltime tower. The County Manager did state with the seasonal lifeguard there is still a fulltime lifeguard roaming that operates between Pinetree Dr. and Miami Ave. The current income expected from the recent parking fee increase allows this to be funded and sustainable. The three options are to refuse to pay anything opting to the county to pay or remove the lifeguards, pay for the two seasonal lifeguard towers at my proposed rate split, or pay what the county is proposing.

### **Recommendation:**

Pay for two seasonal lifeguard towers with the cost being split with the Town of Indialantic 40%, Brevard County 40% and Tourist Development Tax 20%. The cost the Town of Indialantic would be \$51,334 per town with a total cost of \$102,668 per year to the town. Including the fulltime roving patrol and ask the county to maintain the fulltime lifeguard tower with the town paying for two seasonal towers.

MOTION:

Submitted by:

Approved for agenda:

*Mollie Carr*

Mollie Carr  
Town Clerk

*Michael Casey*

Michael L. Casey  
Town Manager

**Brevard County Ocean Rescue Seasonal Tower**  
**FY24/25 Services Estimate**

**Seasonal Tower Overview**

Seasonal towers operate 8 hours per day on weekends from March to May. During Spring Break and holidays, they operate 8 hours daily. June and July seasonal towers operate 8 hours per day 7 days per week. From August to September (Labor Day) seasonal towers operate 8 hours per day on weekends and holidays as schools go back in session. Each seasonal tower has 2 lifeguards on duty during operating hours.

**FY24/25 Service Estimate:**

**\$128,335.39** – Annual cost to operate and maintain

**Annual Operational Seasonal Tower Hours:**

- Provides 8 hours per day of beach coverage by two lifeguards for 140 days per year or 2240 annual hours.

**Response Model:**

- Initial response accomplished by lifeguards on duty
- Follow on emergency response conducted by trucks, utility terrain vehicles (UTV) and personal rescue watercraft (PWRC)

**Brevard County Ocean Rescue Full Time Tower**  
**FY24/25 Services Estimate**

**Full Time Tower Overview**

Full time towers operate 8 hours per day, 7 days a week - 365 days during the year. Each full-time tower has 2 lifeguards on duty during operating hours. Additionally, one lifeguard provides a roaming patrol 8 hours per day, 7 days per week - 365 days throughout the year.

**FY24/25 Service Estimate:**

**\$334,588.70 – Annual cost to operate and maintain**

**Annual Operational Full Time Tower Hours:**

- Provides 8 hours per day of beach coverage by two lifeguards for 365 days per year or 5840 annual hours.

**Annual Operational Roaming Hours:**

- Provides 8 hours per day of patrol coverage by one lifeguard for 365 days per year or 2920 annual hours.
- Roaming areas covers all area between: Pinetree Dr. and Miami Ave (for Indiatlantic Beach)

**Response Model:**

- Initial response accomplished by lifeguads on duty
- Patrols and follow on emergency response conducted by trucks, utility terrain vehicles (UTV) and personal rescue watercraft (PWRC)

**Supervisor and Department Leadership:**

- Each full time tower provides a portion of the Ocean Rescue's Chief and Deputy Chief's paid time.

Brevard County Ocean Rescue Services  
Fiscal Year 2024-2025 Program Cost Estimate

	Towers	Days	Hours/Day	Total Annual Hours/Tower	Total Tower Hours	% of Tower Hours
Full Time Towers	7	365	8	2920	20,440	62.39%
Seasonal Towers	11	140	8	1120	12,320	37.61%
<b>Total Tower Hours</b>					<b>32,760</b>	<b>100%</b>

**OCEAN RESCUE PROGRAM EXPENSES**

Compensation and Benefits					Cost/Tower Hour	
Personnel Costs	Annualized Comp & Benefit	Positions		Annual Expense		
Ocean Lifeguard FT	\$ 66,862.69	10		\$ 668,626.89		
Ocean Lifeguard Captain - SR	\$ 79,510.88	7		\$ 556,576.14		
Ocean Lifeguard I	\$ 10,429.49	48		\$ 500,615.36		
Ocean Lifeguard II	\$ 10,840.04	20		\$ 216,800.89		
Ocean Lifeguard III	\$ 11,290.33	32		\$ 361,290.66		
Ocean Lifeguard Lieutenant SR	\$ 74,021.47	9		\$ 666,193.19		
Ocean Rescue Shift Supervisor SR	\$ 86,451.84	1		\$ 86,451.84		
Chief Ocean Lifeguard SR	\$ 102,860.68	1		\$ 102,860.68		
Assistant Chief Lifeguard SR	\$ 94,767.21	1		\$ 94,767.21		
<b>Total Compensation &amp; Benefits</b>					<b>\$ 3,254,183</b>	<b>\$ 99.33</b>
Operating Expenses						
				Annual Expense		
Operating Supplies				\$ 129,547.95		
Repair & Maintenance				\$ 71,664.60		
Professional/Contracted Services				\$ 22,303.05		
Insurance				\$ 18,321.45		
Current Charges (Licenses/Indirect)				\$ 13,527.15		
Phones				\$ 11,340.00		
Electricity				\$ 6,930.00		
Other Operating Expenses				\$ 9,607.50		
<b>Total Operating Expenses</b>					<b>\$ 283,242</b>	<b>\$ 8.65</b>
Infrastructure & Capital Expenses	Amount	Useful Life	Count	Annual Expense		
Tower Unit	\$ 54,000.00	10	7	\$ 37,800.00		
Watercraft c Sled	\$ 20,300.00	4	4	\$ 20,300.00		
UTV 3-seater	\$ 18,000.00	3	9	\$ 54,000.00		
ATV 1-seater	\$ 8,000.00	4	1	\$ 2,000.00		
Storage Facilities	\$ 100,000.00	20	4	\$ 20,000.00		
Trucks	\$ 70,000.00	5	4	\$ 56,000.00		
Computers/ePCRs/Technologies	\$ 3,750.00	5	9	\$ 6,750.00		
Enclosed Trailer	\$ 10,000.00	10	2	\$ 2,000.00		
AEDs	\$ 3,500.00	10	10	\$ 3,500.00		
Paddleboards	\$ 1,150.00	3	6	\$ 2,300.00		
<b>Total Infrastructure &amp; Capital</b>					<b>\$ 204,650</b>	<b>\$ 6.25</b>
<b>TOTAL OCEAN RESCUE PROGRAM EXPENSES</b>					<b>\$ 3,742,075</b>	<b>\$ 114.23</b>

Full Time Tower (2,920 Hours)	Cost/Tower Hour	Total
Comp & Benefits	\$ 99.33	\$ 290,055.37
Operating Expenses	\$ 8.65	\$ 25,246.21
Infrastructure & Capital	\$ 6.25	\$ 18,241.09
<b>Total Full-Time Tower</b>		<b>\$ 333,542.66</b>

Seasonal Tower (1,120 Hours)	Cost/Tower Hour	Total
Comp & Benefits	\$ 99.33	\$ 111,254.11
Operating Expenses	\$ 8.65	\$ 9,683.48
Infrastructure & Capital	\$ 6.25	\$ 6,996.58
<b>Total Seasonal Tower</b>		<b>\$ 127,934.17</b>

**THIS AGREEMENT RETURN TO:**

Mollie Carr, Town Clerk

Town of Indialantic

216 Fifth Avenue

Indialantic, FL 32903

**THIS AGREEMENT PREPARED BY:**

Morris Richardson, County Attorney

Brevard County Government Center

2725 Judge Fran Jamieson Way, Building C

Viera, Florida 32940

**INTERLOCAL LIFEGUARD AGREEMENT  
TOWN OF INDIALANTIC AND BREVARD COUNTY**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the following Parties: the ***TOWN OF INDIALANTIC, FLORIDA***, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as Town and the ***BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA***, a political subdivision of the State of Florida, hereinafter referred to as "County".

**RECITALS:**

**WHEREAS**, the Parties to this Agreement recognize that the limits of the Town's jurisdiction and the municipal boundaries of the Town extend no further East than the low water mark of the Atlantic Ocean along the Town's eastern boundary with the Atlantic Ocean; and

**WHEREAS**, the Town has no jurisdiction or authority over waters of the Atlantic Ocean;  
and

**WHEREAS**, notwithstanding the foregoing, the Town recognizes that many swimmers in the Atlantic Ocean in the waters contiguous to and immediately to the East of Town's municipal boundaries enter the waters of the Atlantic Ocean from a beach owned or subject to the jurisdiction of the Town; and

**WHEREAS**, the Town holds title to some of the beaches in the Town; and

**WHEREAS**, given that fact, the Town desires to obtain County services to provide qualified lifeguard personnel at designated recreation facilities; and

**WHEREAS**, the County may provide parks, preserves, recreation areas, and other recreational facilities as well as ambulance service and health and welfare programs pursuant to the provisions of Section 125.01(1)(b), (f), Florida Statutes; and

**WHEREAS**, the County desires an equitable cost sharing for providing qualified lifeguard personnel and services at designated recreation facilities; and

**WHEREAS**, the Town collects for parking at the designated recreation facilities and collects municipal taxes from citizens; and

**WHEREAS**, the Town may use municipal parking revenue or any other municipal funds to fund their portion of lifeguard personnel costs; and

