

**Agenda**  
**Town of Indialantic**  
**Regular Meeting of the Town Council**  
**Council Chamber, 216 Fifth Avenue, Indialantic, FL 32903**  
**Wednesday, February 8, 2023, at 7:00 p.m.**

**A. Call to Order:**

Honorable Mark McDermott, Mayor  
Honorable Stu Glass, Deputy Mayor  
Honorable Julie McKnight, Councilmember  
Honorable Doug Wright, Councilmember  
Honorable Loren Strand, Councilmember

1. Pledge of Allegiance:
2. Changes to Agenda:
3. Presentations: Fifth Avenue Study Committee Update (Greg Harrigan, Chairman, et al.)
4. Public Comments, Non-Agenda Items  
Note: Persons wishing to address the Town Council on a matter not listed on the agenda may speak at this time. Speakers shall 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: Board of Adjustment; Budget and Finance; Civil Service; and the Fifth Avenue Study Committee
  - There will be a Special Town Council Meeting on Thursday, Feb. 16, 2023 at 5:30 p.m. at Town Hall to review/approve a Joint Partnership Agreement with FDOT for the Fifth Avenue median landscaping project.
  - Town Hall will be closed on Monday, Feb. 20, in observance of Presidents' Day

**B. Consent Agenda:**

1. Approve town council meeting minutes Jan. 11, 2023
2. Approve stormwater agreement – Fourth Avenue Townhomes
3. Approve FEMA grant agreement #Z2961 for Hurricane Ian assistance
4. Approve the following Appointments/Reappointments:
  - a) Heritage Committee – Reappoint Pam Dunn; reappoint Denise Bozeman
  - b) Parks, Recreation, & Beautification Committee – Reappoint Stacie Miller

**C. Ordinances and Public Hearings:**

1. Ordinance 2023-01, First Reading/Public Hearing, *Changing regular council meeting dates/times:*

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO TOWN COUNCIL MEETINGS; MAKING FINDINGS; AMENDING AND PROVIDING FOR THE TIME, PLACE, AND LOCATION OF TOWN COUNCIL MEETINGS; AMENDING SECTION 2-31 AND 2-32, TOWN OF INDIALANTIC CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY/ INTERPRETATION; AND PROVIDING AN EFFECTIVE DATE.

**D. Unfinished Business:**

1. Request for Rectangular Rapid Flashing Beacon (RRFB) at S. Miramar Ave. and Eleventh Ave.
2. Town notification systems

**E. New Business:**

1. Social Media Policy Review (Glass)
2. IT Options (Strand)
3. Disbursement of Witch Way 5K proceeds
4. Storm Water Pipe Repairs at 5<sup>th</sup> Ave. and Wavecrest Ave.
5. Town Lobbyist tasks: Advocate for holiday decorations on FP&L Poles

**F. Administrative Reports:**

1. Town Attorney
2. Town Manager

**G. Council Reports:**

**H. 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, he 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.

**Meeting Minutes**  
**Town of Indialantic**  
**Regular Meeting of the Town Council**  
**Council Chamber, 216 Fifth Avenue, Indialantic, FL 32903**  
**Wednesday, January 11, 2023, at 7:00 p.m.**

**A. Call to Order:**

A regular meeting of the Indialantic Town Council was called to order by Mayor McDermott at 7:00 p.m. with the following members present:

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

Also present:

Michael Casey, Town Manager  
Paul Gougelman, Town Attorney  
Rebekah Raddon, Town Clerk  
Michael Connor, Chief of Police  
Sgt. Dovel, Police Dept.  
Sgt. Weber, Police Dept.  
Officer Sweeney, Police Dept.  
Capt. Burnett, Fire Dept.  
David Murtha, Fire Dept.

Mayor McDermott led the Pledge of Allegiance followed by a moment of silence to reflect on the recent passing of Vincent Benevente, who served on the town council for 14 years as well as several town boards and committees.

Police Chief Connor introduced Indialantic's newest police officer, Kevin Sweeney. Officer Sweeney served in the US Army for 20 years before working for the West Melbourne Police Department. Officers Sweeney and Dovel departed the meeting.

1. Mayor McDermott suggested changes to the order of items on the agenda: he would like to read public announcements and discuss New Business Item #7 Manatee Hustle 5K prior to the Flock Safety automated license plate reader presentation.
2. Mayor McDermott read the following Public Announcements:

- There are openings on the following boards and committees: Board of Adjustment; Budget and Finance; Civil Service; and the Fifth Avenue Study Committee
- Town Hall will be closed on Monday, Jan. 16, in observance of Martin Luther King Jr. Day
- Annual beach parking permits for 2023 are available at Town Hall; bring current vehicle registration and \$40. Residency is not required to purchase.

**Agenda item New Business #7. Approve/Designate Special Event Manatee Hustle 5k:**

Discussion ensued; concerns were raised over the potential for traffic issues and short notice provided by race organizers. Paul Gougelman advised that the certificate of insurance is a meaningless document and the only way to ensure coverage is to obtain a copy of the full policy showing the Town as additional insured.

Motion by Councilmember Wright, seconded by Councilmember Strand to designate and approve the special event Manatee Hustle 5K.

Motion carried 3-1; nay vote by Deputy Mayor Glass.

**Agenda item A. 1. Presentations: Automated License Plate Readers by Flock Safety:**

Police Chief Connor advised that four license plate reading cameras were installed in Town recently to aid in solving crime. He invited Flock Safety representative Laura Holland to speak.

Ms. Holland gave a Powerpoint<sup>1</sup> presentation and spoke at length regarding automated license plate readers and answered numerous questions from the councilmembers and residents. In summary, the Automated License Plate Readers (ALPRs) take a still image of the back of each vehicle and record the plate information, vehicle type, body, and color. No biometric information is captured. The data is not used for traffic enforcement, and is automatically deleted in 30 days. Data is never sold or shared, and there is no third party. When information is accessed by law enforcement, the user name and reason for accessing the information is recorded for transparency and accountability. Ms. Holland noted the importance of Chief Connor's written policy<sup>2</sup> for use of the ALPR system. She gave real-life examples of how the ALPR system has solved crimes such as car-jacking, murder, and child abduction.

Councilmembers held lengthy discussion; in summary, they raised concerns regarding the struggle for laws to keep up with technology; the possibility of opting out of the program and the legislation necessary to do so; cyber security and the potential for hacking, and the potential for information to be used for other purposes. Chief Connor explained his policies and procedures for how the system would be utilized and advised that in Indian River County, it will be particularly helpful for solving vehicle and residential burglaries. He advised that his policy is more stringent than



FDLE's policy and he gave examples of crimes that were solved here utilizing data from the ALPR's.

Public Comments:

Kevin McMahon, 440 First Avenue, is not opposed to the use of ALPR's but expressed concerns regarding where the data lives and how it will move between agencies. He feels AWS is not secure.

John Greco, 418 Seventh Avenue, inquired how one would opt out of the program after data has already been collected. He feels that is just giving people false hope. He inquired about worst-case scenarios happening as a result of using ALPRs.

Dee <last name unknown> Tampa Avenue, worries about crime in other areas and inquired about how the data is coordinated between jurisdictions as she has been accosted in other cities.

Lee Guthrie, 201 Melbourne Avenue, received confirmation that other cities have or will soon have ALPR's, and that they are in use currently in Indialantic. She inquired if it is necessary to have ALPR's in Indialantic since other cities have them, and suggested information be posted online.

Mayor McDermott asked to have Flock Safety's transparency portal added to the Town's website.

Vinnie Taranto, 330 Tenth Terrace, inquired about blurring out portions of images to maintain privacy. He inquired about portal or back-end access, and advised that all devices have IP addresses.

Loren Goldfarb, 320 DeLand Avenue asked for clarification regarding images; he inquired if they are kept for 30 days or if the Town owns them; if the town owns them then the Town sets the policy for how long they are kept.

Ms. Hobbs answered the questions posed during public comment and council discussion resumed, in particular regarding "opting out". One individual noted that "opting out" is meaningless unless the person never leaves Indialantic, since other jurisdictions have them in place.

Dick Dunn, 330 Tampa Avenue, noted that information regarding the license plate will have to be collected in order to opt out.

Dave Berkman, 225 Eighth Avenue, inquired about what owning the data means because the data is shared between agencies.

Brett Miller, 220 Cocoa Avenue, inquired if the technology is capable of doing facial recognition, and noted that it is a slippery slope as contracts can be amended.

**B. Consent Agenda:**

1. Approve Council Meeting Minutes 12-7-2022
2. Approve/designate special event Craft Fair (TNT Events, Inc) in Nance Park from 10 a.m. – 5 p.m., Feb. 25-26; authorize park closure
3. Approve Res. 01-2023 Supporting the Florida League of Cities Legislative Platform (Glass)
4. Approve \$7,675.20 firefighter assistance grant for thermal imaging camera

Motion by Deputy Mayor Glass to approve the consent agenda. Councilmember Strand requested item #4 firefighter assistance grant be pulled for discussion.

Deputy Mayor Glass amended his motion, approving consent agenda items 1-3. Councilmember Wright seconded the amended motion which passed unanimously, 4-0.

Councilmember Strand inquired if the firefighter grant required matching funds; Mr. Casey advised that it did not.

Motion by Councilmember Strand, seconded by Deputy Mayor Glass, and vote unanimous to approve Consent Agenda item #4 Firefighter assistance grant for thermal imaging camera. Motion carried 4-0.

**C. Ordinances and Public Hearings: (None)**

**D. Unfinished Business: (None)**

**E. New Business:**

1. Automated License Plate Reading – Flock Safety

Town Attorney Gougelman spoke regarding legal aspects of ALRPs and advised that the law would likely look favorably on ALRPs since photos are taken in the public domain on a public street. Lengthy discussion ensued. Councilmembers expressed concerns, in particular regarding being left out of the process as the item was not discussed in a council meeting. It was noted that the funds to pay for the ALRPs and operate them for one year were paid for by an anonymous donation. It was also noted that not all purchases go before council for approval. There was discussion regarding allowing the town manager the discretion to do his job while providing accountability and checks and balances. Mr. Gougelman described purchasing pencils as entering into a legal contract, and advised the council that they can set parameters for the manager and also for him with regard to how much legal review they would like.

Public Comments:

Dick Dunn, 330 Tampa Avenue, commented that this item should have been brought to the town council because it affects residents. It is different than replacing windows or fire rescue equipment. Guidance from town council should be sought for anything affecting residents and the manager should consult the attorney if there is uncertainty.

Loren Goldfarb, 320 DeLand Avenue, has no issues with the cameras but is concerned that this wasn't put on an agenda. For comparison, he pointed out that the firefighter assistance grant for a thermal imaging camera was on tonight's agenda for council's approval. He feels residents deserve open debate and commented that even repetitive, annual purchases such as lawn maintenance are put on the agenda, so a binding contractual agreement for ALPR's should be.

Carrie Foy, 235 Wayne Avenue, inquired if someone "opts out" and their car is stolen, then what happens? She advised that she has cameras on her property and anyone going to Publix is recorded and she keeps that data forever, and can share with law enforcement if she wishes. She noted that anyone outside in public should assume they are being seen and recorded. She supports the use of ALPRs. She feels the unintended consequences of requiring council to review and approve everything is that people may be less likely to donate funds to the town. She trusts the town manager and department heads to make decisions that are in the best interest of the town. She feels some posts on social media written by an elected official promoted controversy on the topic.

Brett Miller, 220 Cocoa Avenue, feels that everyone involved had good intentions but installing ALPRs is a policy decision which must be brought to the town council. Anything affecting residents' constitutional rights is a policy decision, not a managerial decision.

Dick Dunn, 330 Tampa Avenue, inquired about the location of the cameras and confirmed that the cameras cannot be used to perform a traffic study.