**WHEREAS**, this Agreement is an Interlocal Agreement pursuant to the authority of Section 163.01, Florida Statutes.

**NOW, THEREFORE**, is the Parties mutually agree as follows:

1. **RECITALS.** The foregoing recitations are true, correct, and incorporated to this Agreement.
2. **TERM:** The term begins on October 1, 2024 and lasts for a period of one (1) year, terminating on September 30, 2025. This contract is for seasonal and/or year-round coverage where the seasonal service dates shall change slightly from year to year to coincide with the Brevard County Public School schedule, commencing with Spring Break and ending with Labor Day. The Service Dates will be defined in an annual addendum to this Agreement to be adopted by both Parties to this Agreement. After the first year of the contract, an annual Addendum will be mutually agreed upon in February to update the seasonal and/or service dates and cost share. This Agreement shall be filed with the Brevard County Clerk of Court upon execution.
3. **COST SHARE:** The Town shall pay fifty percent (50%) of the cost of the lifeguard services provided by the County pursuant to this Agreement.. This amount will be adjusted annually based on the actual cost to the County of providing the lifeguard services. The Town's annual cost share shall be defined in an annual addendum including the total amount and monthly installments. The Town's cost share shall be payable in five equal monthly installments due on the last day of each month starting in April of the applicable service year. Brevard County Fire Rescue shall issue a monthly invoice for each installment payment at least 30 days prior to the due date. The Town shall remit all cost share payments to Brevard County Fire Rescue, Attention: Finance, 1040 South Florida Avenue, Rockledge, Florida, 32955. The payment by the Town to the County shall be for the lifeguard services described in the annual Addendum 1 to this Agreement, a copy of which is attached hereto and by this reference incorporated herein. The level of service, locations on duty, time of day of lifeguard(s) on duty, and days on which the lifeguard will be on duty shall be set forth in the annual Addendum 1.
4. **SERVICES:**
  - A. The County agrees to provide First Responder Certified Lifeguard services in accordance with the training and certification standards set by the United States Lifesaving Association ("USLA") ~~USLA (United States Lifesaving Association)~~ guidelines for lifeguards for the portions of the Town municipal beach located as designated in Addendum 1, within a portion of the beach 100 yards North north and South south of the lifeguard tower. At all times each and all County lifeguards providing services shall meet the following certifications of the USLA Lifeguard

Agency Certification Program and the Lifeguard Emergency Vehicle Operations (LEVO) Certification, as amended and revised from time to time.

The Lifeguard Agency Certification Program is for open water lifeguard agencies that can demonstrate that they operate in accordance with the [USLA guidelines for Open Water Lifeguard Agency Certification](https://cdn.ymaws.com/www.usla.org/resource/resmgr/guidelines/usla_guideline_001_certifica.pdf). As part of the application process (both new and renewals), applicants must upload copies of existing agency policies addressing the required health and fitness, swimming ability, cardio-pulmonary resuscitation ("CPR") training, and medical aid training for all lifeguard personnel. See the Open Water Lifeguard Certification Guideline promulgated on May 8, 1993 and last revised on November 15, 2022 [https://cdn.ymaws.com/www.usla.org/resource/resmgr/guidelines/usla\\_guideline\\_001\\_certifica.pdf](https://cdn.ymaws.com/www.usla.org/resource/resmgr/guidelines/usla_guideline_001_certifica.pdf). All trainees must be provided a copy of [Open Water Lifesaving – The United States Lifesaving Association Manual](#) (3rd edition 2017). Certified agencies are provided no-cost access to training materials, including a comprehensive PowerPoint presentation, lesson plans, skill sheets, and quizzes.

The Lifeguard Emergency Vehicle Operations (LEVO) Certification is for agencies currently certified under the Lifeguard Agency Certification Program that can demonstrate that their LEVO training program is conducted in accordance with the [USLA guidelines for four-wheel-drive motor vehicles](#). This certification applies to licensed, street-legal vehicles, not to smaller all-terrain-vehicles.

- B. Lifeguard location for the lifeguarded beach will be at the discretion of the County after consultation with the Town and at a minimum as set forth in Addendum 1..
- C. Lifeguard personnel shall be on duty for the time periods as defined in the annual Addendum 1 addendum for the applicable service year.
- D. The parties mutually agree and understand that in inclement weather or any other incident or occurrence which, in the sole discretion of the County, requires the closing of all or part of the beach for the protection of the public, the County may discontinue all or part of its lifeguard services in the affected areas for the duration of such condition, incident or occurrence. The County shall immediately notify the Town when such beach closings occur. The County agrees to cooperate fully with the Town in all matters relating to beach safety and the performance of the lifeguard. The County will provide radios and training to ensure that the lifeguards have the capacity to contact Brevard County Dispatch and Indialantic Fire Rescue at all times. Lifeguard response to emergencies occurring at adjacent beaches will be in accordance with County procedures.
- E. The parties agree and understand that in the event of a water related incident, the Brevard County Lifeguard Division personnel will maintain command/control of the scene until the victim(s) is removed from the water. After removal, the County Lifeguard Division will transfer the incident command/control of the scene to the law enforcement agency with jurisdiction of the location of the scene, and/or Fire Rescue. After removal, if Indialantic law enforcement or Indialantic Fire Rescue have not yet arrived on scene, then the Lifeguard Division will maintain



incident command/control of the scene until Indianalantic law enforcement or Indianalantic Fire Rescue arrives.

- F. ALTERNATIVE #1: The Parties agree that when the County, or when the Town, so decides, the beach may be closed to swimming and members of the public seeking to enter the waters of the Atlantic Ocean from a beach within the Town. The County may close all of part of the beach within the Town as set forth in Section 4.D. of this Agreement. The parties agree that the Town may close the beach to swimmers and person entering the waters of the Atlantic Ocean when any of the following events occur: (1) the existence of rip tides or currents or changing surf or naturally occurring conditions that the Town determines to be dangerous to the public safety; (2) a drowning or other public safety catastrophe occurring on a beach within the Town; (3) the perceived existence of sharks or other marine predators that could endanger public safety of swimmers and others; (4) the onset or any time period within 48 hours of the potential arrival of a hurricane, tropical storm, or other weather event; or (5) other emergency circumstance. In the event of the closing of the beach to persons entering the waters of the Atlantic Ocean, the Town shall be responsible for the posting and continuous maintenance during the closing of the beach to swimmers or other entering the waters of the Atlantic Ocean of conspicuous signs at public beach crossovers as depicted on Addendum 1 advising that the beach is closed for public safety reasons to swimmers or others entering the waters of the Atlantic Ocean. The Parties agree that beach shall be closed to swimmers or other seeking to enter the waters of the Atlantic Ocean when lifeguards are not present in the immediate vicinity or during between sunset and sunrise the next day.

ALTERNATIVE #2: The Parties agree that when the County so decides the beach may be closed to swimming and members of the public seeking to enter the waters of the Atlantic Ocean from a beach within the Town. The County may close all of part of the beach within the Town as set forth in Section 4.D. of this Agreement. The parties agree that when lifeguards are not present, the Town shall be responsible for the posting and continuous maintenance of conspicuous signs at public beach crossovers as depicted on Addendum 1 advising that swimming or entry into the waters of the Atlantic Ocean may be unsafe and that swimming or entrance on to the waters of the Atlantic Ocean is at the sole risk of the swimmer or other individua, and that neither the Town nor the County shall be responsible for any drowning or other injury resulting from swimming or other entry to the waters of the Atlantic Ocean. The Town shall also continuously maintain Florida Department of Environmental Protection signage and flags warning swimmers of rip tides, dangerous current, or other naturally occurring conditions.

## 5. **LIABILITY AND INSURANCE:**

- A. ALTERNATIVE #1 as proposed by the County: Neither Party, nor its respective officers, employees, or agents shall assume any liability for the acts, omissions, or negligence or wanton and reckless intentional actions or omissions of the other Party, or the other Party's officers, employees, or agents.



**ALTERNATIVE #2:** The County shall indemnify and hold harmless the Town against claims for injuries or drownings to swimmers or others persons entering the waters of the Atlantic Ocean from Town beach during such times that County lifeguards provided for by this Agreement are on duty. The Town shall indemnify and hold harmless the County against claims for injuries or drownings to swimmers or others persons entering the waters of the Atlantic Ocean from Town beaches resulting from the failure of the Town to post and properly maintain warning signage and flags as required in Section 4.F.

The indemnification shall be capped at the statutory limits of the waiver of sovereign immunity and shall include damages, losses, and other claims, as well as attorneys' and paralegals' fees and court costs..

- B. The Parties further agree that nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity or the statutory limitations of liability under Section 768.28, Florida Statutes by either Party.
  - C. Each Party shall acquire and maintain throughout the term of the Agreement such liability insurance as required to respond to their obligations under this Agreement and Section 768.28, Florida Statutes.
6. **ASSIGNMENTS:** Neither Party shall enter into any agreement with third parties to delegate any or all of the rights or responsibilities in this Agreement without the prior written approval of the other Party which agreement with a third party may be disapproved by either party for any reason.
7. **AUDITING, RECORDS AND INSPECTIONS:** The Parties shall keep books, records, and accounts of all activities related to this Agreement's performance in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 69I-51.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. The Parties shall make these books, records, and accounts open to inspection during regular business hours by an authorized office representative and shall be retain them for a five (5) year period after this Agreement's termination. The Parties agree that all records or documents created in connection with this Agreement are public records, subject to the Florida Public Records Act. The Parties agree to comply with any request for such public records or documents made in accordance with the Act. The Town shall not copyright any reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County under this Agreement. No reports, data, programs or other materials produced by either Party to this Agreement, in whole or in part, or for the benefit and use of either Party under this Agreement, shall be subject to copyright by the either Party in the United States or any other country.
8. **JURISDICTION, VENUE, FEES, AND CHOICE OF LAW:** The parties agree: (1) Florida state law governs this Agreement's validity, construction and enforcement; (2) in any litigation, the venue shall be Brevard County, Florida, any trial shall be non-jury, and each Party will bear its own attorney's fees and costs; (3) if a court determines any provision in this Agreement to be invalid, the court should modify the provision to best

accomplish the parties' original intent, and the remaining provisions shall remain in effect.

9. **ENTIRE AGREEMENT:** This Agreement, including any attached exhibits, riders, and/or addenda, sets forth the entire Agreement between the Parties. This Agreement shall not be modified unless it is in writing, executed by all Parties, and filed with the Brevard County Clerk of Court.
10. **TERMINATION/REVISION OF AGREEMENT:**
  - A. This Agreement may be terminated by either party, with or without cause, upon written notice of termination to the other party at least 60 days prior to the date of such termination. In the event this Agreement is terminated by either party, the seasonal lifeguard services provided for herein will cease as of the termination date unless otherwise mutually agreed upon by the parties in writing.
  - B. Either party may request that this Agreement be amended. Such requests must be placed in writing and address the reason for the amendment as well as provide proposed revised language. In order to be deemed effective, the amendment must be approved by both respective governing bodies, and filed with the Clerk of the Circuit Court in and for Brevard County, Florida.
11. **NOTICE:** The County receives written notice at: The Office of the County Manager, 2725 Judge Fran Jamieson Way, Building C, Viera, Florida 32940. The Town receives written notice at: The Town Manager, Town of Indialantic, 216 Fifth Avenue, Indialantic, Florida 32903. Any notice to be sent to either Party under the provisions of this Agreement shall be deemed to have been properly sent when personally hand delivered or mailed, postage prepaid, first-class US. mail, or by nationally recognized overnight courier (e.g. – FedEx, United Parcel Service, USPS, etc. ) to the last known address of the Party with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after first class, U.S. mail or the day after mailing if sent by nationally recognized overnight courier. Either Party may unilaterally change the person to whom a mailing is to be sent to or the address of said person by giving notice to the other Party as provided for herein.
12. **COUNTERPARTS:** This Agreement may be executed in counterparts, all of which, taken together, shall constitute one and the same Agreement. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations in this Agreement. The Parties agree that scanned images of signatures to this Agreement shall be treated as original signatures in all respects.
13. **INDEPENDENT CONTRACTORS:** It is specifically understood and agreed to by and between the County and the Town that a material provision in this Agreement is that the relationship between the County and the Town is one in which each Party and its employees are independent contractors of the other Party, and not acting as agents, employees, joint venturers, or other partners and neither Party is entitled to any benefits

of the other Party. Nothing contained herein shall be construed to be inconsistent with this relationship or status.

14. **INTERPRETATION:** Both Parties have had the opportunity to consult with legal counsel and to participate in the drafting of this Agreement. Consequently, this Agreement shall not be more strictly or more harshly construed against either party as the drafter hereof.

15. **EFFECTIVE DATE:** This Agreement shall become effective upon being recorded in the Public Records of Brevard County, Florida, in the Office of the Clerk of the Court. Upon becoming effective all prior interlocal agreements, whether written or oral, between the Town and the County relating to lifeguard services shall be terminated.

**[QUESTION: Do we have any other lifeguard interlocal agreements with the County? If so we should reference them in this Section 13 by Official Records Book and Page number.]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first written above.

Reviewed for legal form and content:

**BREVARD COUNTY, FLORIDA**

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Frank Abbate, County Manager  
As approved by the Board on: \_\_\_\_\_

**ATTEST:**

**TOWN OF INDIALANTIC, FLORIDA**

\_\_\_\_\_  
**Mollie Carr**, Town Clerk

\_\_\_\_\_  
**Michael Casey**, Town Manager  
As approved by the Council on: \_\_\_\_\_

**INTERLOCAL LIFEGUARD AGREEMENT  
TOWN OF INDIALANTIC AND BREVARD COUNTY**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the following Parties: the **TOWN OF INDIALANTIC, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as Town and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County".

**RECITALS:**

**WHEREAS**, the Town desires to obtain County services to provide qualified lifeguard personnel at designated recreation facilities; and

**WHEREAS**, the County may provide parks, preserves, recreation areas, and other recreational facilities as well as ambulance service and health and welfare programs pursuant to the provisions of Section 125.01(1)(b), (f), Florida Statutes; and

**WHEREAS**, the County desires an equitable cost sharing for providing qualified lifeguard personnel and services at designated recreation facilities; and

**WHEREAS**, the Town collects for parking at the designated recreation facilities and collects municipal taxes from citizens; and

**WHEREAS**, the Town may use municipal parking revenue or any other municipal funds to fund their portion of lifeguard personnel costs; and

**WHEREAS**, this Agreement is an Interlocal Agreement pursuant to the authority of Section 163.01, Florida Statutes.

**NOW, THEREFORE**, the Parties mutually agree as follows:

1. **RECITALS.** The foregoing recitations are true, correct, and incorporated to this Agreement.
2. **TERM:** The term begins on October 1, 2024 and lasts for a period of one (1) year, terminating on September 30, 2025. This contract is for seasonal and/or year-round coverage where the seasonal service dates shall change slightly from year to year to coincide with the Brevard County Public School schedule, commencing with Spring Break and ending with Labor Day. The Service Dates will be defined in an annual addendum. After the first year of the contract, an annual Addendum will be mutually agreed upon in February to update the seasonal and/or service dates and cost share. This Agreement shall be filed with the Brevard County Clerk of Court upon execution.

3. **COST SHARE:** The Town shall pay fifty percent (50%) of the cost of the lifeguard services provided by the County pursuant to this Agreement. This amount will be adjusted annually based on the actual cost to the County of providing the lifeguard services. The Town's annual cost share shall be defined in an annual addendum including the total amount and monthly installments. The Town's cost share shall be payable in five equal monthly installments due on the last day of each month starting in April of the applicable service year. Brevard County Fire Rescue shall issue a monthly invoice for each installment payment at least 30 days prior to the due date. The Town shall remit all cost share payments to Brevard County Fire Rescue, Attention: Finance, 1040 South Florida Avenue, Rockledge, Florida, 32955.

4. **SERVICES:**

- A. The County agrees to provide First Responder Certified Lifeguard services in accordance with United States Lifesaving Association (USLA) guidelines for the portions of the Town municipal beach located as designated in Addendum 1, within a portion of the beach 100 yards north and south of the lifeguard tower.
- B. Lifeguard location for the lifeguarded beach will be at the discretion of the County.
- C. Lifeguard personnel shall be on duty for the time periods as defined in the annual addendum for the applicable service year.
- D. The parties mutually agree and understand that in inclement weather or any other incident or occurrence which, in the sole discretion of the County, requires the closing of all or part of the beach for the protection of the public, the County may discontinue all or part of its lifeguard services in the affected areas for the duration of such condition, incident or occurrence. The County shall immediately notify the Town when such beach closings occur. The County agrees to cooperate fully with the Town in all matters relating to beach safety and the performance of the lifeguard. The County will provide radios and training to ensure that the lifeguards have the capacity to contact Brevard County Dispatch. Lifeguard response to emergencies occurring at adjacent beaches will be in accordance with County procedures.
- E. The parties agree and understand that in the event of a water related incident, the Brevard County Lifeguard Division personnel will maintain command/control of the scene until the victim(s) is removed from the water. After removal, the County Lifeguard Division will transfer the incident command/control of the scene to the law enforcement agency with jurisdiction of the location of the scene, and/or Fire Rescue. After removal, if law enforcement or Fire Rescue have not yet arrived on scene, then the Lifeguard Division will maintain incident command/control of the scene until law enforcement or Fire Rescue arrives.

5. **LIABILITY AND INSURANCE:**

- A. Neither Party, nor its respective officers, employees, or agents shall assume any liability for the acts, omissions, or negligence of the other Party, or the other Party's officers, employees, or agents.

- B. The Parties further agree that nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity or the statutory limitations of liability under Section 768.28, Florida Statutes by either Party.
  - C. Each Party shall acquire and maintain throughout the term of the Agreement such liability insurance as required to respond to their obligations under this Agreement and Section 768.28, Florida Statutes.
6. **ASSIGNMENTS:** Neither Party shall enter into any agreement with third parties to delegate any or all of the rights or responsibilities in this Agreement without the prior written approval of the other Party.
7. **AUDITING, RECORDS AND INSPECTIONS:** The Parties shall keep books, records, and accounts of all activities related to this Agreement's performance in compliance with generally accepted accounting procedures. The Parties shall make these books, records, and accounts open to inspection during regular business hours by an authorized office representative and shall retain them for a five (5) year period after this Agreement's termination. The Parties agree that all records or documents created in connection with this Agreement are public records, subject to the Florida Public Records Act. The Parties agree to comply with any request for such public records or documents made in accordance with the Act. The Town shall not copyright any reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County under this Agreement.
8. **JURISDICTION, VENUE, FEES, AND CHOICE OF LAW:** The parties agree: (1) Florida state law governs this Agreement's validity, construction and enforcement; (2) in any litigation, the venue shall be Brevard County, Florida, any trial shall be non-jury, and each Party will bear its own attorney's fees and costs; (3) if a court determines any provision in this Agreement to be invalid, the court should modify the provision to best accomplish the parties' original intent, and the remaining provisions shall remain in effect.
9. **ENTIRE AGREEMENT:** This Agreement, including any attached exhibits, riders, and/or addenda, sets forth the entire Agreement between the Parties. This Agreement shall not be modified unless it is in writing, executed by all Parties, and filed with the Brevard County Clerk of Court.
10. **TERMINATION/REVISION OF AGREEMENT:**
- A. This Agreement may be terminated by either party, with or without cause, upon written notice of termination to the other party at least 60 days prior to the date of such termination. In the event this Agreement is terminated by either party, the seasonal lifeguard services provided for herein will cease as of the termination date unless otherwise mutually agreed upon by the parties in writing.
  - B. Either party may request that this Agreement be amended. Such requests must be placed in writing and address the reason for the amendment as well as provide proposed revised language. In order to be deemed effective, the amendment must be approved by both

respective governing bodies, and filed with the Clerk of the Circuit Court in and for Brevard County, Florida.