Vinnie Taranto, 330 Tenth Terrace, advised that purchases over \$5,000, anything affecting civil liberties, and/or additional functions of the police department should be brought to town council for approval.

Jim Vaidic, 110 Melbourne Avenue, received confirmation that the donation provided funding for installation and a year of service, and future years would be budgeted unless the donor decides to continue funding it.

Anita Mueller, 610 S Miramar, is a new resident and safety is very important to her. She would hate to see something like the Idaho murders take place here and not have the ability to solve crimes. She noted that the vehicle was the biggest piece of evidence in that case and it took 6 weeks to find it.

Chief Connor read a portion of an affidavit regarding that case, noting that the vehicle was spotted via an ALPR in California.

Town Manager Casey advised that in hindsight, knowing the town's reaction, he would have put this item on the agenda even though he's not legally obligated too.

There was consensus about writing a policy; Mr. Gougelman indicated he would like to collaborate individually with the mayor and Councilmember Wright on a draft. Councilmember Strand would like to see the "opt out" addressed.

2. Request for Rectangular Rapid Flashing Beacon (RRFB) at S. Miramar Ave. and Eleventh Ave.  
Mr. Casey advised that this topic needs to be researched more and will be on a future agenda.
3. Promotion/utilization of the Everbridge Emergency Alert Notification System  
Councilmember Strand would like to increase the number of residents signed up for the emergency notification system as only 30% have opted to receive alerts. Most people don't know about it and he would like to do more outreach.

Lengthy discussion ensued regarding ways the town keeps residents informed which includes such as social media, mailers and newsletters, the website, and Benchmark emails. Deputy Mayor Glass urged the council to watch the Florida League of Cities webinars. He would like to have the town's Social Media policy reviewed next month as it ties into the topic.

Motion by Councilmember Strand, seconded by Councilmember Wright, to authorize the town manager to develop a strategy and action plan to improve awareness of the alert system to residents, provide for direct discussion with residents who are not subscribed about the benefits, how to subscribe and, if needed, direct assistance subscribing, improve the timeliness, type and content of messages sent from the alert system, and provide adequate cross training and documentation of the alert system.

Public Comments:

Gabrielle Strand, 120 Ormond Drive, spoke regarding outreach to residents. People are familiar with the county system but don't know about our local notification system.

Loren Goldfarb, 320 DeLand Avenue, urged everyone to look at best practices. We are a small enough town that we can go door to door. No one reads the newsletter, emails

aren't effective, and social media is full of nonsense. He encouraged a texting based notification system. He feels people won't mind receiving texts.

It was noted that Everbridge is for disseminating emergency information.

Lee Guthrie, 201 Melbourne Avenue, suggested a tab on the home page titled "How to get information..." She prefers to receive information by text and likes to have numerous reminders.

Motion carried unanimously, 4-0.

4. Benchmark email mailing lists

Mayor McDermott suggested separate email distribution lists for Council Agendas, Council Meeting Minutes, Town Manager notes, and a Mayor's Update. No consensus was reached.

5. Beach Parking Permits for Town Employees

Deputy Mayor Glass received a request from town staff that they be allotted two beach parking permits at no charge. Staff are currently allotted one free pass per year whereas elected officials and board/committee members are allotted two free passes. Employees are good stewards of the beaches and this would be an additional benefit for them and their families.

Motion by Deputy Mayor Glass, seconded by Councilmember Wright, and vote unanimous to approve two beach parking decals for town employees. Motion carried 4-0.

6. Regular town council meeting schedule

Brief discussion ensued regarding the unusual town meeting schedule which currently has the town council meeting on the "Wednesday preceding the second Thursday of each month." Town Clerk Raddon noted that it is confusing for residents to try to remember and changing it to the second Wednesday of the month would be much simpler. She added that changing the meeting time to 6:00 p.m. would also be beneficial. She advised that most municipalities in Brevard County have earlier starting times for their council meetings.

Motion by Mayor McDermott, seconded by Councilmember Strand, and vote unanimous to approve drafting an ordinance changing the town council meeting schedule. Motion carried 4-0.

It was noted the time of the meetings could be adopted by resolution. [Drafter's note: It was determined later that both the date and time will be adopted by ordinance].

7. Approve/Designate Special Event: Manatee Hustle 5K – This item was discussed after Public Announcements.

**F. Public Comments, Non-Agenda Items:**

Vinnie Taranto, 330 Tenth Terrace, Sustainable Community and Resiliency Committee Chairman, spoke regarding projects the committee is working on which include a sustainability plan and a swale ordinance.

**G. Administrative Reports:**

1. Town Attorney - None
2. Town Manager – Mr. Casey commended the police and fire department for their response in providing aid to a construction worker who was electrocuted.

**H. Council Reports:**

Councilmember Strand asked Town Clerk Raddon to include the ACLU report<sup>3</sup> he distributed as an attachment to the meeting minutes. He inquired about sending flowers to Vincent Benevente's family and offered to pay for them. He spoke briefly regarding the Space Coast League of Cities dinner he attended. He read a tribute in remembrance of Todd Moore, a long-time resident who recently passed away.

**I. Adjournment:**

There being no further discussion, Mayor McDermott adjourned the meeting at 10:14 p.m.

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Mark McDermott, Mayor

Attested by:

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Rebekah Raddon, CMC, Town Clerk

Attachments:

1. Flock Safety Presentation
2. Indialantic Procedure/Policy for ALPR System
3. ACLU Report



# flock safety

## + Indialantic PD

Leverage the future of policing, *now*



flock safety

# Our Mission

**Eliminate** Crime & Shape a **Safer Future, Together**







flock safety

# Why Flock Safety?



## What we observe: **the current reality**

- Police headcount is on the decline
- Crime is on the rise
- Trust is needed more than ever

## What we believe: **the opportunity**

- Technology multiplies the force
- Capture and distribute objective evidence to the right user
- Engage community to support and grow

# How does the tech work?

flock safety

# When you get Flock you get:

## objective, real-time and investigative leads

- Vehicle Fingerprint™ = license plate plus
- **Indiscriminate evidence** from fixed locations
- No people, no facial recognition, no traffic enforcement



**Plate**  
TX LGS2639



**Last Visit**  
3:15 PM EDT



**Make**  
Toyota



**Seen**  
3 OF 30 DAYS




**Color**  
Gray



## What is this tech?

- License plate recognition
- Gathers objective evidence and facts about vehicles, not people
- Alerts police of wanted vehicles
- Used to solve crime
- Adheres to all state laws

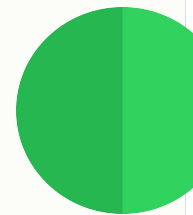
## What ISN'T this tech?

- Not facial recognition
  - Not tied to PII
  - Not used for traffic enforcement
  - Data not stored beyond 30 days → *automatically deletes every 30 days*
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# How does this technology prevent and eliminate crime?

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- **Proactive:** Real Time Alerts when Stolen or Wanted Vehicles enter your City
- **Investigative:** As clearance rates increase, crime rates decrease
- Flock cameras act as a deterrent






flock safety

# Transparency & Accountability



# Protecting Privacy

- Footage owned by Agency/City and will never be sold or shared by Flock
- 30 day data retention, then deleted
- Short retention period ensures that all data not associated with a crime is automatically deleted & unrecoverable
- Takes human bias out of crime-solving by detecting objective data, and detecting events that are objectively illegal (ex. Stolen vehicles)
- All data is stored securely in the AWS Cloud, and end to end encryption of all data

- Search reason is required for audit trail
  - NOT facial recognition software
  - NOT predictive policing
  - NO personal information is identifiable in Flock
  - NOT used for traffic enforcement
  - Not connected to registration data or 3rd party databases (Carfax, DMV)
  - Transparency Portal
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# Your ALPR Policy

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- **Purpose**

- Allowed uses
- Sharing policy
- Hotlist verification

- **Protections**

- Data retention
- Audit procedures
- Misuse policy
- Training

## I. POLICY

The Reno Police Department has been authorized by the Reno City Council to utilize Automated License Plate Readers (ALPR) to assist in providing safety to the residents of the City of Reno. This policy establishes the use of ALPR technology.

## II. PURPOSE

The primary purpose of the Reno Police Department Automated License Plate Readers (ALPR) system is to provide a tool for use by Patrol and Criminal Investigations personnel. This tool assists in the detection and apprehension of vehicles and/or persons traveling through the jurisdiction of the Reno Police Department in a vehicle that has license plates that have been entered either into the National Crime Index Computer or on the Reno Police Department ALPR Hotlist. The ALPR system can also be utilized by RPD Detectives to assist in the development of leads that can eventually identify suspects who have committed crimes within the City.

# Transparency + Insights

Measure ROI and promote the ethical use of public safety technology

## Transparency Portal

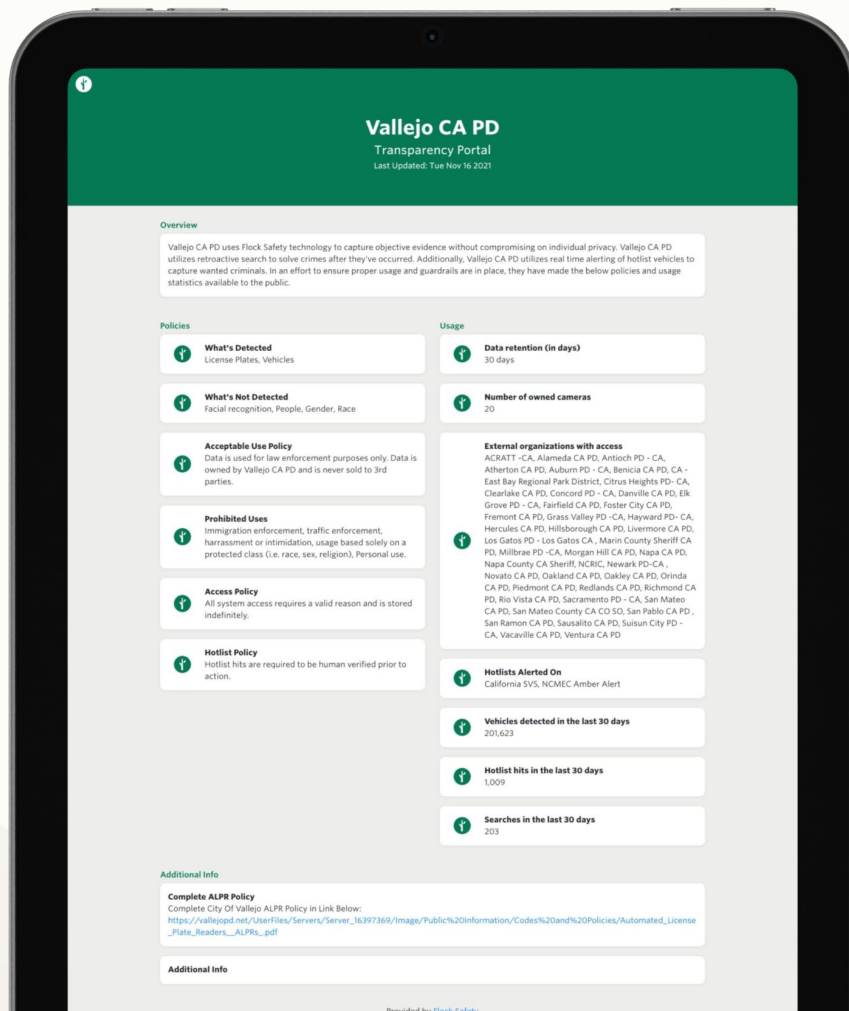
- Customizable for each agency
- Display technology policies
- Publish usage metrics
- Share downloadable Search audits

## Insights Dashboard

- Measure crime patterns and ROI
- Audit Search history

## Examples

- Click here for [Indialantic PD](#)



**It actually solves and prevents  
crime**



## CASE STUDY *Amber Alert*



CPD



Chamblee, Georgia



**Stranger on Stranger Abduction**  
August 28, 2020

## When every second matters, Flock Safety's Machine Vision is Critical

12:33 PM



Amber Alert Issued

1:01 PM



Search Conducted with Flock Safety

2:30 PM



Suspect Vehicle Located

5:03 PM



Felony Stop + Arrest

6:00 PM



Baby Reunited with Mother

## Flock ALPR



Savannah PD



Savannah, GA

- In Florida, elderly woman attacked and carjacked.
- Flock's ALPR identified the stolen car license plate in Savannah and alerted Savannah PD.
- Savannah PD found the vehicle, questioned the two occupants, and arrested one of the individuals as a suspect in the Florida woman's assault.
- From [Fox28 News](#)



“[Flock is] very effective. This is a force multiplier for areas where you might not have an officer that can be everywhere when things are happening. So, this technology gives the ability to expand that,” said Major Gavin, SPD Patrol Division.”