11. **NOTICE:** The County receives written notice at: The Office of the County Manager, 2725 Judge Fran Jamieson Way, Building C, Viera, Florida 32940. The Town receives written notice at: The Town Manager, Town of Indialantic, 216 Fifth Avenue, Indialantic, Florida 32903.
12. **COUNTERPARTS:** This Agreement may be executed in counterparts, all of which, taken together, shall constitute one and the same Agreement. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations in this Agreement. The Parties agree that scanned images of signatures to this Agreement shall be treated as original signatures in all respects.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the day and year first written above.

Reviewed for legal form and content:

**BREVARD COUNTY, FLORIDA**

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Frank Abbate, County Manager

As approved by the Board on: \_\_\_\_\_

**ATTEST:**

**TOWN OF INDIALANTIC, FLORIDA**

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

\_\_\_\_\_  
\_\_\_\_\_, Town Manager

As approved by the Council on: \_\_\_\_\_

Agenda Item E-1

**SUBJECT: Capital Improvement Plan**

**Staff Report – Town of Indialantic**

**Meeting Date: January 10, 2024**

**Summary:**

Review and discuss the Capital Improvement Plan

**Recommendation:**

MOTION:

Submitted by:

Approved for agenda:

Mollie Carr  
Mollie Carr  
Town Clerk

Michael Casey  
Michael L. Casey  
Town Manager



## Five-Year Capital Improvement Plan FY 2024 to FY 2029

Project Name	Source	FY-24	FY-25	FY-26	FY-27	FY-28	FY-29	6 Year Total
<b>Drainage</b>								
400 Blk Oakland	General	\$140,000						\$140,000
Ramona 6th to 7th	General	\$60,000						\$60,000
607 S. Riverside	General	\$44,000						\$44,000
Miami 300 Blk	General		\$150,000					\$150,000
Watson 500 BLK	General		\$250,000					\$250,000
Stormwater	General	\$244,000	\$400,000					\$644,000
<b>Parks</b>								
Riverside Pier	General		\$150,000					\$150,000
Riverside Pier	FIND		\$100,000					
Orlando Park	FRDAP			\$112,000				\$112,000
Orlando Park	General			\$48,000				\$48,000
Parks								\$310,000
<b>Streets</b>								
Fifth Ave. median	General	\$256,300						\$256,300
South Riverside Dr.	General	\$250,000						\$250,000
6th Ave 200 & 300 Blk	General	\$30,000						\$30,000
South Ramona Miami to 5th	General				\$150,000			\$150,000
South Shannon Melbourne Ave to 6th	General		\$140,000					\$140,000
Watson Shannon to Miramar	General		\$50,000					\$50,000
100 Blk Wayne	General		\$20,000					\$20,000
4th Ave. 400 Blk	General			\$60,000				\$60,000
S. Palm Miami to 5th Ave.	General					\$175,000		\$175,000
Orlando Blvd. Miriamar to Riverside	General						\$70,000	\$70,000
Resurfacing	General	\$536,300	\$210,000	\$60,000	\$150,000	\$175,000	\$70,000	\$1,201,300

## Five-Year Capital Improvement Plan FY 2024 to FY 2029

### Enterprise

Nance Park Bathroom House	FRDAP		\$75,000						\$75,000
Nance Park Bathroom House	Enterprise		\$25,000						\$25,000
Nance Park Pavilion	Enterprise				\$70,000				\$70,000
Nance Crossover	Enterprise	\$55,000							\$55,000
Nance Park Decking	Enterprise					\$75,000			\$75,000
Wavecrest Sidewalk	Enterprise						\$48,000		\$48,000
Wavecrest remaining crossovers	Enterprise	\$7,500	\$15,000						\$15,000
Wavecrest Decking	Enterprise			\$50,000	\$50,000	\$50,000			\$150,000
Sea Parking crossover	Enterprise	\$7,500							\$7,500
Sunrise Crossover	Enterprise	\$7,500							\$7,500
Sunrise Ramp	Enterprise					\$5,000			\$5,000
Crossover #8	Enterprise	\$15,000							\$15,000
									\$0
Enterprise	Enterprise	92,500	115,000	120,000	130,000	98,000	0		555,500
	<b>Total</b>	<b>\$872,800</b>	<b>\$725,000</b>	<b>\$180,000</b>	<b>\$280,000</b>	<b>\$273,000</b>	<b>\$70,000</b>		<b>\$2,400,800</b>

## Agenda Item E-3

**SUBJECT: Discuss possible resolutions regarding the collection and storage of large un-containerized trash**

**Staff Report – Town of Indialantic      Meeting Date: January 10, 2023**

**Summary:**

On December 13, 2023, resident Dick Dunn compelled the Town Council to discuss how the accumulation of large trash piles within the town may be resolved.

The three most frequent Town Codes used to address violators are included in the Agenda Packet as well as the Brevard County Code regarding yard waste collection.

**Recommendation:**

MOTION:

Submitted by:

Mollie Carr  
Mollie Carr  
Town Clerk

Approved for agenda:

Michael Casey  
Michael L. Casey  
Town Manager

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**Sec. 26-20. Accumulations prohibited generally.**

All lands in the town shall be kept free from any kind of trash or filth including, but not limited to, broken tree limbs, leaves or branches, any uncontainerized garbage or refuse, or any other type of material which might conceal pools of water, create breeding places for mosquitoes or which might be otherwise detrimental to the health or safety of the inhabitants of the town. The existence of any such trash or filth is hereby declared to be a nuisance.

(Code 1962, § 16-12; Code 1993, § 8-2)

State law reference(s)—Sanitary nuisances, F.S. § 386.01; nuisances injurious to health, F.S. § 386.041.

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**Sec. 26-36. Disposal of garden trash.**

- (a) All residents and occupants of premises in the town shall deposit garden trash, when and as it is accumulated, upon the street rights-of-way immediately in front of the premises of the person by whom such accumulation is made, or in another approved location which may be from time to time designated by the town, or on or near a used alley where such premises are located upon a used alley, for removal and disposition by the contractor collector for the town but not in that portion of the street used by motor vehicles except for that portion of the street right-of-way containing the resident's driveway.
- (b) Residents and occupants may arrange for private removal and transportation of such garden trash.
- (c) It shall be unlawful for any resident or occupant to deposit garden trash upon any adjoining lot or premises, whether vacant or improved, occupied or unoccupied, or upon any other premises or that portion of the street used by motor vehicles, alley or park, or any canal or waterway within the town.

(Code 1962, § 16-24; Code 1993, § 8-16; Ord. No. 12-14, § 1, 9-18-2012)

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**Sec. 26-39. Placing on land of another.**

It shall be unlawful for any person to place or deposit any trash, filth, weeds, cans, boxes, bottles, tubs, buckets, motor vehicle bodies or parts thereof, or other refuse or garbage on the land of another within the town without written consent of the owner thereof.

(Code 1962, § 16-3; Code 1993, § 8-20)

State law reference(s)—Trespass, generally, F.S. ch. 810.

## INVOICE REGISTER FOR TOWN OF INDIALANTIC

POST DATES 12/01/2023 - 12/31/2023

POSTED PAID

BANK ACCOUNTS: GEN, ENT

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00001959	FPL	11/27/2023		5,406.68	0.00	Paid	Y
00001971	Florida Municipal Ins Trust	12/01/2023		5,025.00	0.00	Paid	Y
00001972	Florida Municipal Ins Trust	12/01/2023		88,301.25	0.00	Paid	Y
00002032	WEISS SEROTA HELFMAN P.L.	12/04/2023		7,046.67	0.00	Paid	Y
00002086	Florida Municipal Ins Trust	01/01/2024		32,508.01	0.00	Paid	Y
00002088	IM SOLUTIONS, INC.	12/20/2023		23,351.19	0.00	Paid	Y