## Flock ALPR



St. Petersburg PD  
Tampa PD



St. Petersburg, FL  
Tampa, FL

- **Two murders in overnight hours in South St. Petersburg**
- With **license plate evidence from Flock's ALPR**, Tampa officers arrested an individual with an outstanding warrant for aggravated battery with a deadly weapon, felon in possession of a firearm, resisting an officer without violence, and trafficking cocaine.
- They then learned this individual was also a **suspect in the St. Petersburg murders.**

## Person of interest in custody following deadly South St. Pete shootings

By FOX 13 news staff | Published April 14, 2022 | Updated April 15, 2022 | St. Petersburg | FOX 13 News



## Flock ALPR



River Rouge PD



Tampa, FL  
Detroit, MI

- Suspect robbed SunTrust outside of Tampa, FL on January 14th
- **Flock camera caught a picture of the vehicle and license plate.**
- FBI had reason to believe he was headed to Michigan.
- Before the FBI could alert Michigan PDs, **Flock's system alerted River Rouge PD the suspect's license plate** was hit in the area.
- River Rouge and Ecorse PD found, pursued, and arrested the suspect, who had several prior arrests.

NEWS / BREAKING NEWS

## Man robbed Carrollwood SunTrust bank, Hillsborough sheriff says

Detectives are looking for a suspect who pointed a gun at a bank teller.

## Florida bank robbery suspect arrested after police pursuit, crash in Ecorse

By FOX 2 Staff | Published January 20, 2022 | Crime and Public Safety | FOX 2 Detroit



## Flock ALPR



Chesterfield PD



Chesterfield, MO

- **Police received a “Check the Welfare” call** within our city limits for an adult female who had not been in contact with her family for several hours.
- Investigating officers were able to identify **the vehicle including the license plate** and ran the plate through the Flock system.
- They identified a hit on one of the cameras and searched the parking lots and located the vehicle.
- **The individual was found alive** inside the vehicle and in need of medical attention.



**“Flock Safety helped save a life. Without the Flock camera system, we would not have been able to locate the person in need so quickly.”**

**- Lt. Teresa Koebbe**



## CASE STUDY: Long Term Results



Gwinnett County PD - Central Precinct



Gwinnett County, GA

### Central Crime Statistics Comparisons 2020 to 2021

Crime Type	2020	2021	Difference	+/- Percentage
Homicide:	17	10	-7	-41%
Robbery:	135	109	-26	-19%
Aggravated Assault:	259	229	-30	-12%
Aggravated Battery	26	16	-10	-38%
Residential Burglary:	226	204	-22	-10%
Commercial Burglary	190	120	-70	-37%
Entering Autos:	1097	947	-150	-14%
Motor Vehicle Theft:	375	345	-30	-8%

“2021 is the first time in six years that they have had under 1,000 entering autos.”

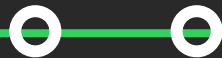


# Resources

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1. **Educate council and create buy in:**
  - a. What is ALPR? - [click here](#)
  - b. ALPR FAQs - [click here](#)
  - a. Crime stats - [click here](#)
2. **Educate the community, and listen to concerns:**
  - a. Press release template - [click here](#)
  - b. Images of ALPRs - [click here](#)
3. **Transparently communicate:**
  - a. PIO Toolkit - [click here](#)
  - b. Model ALPR policies
    - i. Option 1 - [click here](#)
    - ii. Option 2 - [click here](#)
    - iii. Option 3 - [click here](#)
  - c. Examples of the Transparency Portal - [click here](#)

Thank You





## Indialantic Police Department

*Michael A. Connor, Chief of Police*

# POLICY/PROCEDURE

### 400.56 Automated License Plate Recognition (ALPR) System

Number Series: 400 – Operational LE

Approved Date: October 25, 2022

Rescinds: N/A

Revision Log:

Review Frequency: 3-Year

CFA Standard: 32.04(A-D)

*Michael A. Connor*  
Michael A. Connor, Chief of Police

### PURPOSE

The purpose of this policy is to provide members with guidelines on the proper use of an Automated License Plate Recognition (ALPR) system, also known as license plate reader systems.

### POLICY

It is the policy of the Indialantic Police Department that the ALPR system, and any data gathered as a result of system operation, will be used for criminal justice purposes only. Personnel utilizing and maintaining ALPR equipment will be trained to preserve system integrity and to ensure that inaccurate or dated information is properly purged. The technology should be used in a manner that protects the civil rights and civil liberties of citizens, including those rights guaranteed by the First, Fourth, and Fourteenth Amendments of the United States Constitution.

### DEFINITIONS

**Automated License Plate Recognition (ALPR) System** – a system of one or more mobile or fixed high-speed cameras combined with computer algorithms to convert images of license plates into computer-readable data.

**Fixed ALPR System** - ALPR equipment that is permanently affixed to a structure, such as a pole, traffic barrier, or bridge.

**Mobile ALPR System** - ALPR equipment that is affixed, either permanently (hardwired) or temporarily (e.g., magnet-mounted), to a law enforcement vehicle for mobile deployment.

**Hot List** - data provided that includes license plate numbers of stolen vehicles, stolen license plates, wanted person(s) with a license plate associated with those records, and suspended or revoked registrations. This term also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction or other investigative targets.

**Alert** - an audible, visual, or documented response that is triggered when the ALPR system receives a potential "hit" on a license tag.

Policy/Procedure

**400.56 – Automated License Plate Recognition (ALPR) System**

Page 1 of 4

**Hit** - an alert matched from a vehicle tag to either the "hot list" or a manually registered vehicle tag by a user for further investigation. This requires visual verification that the ALPR correctly deciphered the vehicle tag.

**Verified Hit** - a hit by the ALPR system that has been deemed valid after the ALPR user has conducted a live query transaction in FCIC/NCIC.

**Personal Identifying Information (PII)** - information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. PII includes names, gender, race, date of birth, photographs, addresses, social security numbers, driver's license numbers, or biometric data.

## **PROCEDURE**

### **400.56.1 ALPR System Management**

1. The ALPR system, associated equipment, and data generated by the ALPR shall be used for criminal justice purposes only.
2. An ALPR is used to scan vehicle license plates that are affixed in public view (i.e. plates of vehicles traveling or parked on any street or highway or other public property, or visible from a place or location at which a law enforcement officer is lawfully present).
3. ALPR system use shall be authorized by the Chief of Police or designee. Authorization may be given for repeated or continuous deployment of an ALPR (i.e. mounting the device on a particular law enforcement vehicle or positioning the ALPR at a specific stationary location), in which case the authorization will remain in force and effect unless and until rescinded or modified by the Chief of Police or designee.
  - a. Requests for placement of fixed location ALPR cameras will be forwarded to the Administrative Sergeant or designee.
  - b. Requests for placement of mobile ALPR cameras will be forwarded to the Chief of Police or designee.
4. Regular maintenance, support, upgrades, calibration and refreshes of the ALPR system will be conducted to ensure that it functions properly.
  - a. Designated personnel shall periodically inspect equipment to ensure functionality and camera alignment.
  - b. Any equipment failures need to be reported immediately to the Administrative Sergeant or Chief of Police.
  - c. Any system maintenance will be performed approved vendors.
5. Members may access or use ALPR stored data only if they are a designated authorized user and have received training on the proper use of ALPR data.
6. Members are guided by 200.10 Criminal Justice Information Security to safeguard against unauthorized persons viewing CJIS and PII displayed information.
7. Misuse of ALPR equipment, associated databases, and/or data generated by the ALPR system will subject the user to disciplinary action up to and including termination.

**400.56.2** Officers authorized to use the ALPR system will receive training which may include, but is not limited to, the following:

1. Setup procedures
2. Proper use guidelines
3. Legal issues involved with the use of the ALPR system
4. Other issues as deemed necessary

### **400.56.3 ALPR System Overview**

1. The ALPR system scans, captures, and compares optical license plate information to vehicles

- associated with crimes and criminals, comparing them against a Hot List.
- 2. ALPR can store the digital image of the license plate, the time, date, location of the image captured, and the capturing camera information.
- 3. Stored ALPR data does not include PII of individuals associated with the license plate. Obtaining persons associated with license plate information requires a separate, legally authorized inquiry to another restricted-access database, such as DAVID and/or New World.
- 4. The Hot List is downloaded on a daily basis with the most current wanted vehicle information available at that time from FCIC/NCIC.
- 5. The ALPR system does not conduct a live check against FCIC/NCIC databases.
- 6. The ALPR system is capable of conducting various types of queries against the Hot List that may include, but are not limited to, wanted checks, stolen vehicles, stolen tags, registered sexual offenders, AMBER/SILVER alerts, BOLOs, person checks, etc.
- 7. Members using the ALPR system shall enter additional vehicles of interest to the Hot List for criminal justice purposes only. Examples of possible scenarios where manual entry of a vehicle's tag include, but are not limited to, BOLOs, attempts to locate, investigative targets, child abductions, missing persons, and wanted persons.

**400.56.4** Criteria for activation of the ALPR includes license plate canvasses in relation to any criminal investigation, violation of law, or incident concerning the safety of the public.

- 1. The ALPR system will assist members in the detection, identification and recovery of stolen vehicles, wanted persons, missing and/or endangered children/adults, and persons who have committed serious and violent crimes.
- 2. ALPR data can help members develop and pursue leads in criminal investigations by assisting in locating suspects, witnesses, and victims by identifying vehicles in the vicinity at the time of the crime.

**400.56.5** Fixed ALPR Procedure

- 1. Upon alert notification and prior to taking action on a potential hit of the fixed ALPR system, the ALPR user will:
  - a. Verify the ALPR system correctly "read" the license plate characters and verify the state of issue of the license plate.
  - b. Verify the record that triggered the alert is still active in FCIC/NCIC.
  - c. Confirm with dispatch that the hit is still active.
- 2. ALPR users will be notified of potential hits in real time according to the method the user selected in the program (email, text, etc.)
  - a. Following a verified hit, and upon developing probable cause, an officer(s) will initiate a stop in accordance with Department guidelines, depending on the type of violation.
  - b. Recognizing that the driver of the vehicle may not be the registered owner, verification that the driver is the subject of the hit prior to the stop should be made. This does not apply to a verified stolen vehicle hit.

**400.56.6** Vehicle-Based ALPR Procedure\*

- 1. Vehicle-based ALPR equipment will be inspected prior to use to ensure that the cameras are properly affixed and operating. Any damages to the ALPR camera or supporting equipment will be reported to the officer's supervisor.
- 2. At the start of each shift, users must ensure the ALPR system has been updated with the most current Hot List available.
- 3. Upon alert notification and prior to initiating a stop based on a tentative hit, the user will conduct the following:
  - a. Verify the ALPR system correctly "read" the license plate characters and verify the state of issue of the license plate.
  - b. Verify the record that triggered the alert is still active by querying the plate in FCIC/NCIC.
  - c. Confirm with dispatch that the hit is still active.

- d. Following a verified hit, the officer will initiate a stop in accordance with Department guidelines, depending on the type of violation.
- e. Recognizing that the driver of the vehicle may not be the registered owner, verification that the driver is the subject of the hit prior to the stop should be made. This does not apply to a verified stolen vehicle hit.

**400.56.7** A non-verified hit on either a mobile or fixed ALPR will not be used as the sole reason for a stop or enforcement contact unless:

1. the officer has independent probable cause/reasonable suspicion to make a stop
2. the officer has exigent circumstances
3. officer safety issues exist

**400.56.8 Security Access and Storage of Data**

1. Access to ALPR data shall be secured and controlled by a user login/password accessible ALPR database, capable of documenting who accessed the information by date and time. Access to hot lists are restricted to members who have received CJIS Awareness Training.
2. The Administrative Sergeant will ensure that all data returned from the mobile\* ALPR system is properly stored and retained in accordance with FSS Chapter 119. Fixed ALPR data is stored on the vendor's cloud based system in accordance with their procedures.
3. Images and/or data containing or providing PII obtained through the use of a ALPR system is confidential and exempt from FSS 119.07(1) in accordance with FSS 316.0777.
4. Information obtained through the use of an ALPR system may only be disclosed in accordance with FSS 316.0777.
  - a. Any such information may be disclosed by or to a criminal justice agency in the performance of the criminal justice agency's official duties.
  - b. Any such information relating to a license plate registered to an individual may be disclosed to the individual, unless such information constitutes active criminal intelligence or investigative information.

**400.56.9 Retention**

1. ALPR data shall be retained in accordance with FSS 316.0778.
2. ALPR data that are part of an ongoing or continuing investigation and information that is gathered and retained without specific suspicion may be retained for no longer than 3 anniversary years.
3. Access to ALPR data for criminal investigation or intelligence purposes is limited to authorized Criminal Justice Agency personnel for no longer than 3 anniversary years and requires an agency case number or case name and logging of access.
4. Data captured, stored, generated, or otherwise produced shall be accessible in the ALPR system for 30 days for tactical use.

## REFERENCES

State/Federal Regulations:

316.0777 – Automated license plate recognition systems; public records exemption  
316.0778 – Automated license plate recognition systems; records retention  
Chapter 119 – Public Records

Forms:

N/A

Other Policy/Procedure References:

N/A

\*The agency does not own/deploy vehicle-based ALPRs at the time of this policy publication. Vehicle-based language included for future use.



## Fast-Growing Company Flock is Building a New AI-Driven Mass-Surveillance System

By Jay Stanley  
March 3, 2022

A new and rapidly growing surveillance company called Flock Safety is building a form of mass surveillance unlike any seen before in American life. The company has so far focused on selling automatic license plate recognition (ALPR) cameras to homeowner associations and other private parties, as well as to police departments. But it has done so through a business model that effectively enlists its customers into a giant centralized government surveillance network — and the company is aiming to expand its offerings beyond ALPR to traditional video surveillance, while also expanding its AI machine vision capabilities.

In this paper, we look at this company's products, business model, and future aims, and how those embody some of the more worrisome trends in surveillance technology today. Flock is not the only company engaging in mass collection of ALPR data; Motorola Solutions and the company it acquired, Vigilant Solutions, also run a giant nationwide ALPR database, and have recently [made a bid](#) to compete with Flock's strategy. But we focus here on Flock because it is a new, up-and-coming company that industry analysts say is poised for major expansion both geographically and in the kinds of technology it provides.

### ***A public/private license-scanning network***

A startup founded in 2017, Flock has grown rapidly, riding two [major trends](#) in the security camera industry: a move to cloud services, and video analytics. The company recently attracted \$300 million in [venture capital investments](#), which industry analysts [say](#) is “unparalleled in the video surveillance industry” and will put the company “in a position to expand aggressively over the next few years.” The company makes grandiose claims about its mission, which it says is to “eliminate nonviolent crime across the United States.”



Flock [says](#) its fixed cameras have been installed in 1,400 cities across the U.S. and [photograph](#) more than a billion vehicles every month, and its [ambition](#) is to expand to “every single city in America.” Flock also has a [partnership with](#) the body camera company Axon to provide mobile ALPR devices for police vehicles. Flock’s cameras allow private customers like homeowner associations as well as police customers to create a record of the comings and goings of every vehicle that passes in front of the cameras. But the service goes well beyond that; it feeds that data into a centralized database run by Flock. As the company [tells](#) police:

If you know the specific license plate in question, use FlockOS to get a detailed report of the suspect vehicle’s history over a given timeframe.

Use FlockOS’s local and national search network to find the suspect vehicle across state lines, including up to 1 billion monthly plate reads. All this is included, for FREE, for any Flock Safety customer.

Flock not only allows private camera owners to create their own “hot lists” that will generate alarms when listed plates are spotted, but also runs all plates against state police watchlists and the FBI’s primary criminal database, the National Crime Information Center (NCIC). When a camera scores a hit against one of those databases, law enforcement receives an immediate notification. As Flock CEO Garrett Langley [explained](#) in 2020:

We have a partnership through the FBI that we monitor all of the cameras for about a quarter of a million vehicles that are known wanted — either stolen, it’s a warrant, it’s an amber alert. And so at any given time — about 20 times an hour — we will notify local authorities. ... In January we reported just over 67,000 wanted vehicles across the country.

This giant surveillance network might also be used by immigration authorities to deport people, as is [Motorola’s](#) private ALPR [database](#). [Asked](#) by Vice News whether Flock could be used for such purposes, Langley said, “Yes, if it was legal in a state, we would not be in a position to stop them,” adding, “We give our customers the tools to decide and let them go from there.”

All of this means that those who purchase Flock cameras are effectively buying and installing surveillance devices not just for themselves, but for the authorities as well, adding their cameras to a nationwide network searchable by the police. The closest thing to this model we have seen before is the doorbell camera company Ring, which also raises many [troubling issues](#). But Flock is working (and enlisting its customers to work) directly as an agent of law enforcement even more than Ring. It says it is “working with” over 700 law enforcement agencies and, [according](#) to Langley,

At the end of the day, we view the police department as our actual end-user. They’re the only ones that can make an arrest. So neighborhoods, apartment complexes, motels, hotels, malls, hospitals — they might pay for the camera, but more often than not the only ones that are actually looking at it are the police. ... Most of our software is actually running in the patrol vehicles. So if there’s a crime, or there’s a stolen car that drives by,

we're notifying the nearest officer, typically within a few seconds from when that happens, and they can turn on the blue lights and go get 'em.

As with Ring, police departments appear to be coordinating with Flock in ways that are unseemly for agencies serving the public. Vice [reported](#) that it obtained emails showing that "Flock works closely with police to try and generate positive media coverage, improve their PR strategy, and ... 'bring more private cameras into the area.'" Flock has also helped write police press releases, Vice found, and officers appear in Flock [promotional videos](#). Emails obtained by the video surveillance industry research group IPVM [show](#) local Texas police referring homeowners associations and other neighborhood groups to Flock, advocating for the company at community meetings, providing the company with neighborhood contact lists, and introducing other police chiefs to company sales managers. In 2020, Langley [told](#) a police audience,

When you partner with Flock ... you're also getting a new ability to do public outreach. ... Every single day we're working with our chiefs and their command staff to host community events, to build awareness, and more importantly, build a common trust and relationship between your constituents and the police department. And the end result is more cameras at no cost to you.

The company has run into [trouble](#) for pushing police departments to embrace its technology without getting the approval of the communities those departments serve. It has also [created conflict](#) in some communities where its cameras have been proposed or adopted, and sparked well-founded concerns that the technology might have a [disproportionate](#) effect on communities of color and other vulnerable communities.

### **Centralization of data**

When a neighborhood association buys a Flock camera, it is basically contributing a piece of equipment to a new nationwide law enforcement surveillance infrastructure that, as Slate [put it](#), means even "small-town police departments can suddenly afford to conduct surveillance at a massive scale."

Flock can gather the information captured by its cameras around the country into its own centralized database because it is a cloud-based service provider rather than a mere seller of hardware. That database is available to more than [500 U.S. police departments](#). As a business matter, this allows the company to benefit from self-reinforcing [network effects](#). But if Flock cameras become as widespread and densely placed as the company hopes, law enforcement will gain the ability to know the detailed movements of virtually any vehicle for as far into the past as that data is held. That would create enormous risks of privacy violations and other abuses and would have significant legal implications as well.

And the risk of abuse by government is all too real. Unfortunately, this country has a [long tradition](#), extending up to the [present](#), of law enforcement targeting people not because they're suspected of criminal activity but because of their political or religious beliefs or race. That includes quasi-private surveillance. There are also many [documented instances](#) of individual officers abusing police databases, including ALPR databases.

We have long had concerns about the dangers posed by hybrid [public-private surveillance](#) practices — but Flock threatens to take that to a new level. In the past we have [noted](#) that distributed private surveillance cameras are less of a threat to civil liberties than centralized surveillance networks — [but also](#) warned that if all those private cameras were connected to a cloud, the effect would be to re-centralize them. By pulling all the data recorded by its customers — including its police customers — into its own centralized servers, Flock not only creates an enormously powerful private-public machine sweeping up data on Americans’ activities, but puts itself at that machine’s center. It’s bad enough when law enforcement engages in such mass surveillance, but to have such data flowing through a private company creates an additional set of incentives for abuse.

For one thing, there are no checks and balances on the use of this database. The lack of proper checks on the behavior of law enforcement is well established — and studies [suggest](#) improper use of ALPR in particular may be widespread. Nor are there adequate checks on Flock. The company says it only keeps ALPR data for 30 days, but no laws require them to honor that promise. The company controls an enormous data set that could probably be monetized in various ways — and while the company is growing fast now, boom times never last forever. What will future managers do if the company hits tough times, the spotlight has moved on from their controversial role, and they’re tempted to reach for revenue they’re flushing out of their database every 30 days? How might they use their tool against competitors, or against workers, say, if they find themselves fighting a union battle?

We’ve already had a glimpse of what can go wrong with cloud surveillance providers in the case of the company Verkada, which was hacked and found to be [secretly tapping into its customers’ cameras](#). Indeed, think what present or future leaders or employees at Flock could do with that power — or what they could be pressured or forced into doing by unscrupulous government officials. We know that Ring gave workers [access to every Ring camera](#) in the world, together with customer details. Other companies offering cloud services have also run into controversy from granting such access, including [Google](#), [Microsoft](#), [Apple](#), and [Facebook](#). Those companies accessed people’s data to improve their AI models, which are always hungry for real-world data. Flock likewise [says](#) that its cloud architecture “allows us to continue to improve the software and deploy enhancements out to our cameras in real-time.”

Of course, the authorities and the company are not the only possible sources of abuse; there are [plenty of reasons](#) to worry about nosy homeowner association board members and the like using this tool to snoop on the comings and goings of their neighbors (and their neighbors’ friends, family, lovers, etc.). Neighborhood administrators are not subject to even such training and oversight as is applied to the police, and don’t generally know how to impose access restrictions, if they even think of doing so.

It is true that all vehicles are required to display license plates, and in our [past work on ALPRs](#) we have written that license plate readers would pose few civil liberties risks if they only checked plates against legitimate hot lists and these hot lists were implemented soundly. But we also noted that a proliferation of cameras and widespread sharing allow for the creation of intrusive records of our comings and goings, create chilling effects, and open the door to abusive

tracking. And the scale of what Flock is doing goes far beyond what was contemplated when ALPRs first arrived on the scene.