# TOWN MANAGER'S REPORT

January 10, 2024

## 1. Intergovernmental Activity:

- a. **US-192/SR-500 Resurfacing:** FDOT is proposing to resurface US-192/SR-500 (aka Fifth Avenue) from the easternmost relief bridge to SR-A1A in FY-22. (04/16/18) FDOT has agreed to analyze the mid-block crossings and determine if Rectangular Rapid Flashing Beacons (RRFBs) are warranted. (06/18/18) FDOT has determined that pedestrian counts indicate that Rapid Rectangular Flashing Beacons (RRFBs) are not warranted at the Fifth Avenue mid-block pedestrian crossings. However, FDOT did recommend improving the lighting and signage at these locations which will be factored into the resurfacing project that should commence in FY-22. (04/16/19) FDOT has determined that pedestrian activated crossing signals are not warranted for mid-block crossings on Fifth Avenue at this time. (05/08/19) Resurfacing scheduled for FDOT fiscal year 2023, scheduled for 11/22 (2/3/20) FDOT notified of input meetings coming up soon.(11/4/20) FDOT sent notification of changes for crossings during repaving, adding now midblock RRFBs crossings in updated plans. Changes to crossing at Palm for school crossing (2/2/21) Had meeting with FDOT 2/24/21 was advised start date after July 2022 for the state 2023 fiscal year (3/3/21) FDOT updated information on midblock crossings and design (7/6/21) FDOT to give presentation at December Council meeting (11/2/21) FDOT hosting meeting 2/22/22 virtually and in person Eau Gallie Shriners (2/2/22) FDOT is now placing traffic light at Palm Ave. & US-192, raised crosswalks and lowering speed limit to 30 MPH, project late summer to fall time to begin (3/2/22) FDOT to May Council meeting give presentation.(3/29/22) After May meeting council desires to not have traffic light at median, meeting set with FDOT 5/27/2022 to discuss updates (5/27/22) Resolution red flashing light 5<sup>th</sup> & Palm (6/6/22) Waiting for updated plans (7/11/22) Scheduled resurfacing to being 2/6/23 (11/1/22) FDOT message sign stating construction begins 2/8/2023 on causeway (1/31/23) Work has begun as of 2/23/23 (3/1/23) Work continues with on the installation of power for lights (4/6/23) Construction continues mast arms installed at Palm Ave for modified HAWK system (5/3/23) The installation of sidewalks and curbing continue to make project ADA complaint with new standards. Waiting for update from FDOT on project completion estimate (7/3/23) Expect completion fall of 2023 (8/2/23) FDOT advised project completion is the end of November (11/2/23) 200 Blk had installed speed table with bad results and removed, meetings with FDOT and looking at options. FDOT presentation at the December Council meeting (11/30/23) Waiting on Resolution at January Council Meeting (12/29/23)
- b. **Pedestrian Crossing Signals:** FDOT inspected the US-192 intersections at Riverside Drive and SR-A1A on 2/22/19 and are evaluating possible audible pedestrian signal improvements. (03/13/19) Spoke to DOT sent Jay email 8/15/19. FDOT looking at updating traffic lights and crossing conducting study to work into the resurfacing in 22/23 FDOT fiscal year (2/27/20)



# TOWN MANAGER'S REPORT

During meeting 2/24/21 told they are being done during resurfacing in 22/23 FDOT fiscal year (3/3/21) FDOT is now placing traffic light at Palm Ave. & US-192, raised crosswalks and lowering speed limit to 30 MPH, project late summer to fall time to begin (3/2/22) After May meeting council desires to not have traffic light at median, meeting set with FDOT 5/27/2022 to discuss updates (5/27/22) Hybrid crossing at Palm/Fifth waiting updated plans(8/3/22) All mid block crossing have RRFB and flashing lights in roadway, Palm Ave crossing is Hybrid construction begins 2/8/23 (1/31/23) Mast arms installed at Palm Ave. for hybrid light (5/3/23) 200 Blk had installed speed table with bad results and removed, meetings with FDOT and looking at options. FDOT presentation at the December Council meeting (11/30/23)

- c. **Pedestrian Crossing SRA1A:** FDOT adding crossing just north of Watson expected spring of 2022. Also all crossing getting flashing lights in street from US192 to Pineda in future (12/6/21) Have begun from Pineda working south installing lights the end of February and in Satellite Beach this week (3/2/22)Progressing south prep work began (3/29/22) Finished upgrading in road lights flashing and all crosswalks, FDOT will be installing new signage post in middle of roadway in next few weeks (5/27/22) Finished all upgrades waiting for Watson & Miramar (7/14/22) Waiting for update on Watson crossing but also waiting on council decision on 11<sup>th</sup> Ave crossing (1/31/23) Submitted request to FDOT for crossing at 11<sup>th</sup> (3/1/23) FDOT has public meeting scheduled 11/30 for update placement and design for Watson crossing (11/30/23) Meeting went good positive feedback (12/29/23)
- d. **H&H Study Grant:** DEP has grant waiting for final approval (12/6/21) Received email update from FDEP stating the grant is been selected for the resiliency and under final review (3/2/22) Received email awarding the \$86,810 award for H&H completed paperwork for FDEP for contacts and insurance submittal as requested, was told they are reviewing and will follow up soon (5/27/22) State sent additional paperwork to complete (6/27/22) Completing required paperwork to submit to FDEP (8/3/22) Submitted paperwork to FDOT (9/7/22) Grant approved and signed with FDEP, met with engineers to past week to work on timeline (10/6/22) Expecting to start project in January (12/5/22) Quarterly report to state (11/3/23) Quarterly report sent to state waiting on BSE to get updated numbers planning on presentation to the council at the March 2023 meeting (1/31/23) Pushed time to a later date as of priority of other issues (4/6/23)Spoke with SG about moving project forward (8/2/23)
- e. **FDOT Repaving S. SRA1A from US192:** Repaving from US192 to Oak St. in fiscal year 2026 (5/4/22)

## 2. Fiscal Activity:

- 1. **Fifth Avenue median:** The Town is soliciting proposals from Registered Landscape Architects for consideration to develop a plan to replace

## TOWN MANAGER'S REPORT

the existing plants in the Fifth Avenue median. (06/18/18) A recommendation will be presented to Council for 8/8/18. (08/08/18) Staff is negotiating a contract with Susan Hall Landscape Architecture, Inc. (09/12/18) Workshop will be held 10-18-18 at 6:30 p.m. (10-10-18) Options will be presented to Council at the January meeting for approval. (01/09/19) Some coonties in the median are being relocated to Nance and Douglas parks and to the Fifth Avenue median east of SR-A1A to determine if the areas are suitable for relocation once the new plants are installed in the median. (02/13/19) The grant application was sent to FDOT on 3/7/19. (04/16/19) FDOT has approved the application with funding projected in FY-23. (05/08/19) FDOT contacted me and we are on schedule for FY-23 and working with Susan Hall Landscape Architecture, Inc on first past review of submission (7/29/19). Ryan from Susan Hall's sent preliminary information state approved first pass. Working with Ryan on Bid documents (8/1/19) Received initial Project Schedule, Landscape Plans, ITB and Opinion of Project Costs from Susan Halls office for initial submission to DOT for review and I submitted them to FDOT for first review 8/20/19. Heard from DOT Dawn Latchum assigned project number is **442883-2-58-01** for submission (8/21/19). Received comments from FDOT and Susan Hall Landscaping Architecture, Inc is reviewing comments (9/30/19) Spoke with Ryan and his is looking into if lighting can be used (10/28/19) Ryan responded to comments from FDOT on median plans (11/1/19). FDOT wants meeting with landscape architect and town (11/15/19). Meeting wet with FDOT and Susan Hall on 1/28/20 at 2 PM FDOT Deland (11/25/19) Attending meeting and project is still moving forward. Nothing can be done until after repaving is done. Project funded in FDOT 2023 fiscal year earliest project could happen in 8/22 (2/3/20) Ryan recently responded to comments from FDOT (8/4/20) FDOT holding virtual meetings for planning (12/3/20) Updated Susan Hall on new plans for midblock crossings RRFBs (2/2/21) Repaving now scheduled for 22/23 fiscal year (3/1/21) Spoke with Susan Hall gave update on paving project, she advised the final plans are due in June based upon schedule. She has some concerns about current availability and disease issues with vegetation chosen along with a council member question about trees. She would like to schedule speaking at the April Council meeting (3/2/22) FDOT to May meeting do to date change (3/15/22) Meeting with Susan Hall & Kemp on 3/24/22 (3/22/22) Had meeting with Susan Hall and she is updating plans and giving presentation to May Council meeting (3/28/22) Meeting with Susan Hall 4/27 and needs to meeting with SG, emailed presentation for May council meeting (4/25/22) After May meeting council wanted to go to Parks and Rec where Susan Hall gave presentation, Parks and Recreation Committee voted to use the Royal Palm, Ilex Stokes Dwarf, Spider Lily and for ground cover the Asiatic Jasmine, this will be on the June council agenda for final approval (5/27/22) On Council agenda

# TOWN MANAGER'S REPORT

6/8/22 (6/6/22) Susan waiting on updated plans (7/11/22) Got plans from Susan Hall forwarded to FDOT & received back email from FDOT under review (8/22/22) Received questions to FDOT Susan Hall will answer (9/6/22) Working on answers for FDOT grant (9/26/22) Submitted response to Susan Hall for FDOT response (10/6/22) FDOT rejected Royal Palm, Susan Hall to present at the 11/9/22 council meeting options (11/1/22) Submitted final plans to FDOT with updated trees waiting for answer (12/5/22) Responded to FDOT questions and resubmitted (12/27/22) FDOT sent back for correction (1/3/23) Submitted response to FDOT 1/9/23 and requested JPA for the February Council meeting (1/9/23) Dates needed to be updated per FDOT and resubmitted for JPA at special council meeting 2/16//2023 5:30 PM (1/30/23) Council wanted to not remove current palms been working with FDOT and Susan Hall. Received update paperwork for keeping current palms and submitted letter a variation request to keep palms. Can take up to 30 days to get answer, Susan Hall at March Council meeting (3/1/23) Resubmitted new information at request of FDOT after several emails an a conference call, found out only have to have JPA by end of June 2023 (4/6/23) JPA submitted and returned but heard back on variance for palm trees and they want changes (5/3/23) Sent new responses to FDOT on variance request (6/3/23) FDOT approved variance request & I have follow up meeting with Susan Hall to get timeline and bidding (7/24/23) Susan Hall to present at August Council meeting (8/1/23) Sent final timeline and package to FDOT, bid advertising is 9/7/23, pre bid meeting 9/21/23, bid opening 10/19/23 (8/31/23) Had virtual meeting with Susan Hall & FDOT and resubmitted paperwork to FDOT with changes requested by FDOT, waiting on notice to commence from FDOT (10/2/23) FDOT sent back some changes and expect the be reviewed by end of November with latest request pushed advertising for bids (11/2/23) FDOT requested changes to submission and resubmitted (11/29/23) FDOT is expecting to get approval in next few weeks, resubmitted updated plans and time table to FDOT (1/2/24)

### 3. **Organizational Activity:**

- a. **Swale:** Public works installing swale in at 405 Orlando Blvd.(9/30/20) Environmental task force reviewing swale ordinance to make changes, native plant portion separated at going to P&Z December meeting (12/3/20) Native plant and swale ordinance separated plant ordinance before council (2/2/21) Environmental task force working on (6/3/21) Public works installed swale 400 block Melbourne Ave. (8/3/21) EATF is working on swale ordinance again. EATF still working on updating ordinance (9/30/21) EATF still working on swale ordinance, public works installed swale at 211 Eighth (11/2/21) Stability Committee sample swale Orlando & Ramona (2/2/22) Sustainability Committee working on issues (3/29/22) Public works will be installing swale on N. Shannon in front of the Chalets to resolve standing

# TOWN MANAGER'S REPORT

water issue in the next few weeks (5/27/22) Public works installed swale Ormond & Ramona as requested by Sustainability Board (8/3/22) Swale installed in front of Chalet and has resolved issue. Wavecrest by Casuarina Club complaint of water standing, worked with HOA and public works will install a swale agreed by HOA (9/7/22) Locates complete public works will install January 2023 (1/3/23) Project is under construction at this time (1/31/23) Project complete and has eliminated standing water in roadway (3/1/23) Swale installed at 4<sup>th</sup> Ave & S. Riverside (1/2/24)

- b. Riverside Pier met with town engineer about the condition of pier. Pier was built in 2001 at a cost of \$141,700. Some boards on the decking have been replaced over years to repair but majority is original. Decking is in need of replacement. Working with town engineer with options and approximate cost of these repairs. Also looking at the possibility of adding a kayak launch from pier. (10/5/21) First estimate to repair decking only \$120,000 (11/2/21) Placing money into reserves for FY 24 \$125,000 (7/14/22) Moving project to FY 25 for more funding of project (7/3/23)
- c. accident waiting on engineer expectation of cost. Money from insurance received from both crashes and town engineer working on getting quotes to award contract (2/2/22) Engineer is finalizing design to include guardrail and planters to protect area from further damage (3/29/22) Met with SG and he is making intersection crossing ADA compliant, also sent sample of planter (4/7/22) Gave SG the approval on design and he is getting quotes and bids, public works going to build planters (4/25/22) Joe has ordered planters supplies, SG is waiting on contractor to finalize prices so we can enter into contract, issues with the difficulty in getting cement also is one of the issues (5/27/22) SG working on getting bids for work and timeline (6/21/22) Sent email to SG today looking for update (7/11/22) Repairs approved by council at July meeting at work has begun (8/3/22) Concrete work expected 2<sup>nd</sup> week of September (9/7/22) Work finished on roadway and awaiting install of guardrails and replace rotted piling (10/6/22) Boardwalk back open, guardrail and planters waiting install for pipe repair (11/1/22) Temporarily installed jersey barriers to protect boardwalk (1/3/23) Waiting on council approval for pipe repairs so permanent protection and planters installed (1/31/23) After Council moving pipes was decided and BSE is redesigning and getting cost estimates (3/1/23) Estimate received waiting on Mayor to see if any state funding is available (4/6/23) Awaiting meeting setup with SG, JG and planner (5/3/23) Met with SG and urban planner on 5/30/23 and waiting on follow up meeting (5/12/23) Met with urban planner mid-June and stated it would be about 90 days until he gets back with us on some information (7/3/23) Signed agreement with planner (7/19/23) Mayor and I met with urban planner is said it would take about four weeks until he completes conceptual plan and he will be speaking with individual councilmembers before giving presentation to council (8/1/23) Urban planner waiting on survey information so he can upload into CAD to create plans (11/2/23)

## TOWN MANAGER'S REPORT

- d. Comp plan amendment Chapter 163, *Florida Statutes* (F.S.), requirement for local governments to adopt an updated Water Supply Facilities Work Plan and related comprehensive plan amendment within 18 months of governing board approval of the CSEC RWSP per SJRWMD. Sent email to Jim LaRue (4/19/22) Expect this to be finalized for submittal in June (5/27/22) Spoke to Jim LaRue this past week and he is working on update (11/1/22)
- e. Council approved ordering new firetruck, \$400,000 from already reserved money and \$181,426.09 from ARAP funds truck ordered in April expect 22 to 24 month delivery by Chief Flamm (5/27/22) Chief Flamm and Captain Burnett scheduled preconstruction meeting with Sutphen Fire Truck (9/7/22) Fire Chief advised after preconstruction meeting deliver date expected April 2024 (10/6/22) New date expected now in November 2024 (1/2/24)
- f. Hurricane Ian damages and issues, 1400 block Miami road damage, Riverside & Orlando partial collapse, 400 block Oakland pipe issues, 400 block of Genesee, 500 block Watson, Debris pickup interlocal agreement with county put into action (10/4/22) working on FEMA estimates for county (10/6/22) All Debris material picked up and back to normal services with Waste Management (11/1/22) Working with FEMA and have follow up meetings scheduled (1/3/23) Meeting with BSE needed to discuss options (1/3/23) Meeting with BSE and camera pipe damages and BSE working up numbers for repairs for outfall by need info by 2/1 scheduled for 1/26 or 1/27 (1/23/23) BSE sent updated cost to repair for areas, report from inspection coming (1/30/23) Met with FEMA rep today and gave updated cost and they are submitting numbers from damage (1/31/23) Several meetings with FEMA this past month to include site inspections, paperwork completed and returned to FEMA for the two sites and we are waiting on response from FEMA. Also received bill for our portion of the debris pickup from Brevard County \$5,436.30 (3/1/23) Update information on Orlando repairs waiting on from SG price estimates (4/6/23) Information received and all submitted to FEMA (5/3/23) Waiting on approval from FEMA (5/30/23) Mollie had meeting with FEMA (7/19/23) Mollie submitted signed paperwork to FEMA (7/24/23) Waiting on updated plans from BSE for submittal to FEMA (11/2/23)
- g. Fire Chief Flamm submitted is retirement paperwork for 7/24/2023, working advertising and posting for the Fire Chiefs job. No internal candidates are interested at this time (3/1/23) Chief Flamm notified he is pushing his retirement to the end of 2023 (4/6/23) Chief Flamm gave his retirement date as 3/18/24 (8/2/23) Ad placed for Fire Chief position on town website, Indeed and Florida Fire Chiefs' Association with a closing date of 12/15 (11/30/23) Reviewed applications and have five interviews set for 1/16/24 (1/3/24)
- h. Spoke with Jim LaRue as the five year CPI is due in FY 24, will be working on it together in the next few months (8/31/23) Been in contact with Jim LaRue several times the past week working on getting more information (1/3/24)

# Inspection Totals

01/02/2024

1/1

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Column Pre-pour	1
Dry In	1
Electrical - Pre-power	2
Final	19
Final - Electric	3
Final - Mech	2
Final - Roof	3
Footer	1
Framing/ Pre-lath	2
Insulation	1
Miscellaneous	1
Pool - Deck	2
Roof Dry In	3
Rough - Mechanical	1
Rough - Plumbing	4
Sewer	1
Sewer Rough in	1
Tie Beam/Lentil - 1st	2
Window and Door Bucks	1

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Total # of Inspections: 51

# Permit List

01/02/2024

Permit #	Address	Category	Applicant Nam	Date Issued	Valuation	Amount Billed
PB24-0118	101 S MIRAMAR AVE	New	BANDES CONSTRUCTION	12/28/2023	2,500,000.00	\$12,492.45
	Permit Fee				\$8165.00	
	Plan Review Fee				\$4082.50	
	Florida State Surcharge - 3%				\$244.95	
PB24-0117	127 1ST AVE	Remodel	CAG CONSTRUCTION INC	12/28/2023	110,000.00	\$925.65
	Permit Fee				\$605.00	
	Plan Review Fee				\$302.50	
	Florida State Surcharge - 3%				\$18.15	
PB24-0116	129 1ST AVE	Remodel	CAG CONSTRUCTION INC	12/28/2023	65,000.00	\$596.70
	Permit Fee				\$390.00	
	Plan Review Fee				\$195.00	
	Florida State Surcharge - 3%				\$11.70	
PB24-0115	140 6TH AVE	Electrical New	GENERATOR SUPERCENTER OF	12/27/2023	12,540.00	\$134.00
	Permit Fee				\$130.00	
	Florida State Surcharge - \$4 Flat				\$4.00	
PB24-0112	1508 S MIRAMAR AVE	HVAC Replaceme	DURHAM & SONS INC.	12/27/2023	4,927.00	\$79.00
	Permit Fee				\$75.00	
	Florida State Surcharge - \$4 Flat				\$4.00	
PB24-0108	200 S RIVERSIDE PL	Roofing	Heart Roofing LLC	12/20/2023	27,495.00	\$211.15
	Permit Fee				\$205.00	
	Florida State Surcharge - 3%				\$6.15	
PB24-0106	304 9TH TER	New	SUPERIOR FENCE & RAIL OF BRE	12/20/2023	4,672.82	\$94.00
	Permit Fee				\$90.00	