## Accuracy problems

ALPR is also bedeviled by accuracy problems. In tests, IPVM [found](#) that Flock's ALPR worked well overall compared to other products — but nothing is perfect, and even a low error rate can produce tragic consequences given the scale of Flock's operations. In particular, IPVM found that Flock's system misidentified a license plate's state about 10 percent of the time. Given that state misidentification errors [have](#) led to innocent people being terrorized by the police as presumed dangerous criminals, that is a real problem.

The FBI's NCIC database that Flock checks plates against is notoriously [inaccurate](#), and people have been [badly harmed](#) by inaccuracies in that database, [including](#) through ALPR cameras. Federal law requires that government agencies maintain records used to make “any determination about any individual” with “such accuracy, relevance, timeliness, and completeness as is reasonably necessary to assure fairness to the individual in the determination.” That doesn't seem like too much to ask — but when it comes to its NCIC database, the FBI felt compelled to [exempt itself](#) from that law.

One detective also [told](#) colleagues [on LinkedIn](#) that “today we almost did a felony stop on a stolen vehicle that wasn't actually stolen,” and reminded them that when dealing with stolen cars they must “remember to remove the vehicle if it's recovered.” A system dependent on busy and sometimes sloppy officers to remember to carry out such follow through is also a recipe for trouble.

Another source of potential error is that Flock's cameras download fresh hit lists from the NCIC only [twice a day](#), which creates the possibility that the removal of a plate from the hotlist will cause out-of-date alerts to be sent to law enforcement for up to 12 hours until the next update.

The accuracy problems with ALPRs have led to [many incidents](#) in which [people](#) have been subject to [traumatic treatment](#) by law enforcement because of errors. And when law enforcement comes running on high alert because technology has raised an alarm, those most likely to be subject to such treatment — or worse — are Black people and members of other vulnerable communities for whom even the most casual encounter with law enforcement can turn deadly.

When the only people running plates were police officers doing so manually and only when they personally witnessed a suspicious vehicle, errors in law enforcement databases like the NCIC occasionally had bad effects. But when plates are being run 500 million times a month, the consequences of errors in those databases become greatly magnified. (For more on the problems ALPR devices present see the ACLU's 2013 [report](#) and this 2017 Electronic Frontier Foundation [page](#) on the technology.)

## ***Beyond license plates***

Flock does not plan to remain limited to ALPR cameras. Langley, its CEO, [told](#) IPVM that the company is working on ideas for traditional camera products and sees “a ton of opportunity in the traditional [surveillance] market.”

Already, the photos taken by Flock’s ALPR cameras capture more than just license plates; the photos are used to create what the company [calls](#) a searchable “Vehicle Fingerprint.” Using a “proprietary machine learning algorithm,” the company [says](#), it gathers “vehicle make, type, color, license plate, state of the license plate, covered plates, missing plates, and unique features like roof racks and bumper stickers.” Presumably that would allow searches for all vehicles that include a particular political bumper sticker, enabling people to be targeted based on the exercise of their First Amendment-protected free expression rights.

If Flock applies its public-private business model and its camera technology to ordinary surveillance cameras, it will be super-charging the spread of centralized police camera networks and helping transform video surveillance from sporadic collections of cameras into truly powerful dragnet surveillance tools.

The spread of such systems has been slow because of the expense involved — but Flock could end that. In October 2021, I attended a security conference where security industry analyst and publisher John Honovich of IPVM told attendees that Flock represents a new, disruptive business model in the surveillance video industry. Outdoor cameras have always been orders of magnitude more expensive than indoor cameras, he said, because they are so difficult to install; running power and data lines to outdoor cameras is no easy feat, and they require costly maintenance contracts.

Flock is focused on solving what has been a very hard problem of outdoor installations with a new model based on three technologies that are rapidly improving: solar power, wireless connectivity, and artificial intelligence. The [rapid decline](#) in the cost of solar power has made solar cameras more economical, and wireless connectivity continues to improve as well. Most significantly, perhaps, improving AI computer vision allows cameras to constantly monitor a scene and only send data off the camera when the AI has determined that something of significance has appeared. In the case of ALPR, that would be a vehicle driving by — but it could be anything. Sending still photos or short clips of scenes identified as significant by AI algorithms allows for the installation of large numbers of cameras without the strain on bandwidth and storage capacities that full-motion video cameras often bring.

According to Honovich, “it’s clear that Flock will get much bigger,” and the company is “a threat to any incumbent doing city-wide systems.” One officer says in a company [promotional video](#) that police have even started using the company’s name as a verb — as in, “Have you Flocked that tag yet?”

## Expanding analytics

In addition to looking at a move toward full-motion surveillance, Flock's ambitions include expanding its analytics offerings beyond ALPR. Already, for example, its system can carry out what it calls "[convoy analysis](#)," which involves doing proximity analyses to identify vehicles that are near to each other at crucial times and therefore presumably associated with each other. And in a sales video seen by [Vice](#) (apparently since removed from YouTube), the company said it can detect people, cars, animals, and bicycles, a further indication of the company's interest in expanded video analytics.

The company has also announced a troubling expansion of its ALPR devices into audio recording and analytics, [unveiling](#) an augmented version of its ALPR cameras called "Raven" that purports to provide audio gunshot and "crime detection" as cloud services. This service will use AI to attempt to identify the sounds of gunshots, screeching tires, breaking glass, and sawing metal (to try to detect catalytic converter theft).

The Raven product raises questions about Flock's direction as AI and machine vision continue to improve. Today the company reads license plates and bumper stickers; tomorrow that could expand to t-shirts and tattoos. And how long before it offers products claiming to be able to visually detect guns, fighting, muggings, "[aggression](#)," or "anomalous" behavior? All of these and many more capabilities are currently being worked on by computer scientists. We discussed this trend in more detail in our 2019 [report](#) on video analytics, but the long-term threat is that millions of cameras will be turned into ever-watchful digital officers, never sleeping or distracted but highly biased and error-prone, monitoring us constantly and ready to report us to our neighbors or the authorities. Indeed, one of Flock's [marketing slogans](#) makes this analogy explicit, saying that its cameras "see like a detective."

Flock has another product called "[Wing](#)" that allows police to scan through thousands of hours of footage to extract vehicle "fingerprints" for searching — an extremely powerful new surveillance capability. It can thus transform existing third-party cameras owned by police departments into cameras that the company says can — yes — "see like a detective." The power of cloud AI analytics is that they're not tied to any particular hardware.

Even more so than license plate recognition, other forms of AI are also notoriously [brittle](#) and unreliable. It's highly questionable how effective Flock's Raven audio analytics service will be, for example. The gunshot detection company ShotSpotter similarly [uses](#) microphones distributed across a city to listen for gunshots, but mostly relies on human analysts to try to differentiate between gunshots and other loud bangs — and even so, questions have been [raised](#) about ShotSpotter's false alarm rate and overall effectiveness. The number of false alarms triggered by Raven will likely prove to be significant and perhaps dysfunctional.

And of course, Flock will want to access its customers' cloud data in order to improve its AI, as it says it is already doing with ALPR data. If and when the company moves into collecting live video and other increasingly sensitive data, it will create a significant privacy issue as well. Raven also raises significant legal issues due to wiretapping laws (see below).



Flock is already building an unprecedented, public-private, distributed-yet-centralized surveillance machine. All the risks posed by such a machine will only grow if the company expands its offerings from ALPR to traditional surveillance cameras and to advanced new forms of behavioral analytics.

## **Privacy practices**

Flock constantly [claims](#) to be “privacy friendly” to try to disarm one of the primary obstacles to its acceptance by communities. It says it doesn’t do face recognition, which is good (though that wouldn’t stop an end-user police department from doing so once it had downloaded an image of a person). For auditing purposes, it includes a data field in which police enter the reason for a search, which is good. It also says it doesn’t sell or share ALPR data with third parties (other than through its database service, which is part of what it is selling with its products), and only retains plate data for 30 days. “With built-in 30-day data retention, everyone’s comfortable,” Langley [claims](#).

Everyone is not comfortable. An even shorter retention period would be better, but this system would be far worse than it is if the retention period were longer. Still, given the scale of this system, 30 days is a long enough window that it poses real privacy risks, especially if Flock cameras continue to grow, providing an ever-more-detailed record of people’s movements. People can engage in a lot of perfectly legal yet private behavior within 30 days — movements that would reveal things about their political, financial, sexual, religious, or medical lives that nobody in the police or in a company like Flock has a right to track. As discussed below, a majority on the Supreme Court has [explained](#) that tracking a vehicle with GPS constitutes a “search” for Fourth Amendment purposes even when the tracking only lasts 28 days. And the court later held that obtaining seven days of location information about a person was a Fourth Amendment “search,” too.

Whenever questioned about privacy, Flock executives mention these policies, as if that’s the end of it. But it’s not the end of it; there are many other privacy implications of license plate recognition in general, and Flock’s system in particular, that communities need to consider. Flock may not sell its data but the company itself holds it. And as IPVM aptly [put it](#), if the company achieves its growth targets, “it will effectively become a gigantic private entity that is performing public policing work.” The privacy protections Flock likes to tout are necessary but not sufficient in a system playing that role at such a scale, and Flock’s products raise many privacy issues that aren’t addressed by the privacy practices that they cite. And again, we have no way of knowing whether Flock is following its stated policies, and it could change those policies at any time.

## ***A system of mass surveillance***

Altogether, Flock’s ALPR network adds up to a system of mass surveillance — a system that seems poised to expand beyond just license plate recognition. Mass surveillance systems have long been feared by people who value open, democratic societies, and for good reason. The ability to access a record of all our activities — even if just when we’re in public spaces —

conveys the power to learn an enormous amount about our social, political, sexual, medical, and religious lives. Mass surveillance simply gives too much power to those who control it. Such power lends itself too easily to abuse, chilling people who might want to protest those in power or otherwise exercise their freedom of expression, and generally casting a pall over people's freedom to live their lives without being watched.

Surveillance systems also tend to have a disproportionate impact on Black and Brown and other historically disadvantaged communities. Often police departments [install them disproportionately](#) in communities of color. The NYPD [used](#) ALPR devices to abusively [surveil mosques](#) in the 2000s. And systems such as Flock's enable the continuation and intensification of patterns of policing such as those uncovered by the Department of Justice in Ferguson, Mo. There, the DOJ found in a [comprehensive report](#) that the police department aggressively over-enforced low-level, nonviolent "offenses" in communities of color (a [pattern](#) that has been found across the nation, including in [New York City](#), [Minneapolis](#), [Chicago](#), [North Carolina](#), [Philadelphia](#), and [Boston](#)). In Ferguson and some other jurisdictions, low-level arrests were intentionally used to extract payments to fill municipal coffers. This practice draws poor people who can't pay fines or who miss court dates into an escalating cycle of fees, fines, police stops, and general entanglement with the criminal justice system, amplifying petty offenses into ruined lives in a truly Dickensian dynamic. Many of those stops and fines involve automobiles, and a dragnet ALPR surveillance system [lends itself very naturally](#) to supporting that kind of policing.

## Legal analysis

The system that Flock has built and is building could have many bad effects, but does it violate the law or Constitution?

The first question is whether the fact that people and/or their license plates are being photographed in public means that there can't be any legal violation of privacy. That claim does not appear to be winning acceptance in the courts.

In a pair of cases involving police use of digital-age technologies to track or aggregate peoples' locations and movements, the Supreme Court has [explained](#) that "individuals have a reasonable expectation of privacy in the whole of their physical movements" because of the "privacies of life" those movements can reveal. In *United States v. Jones*, a majority of the court wrote that using a GPS tracker to follow a car's movements for 28 days constitutes a Fourth Amendment search, observing that the ability to "secretly monitor and catalogue every single movement of an individual's car for a very long period" raised serious concerns. More recently, the court held in *Carpenter v. United States* that when police request seven days or more of a person's historical cell phone location information from a cellular service provider, a warrant is required. That's because of the "deeply revealing nature" of these digital location records, their "depth, breadth, and comprehensive reach," and the "inescapable and automatic nature of [their] collection." These rulings expressly rejected the argument that the public nature of the targets' movements meant they had no legally significant expectation of privacy.