Florida State Surcharge - \$4 Flat	\$4.00						
PB24-0103	700 WAVE CREST AVE CO	Mechanical Repair	ADVANCED ELECTRICAL INNOVA	12/26/2023	7,500.00	\$109.00	
Florida State Surcharge - \$4 Flat	\$4.00						
Comm Permit Fee	\$105.00						
PB24-0102	50 11TH AVE UNIT CMN	Roofing	TECH SYSTEMS INC	12/19/2023	249,350.00	\$1,199.95	
Permit Fee	\$1165.00						
Florida State Surcharge - 3%	\$34.95						
PB24-0101	310 MICHIGAN AVE	New	ALL ALUMINUM & SCREENING, LL	12/18/2023	27,000.00	\$206.00	
Permit Fee	\$200.00						
Florida State Surcharge - 3%	\$6.00						
PB24-0100	415 WAYNE AVE	Replacement	Voltage Brothers Corp	12/18/2023	1,475.00	\$79.00	
Permit Fee	\$75.00						
Florida State Surcharge - \$4 Flat	\$4.00						
PB24-0099	909 S MIRAMAR AVE	Demolition	Grounded Builds Brevard	12/15/2023	10,000.00	\$119.00	
Permit Fee	\$115.00						
Florida State Surcharge - \$4 Flat	\$4.00						
PB24-0098	140 6TH AVE	New	ERIC THE GAS MAN LLC	12/20/2023	2,733.00	\$84.00	
Permit Fee	\$80.00						
Florida State Surcharge - \$4 Flat	\$4.00						
PB24-0097	105 ORMOND DR	Roofing	Dale Hedrick	12/12/2023	35,000.00	\$247.20	
Permit Fee	\$240.00						
Florida State Surcharge - 3%	\$7.20						
PB24-0096	107 ORMOND DR	Roofing	Dale Hedrick	12/12/2023	35,000.00	\$247.20	
Permit Fee	\$240.00						
Florida State Surcharge - 3%	\$7.20						
PB24-0095	101 ORMOND DR	Roofing	Dale Hedrick	12/12/2023	35,000.00	\$247.20	



Permit Fee	\$240.00					
Florida State Surcharge - 3%	\$7.20					
PB24-0094	109 ORMOND DR	Roofing	Dale Hedrick	12/12/2023	35,000.00	\$247.20
Permit Fee	\$240.00					
Florida State Surcharge - 3%	\$7.20					
PB24-0093	103 ORMOND DR	Roofing	Dale Hedrick	12/13/2023	35,000.00	\$247.20
Permit Fee	\$240.00					
Florida State Surcharge - 3%	\$7.20					
PB24-0092	500 S RAMONA AVE	Remodel	POOL DOCTOR OF BREVARD INC	12/13/2023	23,272.00	\$190.55
Permit Fee	\$185.00					
Florida State Surcharge - 3%	\$5.55					
PB24-0091	212 EIGHTH AVE	Window, Doors &	BJORKLUND, CARL; BJORKLUND,	12/11/2023	1,400.00	\$79.00
Permit Fee	\$75.00					
Florida State Surcharge - \$4 Flat	\$4.00					
PB24-0087	505 N MIRAMAR AVE	Roofing	JOHNSON, ELWIN AGUSTUS	12/08/2023	362,202.75	\$1,665.51
Permit Fee	\$1617.00					
Florida State Surcharge - 3%	\$48.51					
PB24-0086	106 OCEAN TER	Roofing	Dale Hedrick	12/05/2023	35,000.00	\$247.20
Permit Fee	\$240.00					
Florida State Surcharge - 3%	\$7.20					
PB24-0085	104 OCEAN TER	Roofing	Dale Hedrick	12/05/2023	35,000.00	\$247.20
Permit Fee	\$240.00					
Florida State Surcharge - 3%	\$7.20					
PB24-0083	221 WAYNE AVE	Electrical New	MONA LEE SOLAR MA LLC	12/05/2023	25,710.00	\$200.85
Permit Fee	\$195.00					
Florida State Surcharge - 3%	\$5.85					

PB24-0081	102 OCEAN TER	Roofing	Dale Hedrick	12/04/2023	35,000.00	\$247.20
Permit Fee	\$240.00					
Florida State Surcharge - 3%	\$7.20					
PB24-0080	100 OCEAN TER	Roofing	Dale Hedrick	12/04/2023	35,000.00	\$247.20
Permit Fee	\$240.00					
Florida State Surcharge - 3%	\$7.20					
PB24-0079	242 MIAMI AVE	New	MARTIN POOLS & SPAS INC	12/04/2023	62,625.00	\$391.40
Permit Fee	\$380.00					
Florida State Surcharge - 3%	\$11.40					
PB24-0078	427 1ST AVE	Repair	GPS PLUMBING	12/08/2023	9,200.00	\$119.00
Permit Fee	\$115.00					
Florida State Surcharge - \$4 Flat	\$4.00					
PB24-0077	231 2ND AVE	Window, Doors &	THE HOME DEPOT	12/04/2023	25,854.00	\$200.85
Permit Fee	\$195.00					
Florida State Surcharge - 3%	\$5.85					
PB24-0075	320 MIAMI AVE	HVAC Replaceme	ABLE AIR INC.	12/05/2023	9,602.00	\$79.00
Permit Fee	\$75.00					
Florida State Surcharge - \$4 Flat	\$4.00					
PB24-0073	237 TAMPA AVE	Remodel	SKYLINE BUILDERS AND DEVELO	12/04/2023	64,415.00	\$401.70
Permit Fee	\$390.00					
Florida State Surcharge - 3%	\$11.70					
PB24-0072	310 ORMOND DR	Window, Doors &	SARGEANT, PAUL A; SARGEANT,	12/13/2023	8,055.88	\$224.00
Permit Fee	\$220.00					
Florida State Surcharge - \$4 Flat	\$4.00					
PB24-0071	305 9TH TER	Window, Doors &	ATLANTIC STORM PROTECTION	12/01/2023	6,118.84	\$104.00
Permit Fee	\$100.00					

Florida State Surcharge - \$4 Flat	\$4.00						
PB24-0068	50 11TH AVE UNIT CMN	Fire	WIGINTON FIRE SYSTEMS	12/20/2023	13,624.00	\$139.05	
Permit Fee	\$135.00						
Florida State Surcharge - 3%	\$4.05						
PB24-0066	120 TAMPA AVE	HVAC Replaceme	KEEP N COOL INC	12/20/2023	9,585.00	\$79.00	
Permit Fee	\$75.00						
Florida State Surcharge - \$4 Flat	\$4.00						
PB24-0056	107 WATSON DR D	New	Allied Fence LLC	12/01/2023	7,625.00	\$109.00	
Permit Fee	\$105.00						
Florida State Surcharge - \$4 Flat	\$4.00						
PB23-0320	1004 WAVE CREST AVE	Demolition	Grounded Builds Brevard	12/19/2023	10,000.00	\$104.00	
Permit Fee	\$115.00						
Florida State Surcharge - \$4 Flat	\$4.00						

Number of Permits	37	Total Billed:	\$22,641.61
Populatio	All Records	Total Construction Valu	\$3,976,982.29

**Code Enforcement, December 2023**

<u>Location:</u>	<u>Description:</u>	<u>Date:</u>	<u>Notice Frame</u>	<u>Code:</u>	<u>Extra Info:</u>	<u>Status:</u>	<u>Notes</u>
	<u>Notified Date</u>	<u>CB Date</u>					
<b>Zone 1</b>	North of Fifth Avenue/Westside						
417 Michigan Ave	trailer in driveway	11/22/23	12/4/2023	Sec 113.236(b)(3)	trailer in driveway	compliant	On 11/22/23, CS/ss observed a trailer parked in the driveway. 7 day Courtesy letter to be sent. Owner removed the trailer on 12/4/23. ss
501 N Palm Ave	Sailboat in side yard. Uhaul trailers in DW	11/22/23		Sec 113.236(b)(3)	Boat storage/ trailers in driveway	notified	On 11/22/23 CS/ss observed a sailboat being stored in the side yard along the street. It needs to be moved to the rear yard. Also, multiple (10+) Uhaul trailers were ringed around the driveway of the house. 7 day Courtesy letter 11/27/23 CS informs me the UHauls are gone. ss 12/6/23 SS observed the Sailboat still in the side yard. Second notice sent. Owner given till 01/07/24 to finish fence repairs ss
337 Michigan Ave	Boat in driveway	12/15/23		Sec 113.236(b)(3)	Boat storage/ trailers in driveway		On 12/15/23 it was observed there was a boat in the driveway that had been seen prior to this date as well. A Courtesy Letter was written requiring compliance by 12/24/23. on 1/2/24, CS/ss observed still non-compliant. A 2nd notice will be sent. Ss
430 Watson Dr	RV in driveway	10/9/2023	1/2/2024	Sec 113.236(b)(3)	RV in driveway	compliant	CS/ss observed an RV parked in the driveway. 10/9/23 Courtesy letter. Sent an appeal letter in, CS spoke to the owner and explained there is not appeal other than going in front of the Code Board. HO requested a meeting with the Code Board. Meeting will be set for December. ss 10/19/23 10/23/23 HO was offered a meeting with BoA for definition opinion. HO called and said he'll go before BoA as first step. Meeting to be set up for December. ss 10/31 HO sent email notification for the BOA mtg on December 4. 11/15 HO sent Certified/Registered letter notifying him of the Dec 4 mtg. ss 12/4/23 BOA confirmed CS ruling. HO advises he'll have the RV moved by the first of the year - 30 days. ss CS found them compliant on 1/2/24.
<b>Zone 2</b>	North of Fifth Avenue/Eastside						
405 N Ramona Ave	Boat in driveway	11/22/23		Sec 113.236(b)(3)	Boat in driveway	notified	12/6/23 SS observed boat in driveway. 7 day Courtesy letter to be sent. Comply date of 12/25 being 'paused' so that the owner can talk to Cliff when he returns on 12/27. Owner contacted department requesting the meeting. 12/21 ss. CS spoke with the HO and will extend the date out 2 weeks from 01/02/24 - to 01/16/24. xx
109 1st Ave	RV in driveway	01/02/24		Sec 113.236(b)(3)	RV in driveway	notified	On 1/2/24, CS observed RV in front of front structure line. A courtesy letter will be sent. ss
117 1st Ave	RV in driveway	01/02/24		Sec 113.236(b)(3)	RV in driveway	notified	On 1/2/24, CS observed RV in front of front structure line. A courtesy letter will be sent. ss
337 2nd Ave	RV on right of way, trailer/camper in front of front line structure	01/02/24		Sec 113.236(b)(3)	RV on right of way, trailer/camper in front of front line structure	notified	On 1/2/24 CS observed 2 violations - RV on right of way, trailer/camper in front of front line structure. A courtesy letter will be sent. Ss
120/122 1st Ave	unpermitted work being conducted	01/02/24			duplex demolition without a permit	stop work order	a complaint was received about unpermitted work being done. CS/ss observed what appeared to be a duplex being gutted. CS approached the person on-site and came to an agreement that work would cease. A demolition permit would be obtained after the fact, and then a permit for the rebuild would be pulled after.
134 Fifth Ave	No BTR	12/20/23		Sec 30.19	No info on file regarding the business located there. No BTR on file	notified	Letter sent regarding the violation on 12/20/23. Given 7 days to comply. Ss
130 1st Ave	Boat in driveway	11/22/23		Sec 113.236(b)(3)	Boat in driveway	notified	to 12/20 because fence work is being done. Ss 12/1/23 CS observed same violations on 01/02/2024 and since 2nd warning was sent, I will send a Final with an invite to a CEB meeting if it is not addressed by the time of the
<b>Zone 3</b>	South of Fifth Avenue/Westside						
250 Miami Ave	RV/Boat parking, storage	12/12/2023	10/xx/23	Sec 113.236(b)(3)	Trailer and Boat in front yard	compliant	observed by cs/ss on 7/13/23, will issue Courtesy letter—CS has talked to them—They are making progress towards compliance and are communicating with Cliff—On 9/27/23, the west side of the property is still not in compliance—A trailer and RV are still there—CS says they've had enough time—Send 2nd notice 9/28 ss—12/12/23 boats and trailer in front of front structure line. Property is not neat and tidy. Letter sent. ss CS observed the property to be compliant on 01/02/24 where they have a permit and are building a fence to get it out of view. ss
707 S Palm Ave	Boat in driveway	11/22/23		Sec 113.236 (b)(3)	Boat in Driveway	notified	On 11/22/23 CS/ss observed a boat being stored in the driveway. 7 day Courtesy letter to be sent. On 12/6/23, SS observed boat in driveway. I will send a Second Notice. Ss CS observed the property to still be non-compliant after a 2nd notice. A final will be prepared with an invite to the CEB meeting if not in compliance by then ss

**Code Enforcement, December 2023**

<b>Zone 4</b>	<b>South of Fifth Avenue/Eastside</b>						
904 Wave Crest Ave	garbage, furniture piles	12/05/23	12/15/2023	Sec. 26-20	Garbage, Furniture piles	unfounded	on 12/6/23 a resident complained about the furniture and garbage in front of a complex being renovated. Provided 2 pictures which are part of the record. A notice of violation was sent on 12/7/23 to the registered owner. 12/6/23 SS did a driveby to observe the violations, and found it as advertised by the neighbor. Courtesy letter was sent ss. On 12/15/23, spoke to contractors Grounded Builds since they were doing work in the area. Will told me they had brought in trailers to haul away the stuff another contractor didn't clean up. ss verified on 12/18/23 that it was cleaned up and the original complainant came in the thank us for rectifying the problem. ss
1501 Wave Crest Ave	Prohibited Use	11/27/23	12/6/2023	Sec 113-332	Vacation Rental	compliant	11/27/23 observed property advertising in AirBnb and VRBO for less than 90 day rental. Sent information to IPD to investigate. Sent letter certified/registered. Received notice of signature on 11/30. Ads on both vacation rental sites were taken down by 12/6/23. ss
315 Miami Ave	RV/Boat parking, storage	12/12/2023	12/15/2023	Sec 113.236(b)(3)	Boat in front yard	compliant	12/12/23 boat in driveway. Courtesy letter sent. Ss
115 Melbourne Ave	Prohibited Use	11/27/23		Sec 113-332	Vacation Rental	notified	11/27/23 observed property advertising in AirBnb and VRBO for less than 90 day rental. Sent information to IPD to investigate. IPD found it to be in violation. Sent C/R letter, did not receive card back where it was delivered. On 12/27/23 saw it advertising again on both sites. C/R letter (2nd Final) sent again. On 1/2/24, the property was still being advertised as a STR. CS will post the property on 1/3/24 for immediate C & D, with CEB meeting if not achieved.
<b>Zone 6</b>	<b>Miramar &amp; Wave Crest</b>						

# FIRE DEPARTMENT 2023 ANNUAL RESPONSE REPORT

	# OF FIRES	DEATHS	INJURIES	DOLLAR LOSS
Private Dwellings (1 or 2 family), Including mobile homes	2	0	0	0
Apartments (3 or more families)	0	0	0	0
Hotels and Motels	0	0	0	0
All Other Residential (dormitories, boarding houses, tents, etc.)	0	0	0	0
TOTAL RESIDENTIAL FIRES	2	0	0	0
Public Assembly (church, restaurant, clubs, etc.)	0	0	0	0
Schools And Colleges	0	0	0	0
Health Care And Penal Institutions (hospitals, nursing homes, prisons, etc.)	0	0	0	0
Stores And Offices	0	0	0	0
Industry, Utility, Defense, Laboratories, Manufacturing	0	0	0	0
Storage In Structures (barns, vehicle storage garages, general storage, etc.)	0	0	0	0
Other Structures (outbuildings, bridges, etc.)	0	0	0	0
TOTALS FOR STRUCTURE FIRES	2	0	0	0
Fires In Highway Vehicles (autos, trucks, buses, etc.)	3	0	0	27,151
Fires In Other Vehicles (planes, trains, ships, construction or farm vehicles, etc.)	0	0	0	0
Fires outside of Structures with Value involved, but Not Vehicles	1	0	0	0
Fires in Brush, Grass, Wildland (excluding crops and timber), with no value involved	0	0		
Fires in Rubbish, Including Dumpsters (outside of structures), with no value involved	0	0		
All Other Fires	2	0	0	0
TOTALS FOR FIRES	8	0	0	27,151
NON-FIRE RESPONSES				
Rescue, Emergency Medical Responses (ambulance, EMS, rescue)	291			
False Alarm Responses (malicious or unintentional false calls, malfunctions)	26			
Mutual Aid Responses Given	68			
Hazardous Materials Responses	2			
Other Hazardous Responses (arcing wires, bomb removal, power line down, etc.)	12			
All Other Responses (smoke scares, lock-outs, animal rescue, etc.)	116			
TOTAL FOR ALL INCIDENTS	523			

## FIRE DEPARTMENT MONTHLY REPORT

23-Dec

	# OF FIRES	DEATHS	INJURIES	DOLLAR LOSS
Private Dwellings (1 or 2 family), Including mobile homes	0	0	0	0
Apartments (3 or more families)	0	0	0	0
Hotels and Motels	0	0	0	0
All Other Residential (dormitories, boarding houses, tents, etc.)	0	0	0	0
TOTAL RESIDENTIAL FIRES	0	0	0	0
Public Assembly (church, restaurant, clubs, etc.)	0	0	0	0
Health Care And Penal Institutions (hospitals, nursing homes, prisons, etc.)	0	0	0	0
Stores And Offices	0	0	0	0
Storage In Structures (barns, vehicle storage garages, general storage, etc.)	0	0	0	0
Other Structures (outbuildings, bridges, etc.)	0	0	0	0
TOTALS FOR STRUCTURE FIRES	0	0	0	0
Fires In Highway Vehicles (autos, trucks, buses, etc.)	0	0	0	0
Fires In Other Vehicles (planes, trains, ships, construction or farm vehicles, etc.)	0	0	0	0
Fires outside of Structures with Value involved, but Not Vehicles	0	0	0	0
Fires in Brush, Grass, Wildland (excluding crops and timber), with no value involved	0	0		
Fires in Rubbish, Including Dumpsters (outside of structures), with no value involved	0	0		
All Other Fires	0	0	0	0
TOTALS FOR FIRES	0	0	0	0
Rescue, Emergency Medical Responses (ambulance, EMS, rescue)	31			
False Alarm Responses (malicious or unintentional false calls, malfunctions)	3			
Mutual Aid Responses Given	4			
Hazardous Materials Responses	0			
Other Hazardous Responses (arcing wires, bomb removal, power line down, etc.)	1			
All Other Responses (smoke scares, lock-outs, animal rescue, etc.)	1			
TOTAL FOR ALL INCIDENTS	40			