Automated license plate readers raise the same concerns the court addressed in *Jones* and *Carpenter*: they facilitate detailed, pervasive, cheap, and efficient tracking of millions of



Americans in previously unthinkable ways. ALPR data can reveal private and sensitive details about a person's life — details that individuals reasonably expect to remain private — and searches of ALPR databases by law enforcement to find evidence of criminal activity should require a warrant. As the Massachusetts Supreme Judicial Court [recently observed](#), “With enough cameras in enough locations, the historic location data from an ALPR system ... would invade a reasonable expectation of privacy and would constitute a search for constitutional purposes.”

And what holds for ALPR cameras should also hold for any future mass-surveillance camera systems that can track people in equivalent ways — for example, by using a centralized network of public and private cameras combined with face recognition or other forms of video analytics or biometrics.

The second question is whether Flock's status as a private company affects this analysis — after all, only the government is constrained by the Fourth Amendment. And in fact, in many contexts, private actors have a right to take photographs that is *protected* by the Constitution's First Amendment. That right is not absolute, however; lawmakers, if they so choose, do have the authority to regulate photography that interferes with Americans' reasonable expectations of privacy, such as in private spaces like restrooms or people's homes. The deployment by private parties of surveillance systems such as camera networks that track people across space and time implicate similarly pressing privacy concerns.

But if lawmakers fail to enact such privacy protections, does the Constitution have anything to say about a private company like Flock engaging in such surveillance? It might, if Flock were acting in concert with police departments to the extent that courts would consider it a “[state actor](#).” In past cases, the Supreme Court has found private parties to be state actors (and therefore subject to the Constitution and other laws that apply to the government) where:

- Private parties perform public functions that have traditionally and exclusively been performed by the government.
- The government influences and encourages the performance of private actions.
- The government and a private actor enter into a “joint enterprise” or “symbiotic relationship” or become “pervasively entwined” with each other.

This body of law prevents the government from evading its constitutional responsibilities by delegating power to and hiding behind private entities. In the ACLU's recent [successful challenge](#) to the City of Baltimore's persistent aerial surveillance program, the City did not even dispute that the third party surveillance vendor conducting its surveillance operations was a state actor under the relevant law. Given Flock's actual entanglement and symbiotic relationship with law enforcement, there would at a minimum be a plausible case that Flock fits this definition and that its ALPR services — and potentially other mass-surveillance services such as a Raven audio recording network or other future offerings — are therefore constrained by constitutional privacy rights.

State laws are also relevant in assessing the legality of ALPR deployments. [Sixteen states](#) have passed statutes regulating ALPR devices. A few state laws regulate or ban certain private uses of

ALPR, which would of course directly affect the legality of Flock’s business model in those states. But most of the state laws regulate how law enforcement uses ALPR. California, for example, bans state police departments from sharing ALPR data with out-of-state and federal agencies, but a number of departments are [violating the law](#). (The ACLU of Northern California is [suing](#) over this violation.)

State constitutions, many of which have stronger privacy protections than the federal Constitution, may also impose limits on private surveillance business models such as Flock’s. Some state constitutions, such as [California’s](#), also place more limits on private actors.

A major question this raises is whether any police departments are using their reliance on this private company to do an end run around these laws. [Judges](#) in Virginia, for example, [ruled](#) that a Virginia privacy law (which says that personal information “shall not be collected” by state agencies “unless the need for it has been clearly established in advance”) bars police from collecting and storing ALPR data outside of a specific investigation. But if the State Police were accessing Flock’s ALPR database without considering themselves as “collecting” the data held by Flock, that would represent an evasive end-run around the intent of Virginia’s law.

## **Raven**

Aside from threatening to expand daily surveillance in American life [from video to audio monitoring](#), Flock’s Raven gunshot detection product also raises significant legal questions. While the United States has millions of video cameras in public places, very few of them include microphones, and there’s a good reason for that. It’s not because mics are expensive or difficult to install, but because our wiretapping laws make it legally problematic to audio record people in public places. Laws in all the states and federal law make it illegal to record a conversation where the recording party is not a participant — and some state laws require the permission of all participants in a conversation. ShotSpotter’s microphones have survived scrutiny on this score partly because most of its mics are placed high above street level, where they can better hear gunshots and be shielded from everyday sounds. Those mics are also very narrowly targeted toward listening for gunshots, and there is no important privacy interest when it comes to the sound of gunshots in a city. Even so, we and other privacy advocates have been [very wary](#) about ShotSpotter’s product on that score.

But Flock’s audio sensors, which come packaged with the license plate readers, are placed close to the ground so the ALPR can see vehicles, and are therefore much more likely to pick up conversations. They also extend their monitoring beyond loud percussive noises to other noises that are much more likely to be a regular part of human life. By listening for a broader variety of more ambiguous sounds, Raven is more likely to accidentally record conversations. And in the rich and complicated lives we lead, people might have good reasons to break glass, or saw metal, or make screeching sounds — not to mention other noises that might be mistaken for those sounds by the AI — and shouldn’t have to worry about police arriving on the scene every time they do so.

Just recently my neighbor was bringing home groceries and dropped and shattered a glass bottle in her driveway. I found myself thinking about Flock’s product and how glad I was she didn’t

have to worry about the police showing up — something that, again, poses particular dangers for people of color.

## Recommendations for Public-Private Surveillance Systems

Our nation should not permit the construction of any mass-surveillance systems, including through private-public law enforcement systems such as that being built by Flock. Legislators should enact rules governing ALPR along the lines of the [recommendations](#) we laid out in our 2013 report, and extend them to private actors working closely with law enforcement. Policymakers should include the following updates to account for the changing landscape:

- Given the increasing regional and national reach of ALPR systems, any non-hit data they collect should be permitted to be held only for very short periods. New Hampshire [state law](#) is a good model; it requires that where there is a hit, ALPR data “shall not be recorded or transmitted anywhere and shall be purged from the system within 3 minutes of their capture.” That policy allows the devices to be used to search for wanted vehicles but prevents the creation of dragnet location tracking databases. Retention periods of 30 days are too long for surveillance systems with a breadth and scope of any significance.
- No hot lists should be used unless they are certified by independent auditors as meeting the highest standards of due process (allowing people a meaningful way to have themselves or their vehicles removed including through adjudication by a neutral arbiter), legitimacy (being based only on individualized suspicion, and not being based on First Amendment-protected activity, for example), and reliability (including those standards imposed by the Privacy Act of 1974, a standard that the NCIC does not currently meet).
- Law enforcement agencies should not share license plate reader data with third parties that do not conform to the above principles and should be transparent regarding with whom license plate reader data is shared.
- Communities and their elected representatives should be especially hesitant to embrace networked surveillance cameras. Before investing in a partnership with Flock they should do some very careful legal analysis in light of the Supreme Court’s *Carpenter* decision.
- Communities that have not yet enacted a [CCOPS ordinance](#) should not permit the police that serve them to deploy surveillance devices without first receiving approval from the city council or other elected governing body. The decision-making process around whether to deploy surveillance technology should be transparent and open to public input and debate.

Businesses, community associations, and other private parties should consider the following when evaluating or deploying this technology:

- Private institutions should, at a minimum, think long and hard about whether they truly need ALPR or other dragnet surveillance devices, especially where vendors allow law enforcement — local and not — to search the data collected by any such devices.
- Private institutions should not use ALPR or other dragnet surveillance devices unless they disclose that fact to their customers, residents, or others subject to the surveillance.
- Housing and community associations that adopt such systems should ask sharp questions about their deployment such as: Who will have access to the data that is collected about you, your family, and friends or other visitors? Will there be any restrictions on the purposes for which data is accessed, or with whom it is shared, or can those with access browse through the data whenever they want? How will requests for access by residents, non-residents, those accused of wrongdoing, media outlets, or others be handled? Is there any logging of access to the data, or other mechanisms for enforcing rules about sharing and access?
- Any associations that create their own hotlists should do so only in conformance with the principles above that are applicable to government hot lists. They should also create and publish policies people driving throughout the community can read and understand.

## **Conclusion**

Flock is pushing the adoption of surveillance devices by private parties and folding them into a larger, centralized network that is fast becoming a key policing infrastructure, all while pushing to expand beyond license plate recognition to other forms of AI machine vision and simultaneously making it much easier to install and connect outdoor cameras. If successful, the convergence of these trends — whether under the aegis of Flock or other companies — threatens to bring an entirely new level of surveillance to American communities, where it will further undermine Americans' privacy, disproportionately harm historically disadvantaged communities, and generally shift power to the government from the governed in our nation.

###

**SUBJECT: Stormwater Maintenance Agreement for Fourth Avenue Townhomes**

**Staff Report – Town of Indialantic**

**Meeting Date: February 8, 2023**

**Summary:**

Attached is a Stormwater Maintenance Agreement drafted by the town attorney for the Fourth Avenue Townhomes located at 104 Fourth Avenue.

**Recommendation:**

Approve.

MOTION:  
Approve Stormwater Maintenance Agreement.

Submitted by:

Approved for agenda:

*Rebekah Raddon*

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Rebekah Raddon  
Town Clerk

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Michael L. Casey  
Town Manager

THIS INSTRUMENT RETURN TO:  
Rebekah Raddon, CMC, Town Clerk  
Town of Indialantic  
216 Fifth Avenue  
Indialantic, FL 32903

THIS INSTRUMENT PREPARED BY:  
Paul R. Gougelman, Esq.  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Blvd. – Suite 1900  
Fort Lauderdale, Florida 33301

Brevard County Property Appraiser's  
Parcel ID #27-38-31-EO-25-16

**STORMWATER MAINTENANCE AGREEMENT**  
**FOR**  
**FOURTH AVENUE TOWNHOMES**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by WW Brevard, LLC, a Florida Limited Liability Company, whose address is 203 East New Haven Avenue, Melbourne, Florida 32951; the Townhomes Fourth Ave, Inc., a Florida Not-for-Profit Corporation, whose address 203 East New Haven Avenue, Melbourne, Florida 32901; and the Town of Indialantic, a Florida Municipal Corporation, whose address is 216 Fifth Avenue, Indialantic, Florida 32903.

**RECITALS:**

WHEREAS, the Developer is desirous of voluntarily entering into this Agreement:  
i) because it will provide for an improved plan of development for The Properties; and ii)  
to improve the marketability of the development proposed for The Properties; and

WHEREAS, the Town is desirous of entering into this Agreement, because it will  
promote the public health, safety, and welfare of the community; and

WHEREAS, the Association is desirous of entering into this Agreement, because it  
will provide for benefits to each and all of the Unit Owners; and

WHEREAS, the Developer warrants and guarantees unto the Town that the  
Association, as of the date of execution hereof, is an active Florida corporation  
incorporated and in good standing with the office of the State of Florida, Secretary of  
State; and

WHEREAS, the Developer warrants and guarantees unto the Town that all Owners of The Properties and all individuals or legal entities holding mortgages or other liens thereon have joined in and consented to this Agreement, and that said executed consents and joinders by all mortgage and security interest holders have been attached to this agreement.

NOW, THEREFORE, in consideration of Ten and 00/100 DOLLARS (\$10.00) and certain other good and diverse considerations, each to the other paid in hand, the sufficiency and receipt all of which be and the same is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

## ARTICLE I ACKNOWLEDGEMENTS

Each and all of the foregoing recitals be and the same are hereby incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement, but the Owners of the Properties hereby authorize the Town to withhold the issuance of a certificate of occupancy or building permit on any Unit on the Properties until such recital is made to be true and correct. Further, if any certificate of occupancy or building permit shall be withheld by the Town as a result thereof, the Unit Owner(s), the Association, the fee simple title holder of any portion of the Properties, and the Owner/Developer, their respective agents, contractors, subcontractors, assigns or successors waive any claim, objection, or manner of suit against the Town for refusal to issue said certificate of occupancy or building permit.

## ARTICLE II DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings;

(a) "Agreement" means and refers to this Stormwater Maintenance Agreement for Fourth Avenue Townhomes, as recorded in the Public Records of Brevard County, Florida, and as the same may be amended from time to time.

(b) "Assessment" means and refers to a share of the funds required for payment of the expenses of the Association or the Town as the case may be, all in pursuit of the responsibilities set forth in the agreement.

(c) "Association" means and refers to the Townhomes Fourth Ave, Inc., a Florida corporation not-for-profit.

(d) "Common Areas" means and refers to any drainage area, all as depicted upon the Plans or conveyed to the Association, all together with the landscaping and any improvements thereon, including, without limitation, all structures, swales, slopes, retention/detention areas or ponds, open space, fences, masonry walls, walkways, entrance markers, and signs, if any, but excluding any public utility installations thereon.

(e) "Developer" means and refers to by WW Brevard, LLC, a Florida Limited Liability Company, and to other parties who are specifically assigned by written instrument recorded in the Public Records of Brevard County, Florida. A Unit purchaser, Unit Owner or Unit mortgagee, shall not be deemed to be the Developer by the mere act of purchase or mortgage of a Unit.

(f) "Development" is defined as set forth in Section 163.3164, Florida Statutes.

(g) "Member" means and refers to all those Owners who are Members of the Association.

(h) "Operation," "Operate," or "Operated" when used in conjunction with the Surface Water/Stormwater Management System means and refers to the repair, painting, management, improvements, inspection, maintenance, deactivation, construction, renovation, operation, insurance and replacement of, as well as the disconnection from or connection to the Surface Water/Stormwater Management System.

(i) "Owner" means and refers to the record owner, whether one or more person or entities, of the fee simple title to any Unit situated upon the Properties and as shown on the Plans and the Owner of the Properties at the time of execution of this instrument.

(j) "Plans" means and refers to survey, site plan, drainage and stormwater management plans, together with any attachments thereto, for the Properties on file in the office of the Town Clerk. The Plans consist of twenty-one (21) pages and are entitled Wave Crest Townhomes:

(a) The 6-page Site Plan entitled Fourth Avenue Multifamily prepared by Teimouri & Associates, Inc. of Melbourne, FL, dated May 19, 2021 under Project No. 2020-127, including Sheet C-1 (Cover Sheet), Sheet C-2 (Existing Site Plan), Sheet C-5 (Water & Sewer Details), and Sheet C-6 (Stormtech Chambers Details), all with no date of revision; Sheet C-3 (Site Layout and Utility Plan) and Sheet C-4 (Grading, Paving, and Drainage Plan), both with last date of revision being Sept. 3, 2021;

(b) The 14-page Architectural Drawings entitled 3 Unit Townhomes for GW Property prepared by Engineering and Design Concepts, Inc., of Palm Bay, FL, without a project or job no. dated Aug. 26, 2021, including Sheets A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, S-1, EP-1, EP-2, EP-3, all with no date of revision;



(c) The one-page Landscape Plan entitled Fourth Avenue Multifamily Landscaping Plan prepared by an unknown individual without a project number date or revision noted;

(d) The one page survey prepared by Andrew Powshok AAL Land Surveying Services, Inc., of West Melbourne, FL, under Project No. 43158 dated 8/31/21.

(e) The 16-page Stormwater Management Calculations for Fourth Avenue Mmulti-Family Project No. 2020-127 prepared by Teimouri & Associates, Inc., of Melbourne, FL dated May 18, 2021 and unrevised.

(k) "Plat" means and refers to Lots 16 through 17, Block 25, of Indialantic By-the-Sea, according to the plat thereof, as recorded in Plat Book 3, Page 35, Public Records of Brevard County, Florida, all as replatted from time to time in whole or in part, together with any plat of additional land made subject to this Agreement.

(l) "Project" means and refers to a multi-family residential development consisting the Platted property.

(m) "Properties" means and refers to all such existing real property as described in Article III of this Agreement.

(n) "Surface Water/Stormwater Management System" means and refers to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C, Florida Administrative Code, and Chapter 14, Town Code of Ordinances (2022), all as superseded from time to time. The Surface Water/Stormwater Management System includes, but is not limited to, all retention/detention ponds and areas as shown upon Plans, together with all appurtenant outfall structures, pipes, lines, tees, bends, meters, gauges, mechanical equipment, valves, and easements therefore, all as are not conveyed to and accepted by the Town.

(o) "Town" means and refers to the Town of Indialantic, a Florida municipal corporation.

(p) "Unit" means and refers to any residential dwelling unit on the Properties and as shown on the Plans.

### ARTICLE III

## PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The Properties. The real property which is and shall be held, transferred, should, conveyed and occupied subject to this Agreement is located in Brevard County, Florida, and is more particularly described as including the real property described on the Plat, by this reference incorporated herein, all of which real property is herein referred to collectively as the "Properties." To the extent all or any portion thereof is not owned by the Developer, the respective fee simple holder of title thereof shall have joined in this Agreement for the purpose of subjecting that portion of the Properties owned by each of them to this Agreement.

## ARTICLE IV SURFACE WATER/STORMWATER MANAGEMENT SYSTEM

Section 1. Maintenance. The Association shall at all times maintain in good Operation and replace, as often as necessary, the Surface Water/Stormwater Management System, not conveyed or dedicated to and accepted by the Town, on the Properties, all such work to be done as specified in this Agreement. Maintenance of the Surface Water/Stormwater Management System shall mean and include, among other things, the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water/Stormwater Management System capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water/Stormwater Management System shall, at a minimum, be accomplished consistent with this Agreement, the Plans and drainage specifications, any required permit of the St. Johns River Water Management District, and any permit of the Town (required or otherwise), or if the Surface Water/Stormwater Management System is modified as approved by the St. Johns River Water Management District and the Town. Maintenance of any lighting/electrical fixtures which are integral parts of the Surface Water/Stormwater Management System shall include and extend to payment for all electricity consumed in the operation thereof. Easements over, under, and across such Common Areas encompassing the Surface Water/Stormwater Management System are hereby reserved in favor of the Association, and its designees to effect such Operation. All work pursuant to this Agreement and all expenses incurred hereunder shall be paid for by the Association through Assessments (either general or special) imposed in accordance herewith. No Owner may waive or otherwise escape liability for Assessment by non-use of the Common Areas or Unit or portion thereof or abandonment of the right to use the Common Areas. Owners of real property subject to this Article IV and Article V of this Agreement shall be entitled to cast one (1) of vote for each Unit owned in all Association matters relating to this Agreement or to the accomplishment of the goals, objectives, and purposes of this Agreement. No Owner may be deprived of a right to vote in matters relating to this Agreement in Association affairs. Only Owners who own land subject to Assessment under this Agreement shall vote on matters relating to the Assessments, responsibilities, duties, and obligations under this Agreement.

Section 2. Common Areas and Operation of Surface Water/ Stormwater Management System. The Common Areas, upon which the Surface Water/Stormwater Management System is situated, shall be open spaces without any structures, excluding fences, being permitted therein, except for structures which are a part of the Surface Water/Stormwater Management System. The Surface Water/Stormwater Management System shall be Operated, all in accordance with the standards, conditions, and requirements set forth on the Plans, and in the Town Code of Ordinances, and in particular although not limited to the requirements of the Town Code, which are incorporated herein by this reference, and the Town Comprehensive Plan, which standards, conditions, and requirements shall constitute minimum standards for the Operation of the Surface Water/Stormwater Management System. At all times the Surface Water/Stormwater Management System shall be maintained in such a condition so that the Surface Water/ Stormwater Management System equals or exceeds the design performance standards as shown in the drainage calculations on the Plans.

Section 3. Town Easements. Perpetual, nonexclusive easements are reserved over, under, and across the Common Areas to the Town, as may be required for the ingress to, egress from, entrance upon, for Operation of the Surface Water/Stormwater Management System, as may be required to adequately serve the Properties, it being expressly agreed that the Town upon making the entry shall restore the Common Areas, upon which the Surface Water/Stormwater Management System is located, to substantially the condition which existed prior to commencement of Operation of such Surface Water/Stormwater Management System. Town fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 4. Easements. Easements for installation, replacement, connection to, disconnection from, and maintenance of utilities, including but not limited to cable television, are reserved in favor of the Town and all public utilities and cable television companies covering portions of the Properties subject to the Association's jurisdiction and as provided herein, all upon the Common Areas and the Properties. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities, including but not limited to cable television, without the approval of the Town in its sole and absolute discretion. The area of each Unit covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Unit, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The Town, appropriate water and sewer authority, electric, gas, telephone, and cable television companies or governmental authorities, and their respective successors and assigns, shall have a perpetual easement for the installation, replacement, connection to, disconnection from, and maintenance, of water lines,

sanitary sewers, storm drains, and electric, telephone and security lines, cable and conduits under and through the utility easements on the Properties. All utilities and lines within the Properties, whether in street rights-of-way, utility easements, or otherwise, may be installed and maintained underground.

Section 5. General. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land and, notwithstanding any other provisions of this Agreement, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.

## ARTICLE V ASSOCIATION-COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Developer (and each party joining in this Agreement or in any supplemental Agreement), for all Units on the Properties, hereby covenants and agrees, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association, or the Town, as the case may be, Assessments or charges for the Operation of the Surface Water/Stormwater Management System (excluding portions of said system dedicated or conveyed to *and* accepted by the Town in writing) and maintenance, repair, landscape maintenance and/or improvements to the Common Areas, all including such reasonable reserves as the Association may deem necessary, all such Assessments to be fixed, established and collected from time to time, as herein provided. The Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the land constituting the Unit(s) against which each such Assessment is made. Each Owner of real property subject to Assessment shall contribute to the Association toward the costs of maintenance, repair and operation of the Surface Water/Stormwater Management System (as expanded, if expanded) on the Properties or on easements for drainage and stormwater management conveyed to the Association, all as described in this Agreement and on the following basis: Each Owner shall pay the percentage of costs toward achievement of the responsibilities, duties, and obligations of the Association under this Agreement. Assessments shall be made by multiplying project costs times a fraction, the numerator of which is the total number of Units owned by the Owner that is subject to Assessments under this Agreement and the denominator of which is the total number of Units constituting the Properties. Assessments shall be paid within thirty (30) days of billing and shall accrue interest thereafter at a rate not exceeding the maximum rate of interest then allowed by law.

Section 2. Purpose of Assessments. The Assessments provided for herein and

levied by the Association or the Town as the case may be shall be used exclusively for the Operation of the Surface Water/Stormwater Management System as required herein and landscape maintenance of and improvements to the Common Areas and the Properties.

Section 3. Specific Damage. Owners (on their behalf and on behalf of their family members, tenants, invitees, agents, contractors, subcontractors, or children) causing damage to any portion of the Surface Water/Stormwater Management System and the landscaping on the Common Areas or the Properties, as a result of misuse, negligence, or otherwise shall be directly liable to the Association, and a special Assessment may be levied by the Association, or the Town, as the case may be, therefor against such Owner or Owners. Such special Assessments shall be subject to all of the provisions hereof relating to other Assessments, including, but not limited to, the lien and foreclosure procedures, except that the special Assessment may be levied solely against those owners or their tenants or invitees thereof responsible for specific damage.

Section 4. Surface Water/Stormwater Management System Maintenance. If the Association has failed to maintain in good Operation, the Surface Water/Stormwater Management System or failed to do so in compliance with the Plans or as otherwise required herein, has failed to provide landscape maintenance to any portion of the Common Areas (whether part of the Surface Water/Stormwater Management System or otherwise), or has failed to maintain the improvements to the Common Areas, or the Properties, as required by this Agreement, then the Town may but shall not be obligated to, after giving the Association thirty (30) days written notice sent to the Association's last known registered agent, Operate that portion of the Surface Water/Stormwater Management System in need of said Operation or maintenance, or maintain or replace the Common Area landscaping. Said determination by the Town to Operate, temporarily or permanently, any part or all of the Surface Water/Stormwater Management System or maintain or replace the Common Area landscaping, shall be optional with the Town. The Town shall be under no obligation to, either temporarily or permanently, Operate the Surface Water/Stormwater Management System or maintain or replace the Common Area landscaping, nor shall the Town be liable for failing to Operate the Surface Water/Stormwater Management System or maintain or replace the Common Area landscaping. A determination by the Town that the Surface Water/Stormwater Management System, or any portion thereof, is not being Operated in compliance with the Plans and other standards set forth in this Agreement, or that maintenance or replacement of the Common Area landscaping is necessary or appropriate, shall be one subject to the sole but reasonable judgment of the Town. All costs and expenses of the Town resulting from any Operation of the Town of the Surface Water/Stormwater Management System, or maintenance or replacement of the Common Area landscaping, shall be chargeable to and Assessed by the Town to the Association and the Owners; provided that in the event the Town is compelled to Operate the Surface Water/Stormwater Management System or maintain, or replace of the Common Area landscaping, in accordance herewith, the Association shall have

thirty (30) days in which to pay the Town's Assessment expenses and costs after the Association receives a bill therefor from the Town. If the Association shall fail to pay to the Town within said thirty (30) day period for the cost of providing said services, the Town has, and is hereby granted, a lien for the costs of said services. Said lien shall include interest to be assessed at the then highest lawful rate of interest and the costs and reasonable attorney's fees of collection thereof. The total cost of such services shall be *pro-rated* equally among all the Units and shall constitute a lien against each Unit for its *pro-rata* share. Further, to assist in collection of the costs for such services, the Town shall have the power of Assessment and collection to the same extent as the Association as set forth in Article V, Section 5 hereof.

Section 5. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the Assessments for installments are not paid on the date(s) when due (being the dates(s) specified herein), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Unit which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Each Assessment against a Unit shall also be the personal obligation of the Owner at the time the Assessment fell due. If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association or the Town, as the case may be, and if such installment is not paid thereafter, it shall accrue interest at the highest rate of interest then permissible by law. Further, the Association, or the Town, as the case may be, may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Unit on which the Assessments and late charges are unpaid or may foreclose the lien against the Unit on which the Assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such Assessments, and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Association, or the Town, as the case may be, shall be entitled to attorneys' fees in connection with any appeal of any such action.

Section 6. Lien Subordination. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage made prior to recordation of the notice of lien. Sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. Upon foreclosure or acceptance of a deed in lieu thereof, any sums outstanding and due at such time shall then be *pro-rata* assessed on an equal basis against all Units. No sale or transfer shall relieve such Unit from liability for any Assessment thereafter becoming due or from the

lien thereof.

## ARTICLE VI GENERAL PROVISIONS

Section 1. Duration. This Agreement and the provisions hereof shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Town, the Developer, the Owners, and the Association of any land subject to this Agreement, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Agreement is recorded, after which time said Agreement shall be automatically extended for successive periods of five (5) years each unless an instrument signed by the Town has been recorded, agreeing to revoke said Agreement in part or in whole.

Section 2. Notice. Any notice to be sent to the Developer, the Association, or the Town under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the said Developer, Association, or to the attention of the Town Manager at the Town. Any notice hereunder to be sent to any Unit Owner under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first class U.S. mail, to the address of said Unit Owner as displayed on the then most currently *compiled ad valorem* tax roll for Brevard County.

### Section 3. Enforcement.

(a) Enforcement of this Agreement may be by the Association, the Developer, or the Town and may be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision hereof, either to restrain a violation or to recover damages, and against the Units to enforce any lien created by this Agreement. Failure to enforce any covenant or provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Town shall not be obligated or bound to enforce any of the covenants or provisions herein or be liable to or for any person or persons for non-enforcement.

(b) The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Agreement which relate to the maintenance, operation and repair of the Surface Water/ Stormwater Management System, as defined in Article II(n); Article IV, Section 1; and Article VI, Sections 3, 5, and 11.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and

effect.

Section 5. Amendment.

(a) The covenants, easements, provisions, charges and liens of this Agreement may be amended, changed or added to at any time and from time to time upon the execution and recordation in the Public Records of Brevard County, Florida, of an instrument executed by the Town and the Association. The consent and joinder of the Developer to any amendment to this Agreement shall be required for so long as the Developer shall own at least ten percent (10%) of the total number of Units depicted upon the Plans. No amendment to this Agreement may be made which places additional duties, obligations, or responsibilities on any Unit or Unit Owner without the consent and joinder of said Unit Owner to the amendment. This Section 5 may not be amended.

(b) Any amendment to this Agreement which alters the Surface Water/Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas or the Properties, must have the prior approval of the St. Johns River Water Management District.

Section 6. Effective Date. This Agreement shall become effective upon its recordation in the Public Records of Brevard County, Florida, and any amendment hereto shall become effective upon recordation in the Public Records of Brevard County, Florida.

Section 7. Conflict. This Agreement shall take precedence over any conflicting provision in the Articles of Incorporation or the By-Laws of the Association, any covenants and restrictions common to the Properties or the real estate subject to the Plat.

Section 8. Standards for Consent, Approval, Completion, Other Action and Interpretation. In the event of an ambiguity or dispute as to the meaning of the wording of this Agreement, this Agreement shall be interpreted by the Town Council and an opinion of counsel to the Town rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 9. Easements. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 1 hereof, it is the intention of the Developer as fee simple holder of title to the Properties, and all other persons who have joined in the execution of this Agreement, affected hereby that this Agreement shall constitute covenants running with the land and with title to the Properties, or as equitable servitude upon the land, as the case may be.



Section 11. Dissolution of Association. In the event of a permanent dissolution of the Association, the Owners shall immediately thereupon hold title to the Common Areas as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the Town. In no event shall the Town be obligated to accept any dedication or conveyance offered to it by the Association or the Owners pursuant to this section, but the Town may in its sole and absolute discretion accept such a dedication or conveyance, and any such acceptance must be made by ordinance or resolution adopted by the Town Council of the Town. Any successor to the Association, including the Unit Owners shall pursuant to this Agreement provide for the continued maintenance and upkeep of the Surface Water/Stormwater Management System, if any, and the Common Areas. Anything to the contrary herein notwithstanding, this section may not be amended without the written consent of the Town.

Section 12. Indemnification of the Town. The Town is hereby granted the right and authority, but not the obligation, from time to time to require that the Association post liability insurance insuring the Town as loss payee against suit or loss for injuries (including death) and property damage caused as a result of the Town's providing services hereunder, said insurance to be in such reasonable amounts and with such standard insurance companies licensed and approved to do business in the State of Florida by the appropriate State agency regulating the insurance industry, all as the Town shall require or specify. Said insurance shall be upon such reasonable terms and in such reasonable amounts as the Town may require. Failure of the Association within thirty (30) days of notice to the Association to provide to the Town proof that such insurance has been obtained shall entitle the Town to purchase said insurance. The Association may be charged and shall pay said charge in the same manner as set forth in Article VI of this Agreement. Failure of the Association to pay said charges within thirty (30) days after receipt of a bill from the Town shall entitle the Town to Assess each Unit and place a lien against each Unit, all as provided in Article VI.

Section 13. Recordation. The Developer hereby agrees to pay for any costs of recordation of this Agreement in the Public Records of Brevard County, Florida, and the recorded original hereof shall be returned to the Town for filing in its records.

[Intentionally Left Blank]

[Intentionally Left Blank]

Executed as of the date first above written.

Signed, sealed and delivered  
in the presence of:

OWNER/DEVELOPER:

WW BREVARD, LLC, a Florida Limited  
Liability Company

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Gordon E. Wiles, its  
Manager  
Address: 203 East New Haven Avenue,  
Melbourne, FL 32901

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

WW BREVARD, LLC, a Florida Limited  
Liability Company

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Patrick R. Walborn, its  
Manager  
Address: 203 East New Haven Avenue,  
Melbourne, FL 32901

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

ASSOCIATION:

TOWNHOMES FOURTH AVE, INC., a  
Florida Not-for-Profit Corporation

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Gordon E. Wiles, its  
President  
Address: 203 East New Haven Avenue  
Melbourne, FL 32901

(CORPORATE SEAL)

TOWN:

TOWN OF INDIALANTIC,  
A Florida Municipal Corporation

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Michael Casey, as Town  
Manager  
Address: 216 Fifth Avenue  
Indialantic, FL 32903

(TOWN SEAL)

ATTEST: \_\_\_\_\_  
Rebekah Raddon, CMC  
Town Clerk

Notary for the Owner/Developer:

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by, Gordon E. Wiles, as manager of WW Brevard, LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public – State of Florida

\_\_\_\_\_  
(Serial number)  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by, Patrick R. Walborn, as manager of WW Brevard, LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public – State of Florida

\_\_\_\_\_  
(Serial number)  
My Commission Expires:

Notary for the Association:

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Gordon E. Wiles, as President of Townhomes Fourth Ave, Inc. a Florida Not-for-Profit Corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public – State of Florida

\_\_\_\_\_  
(Serial number)  
My Commission Expires:

Notary for the Town:

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Michael Casey, as Town Manager of the Town of Indialantic, a Florida Municipal Corporation, on behalf of the municipal corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public – State of Florida

\_\_\_\_\_  
(Serial number)  
My Commission Expires:

**SUBJECT: FEMA Grant Agreement for Hurricane Ian Assistance**

**Staff Report – Town of Indialantic**

**Meeting Date: February 8, 2023**

**Summary:**

Council is being requested to approve grant agreement # Z2961 with FEMA for Hurricane Ian assistance.

**Recommendation:**

Approve agreement.

MOTION:  
Approve Agreement.

Submitted by:

Approved for agenda:

Rebekah Raddon

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Rebekah Raddon  
Town Clerk

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Michael L. Casey  
Town Manager

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	<u>Indialantic, Town of</u>
Subrecipient's unique entity identifier:	<u></u>
Federal Award Date:	<u>9/30/2022</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>Sep 23, 2022- Mar 29, 2023</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>Sep 23, 2022- Mar 29, 2024</u>
Amount of Federal Funds Obligated by this Agreement:	<u>N/A</u>
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	<u></u>
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	<u></u>
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	<u>Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.</u>
Name of Federal awarding agency:	<u>Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Assistance Listing Number (Formerly CFDA Number):	<u>97.036</u>

Assistance Listing Program Title (Formerly CFDA program Title): Indialantic, Town of

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Indialantic, Town of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name            Jennifer Stallings  
Title            Grant Program Manager  
Bureau of       Recovery  
Address:       Florida Division of Emergency Management  
                     2555 Shumard Oak Blvd.  
                     Tallahassee, FL 32399-2100  
Telephone:     (850) 815-4408  
Email:           Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

#### **(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

#### **(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

#### **(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

### **(13) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

### **(14) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	<b>Reporting Time Period</b>	<b>Subrecipient Report Submittal Deadline</b>
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

#### **(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

#### **(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

#### **(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

#### **(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

#### **(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT:** Indialantic, Town of

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Governor's Authorized Representative

Date: \_\_\_\_\_

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Name and Title

**216 Fifth Avenue**

\_\_\_\_\_  
Street Address

**Indialantic, FL, 32903**

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Indialantic, Town of**

\_\_\_\_\_  
Subrecipient's Name

**Z2961**

\_\_\_\_\_  
DEM Contract Number

## Attachment B

### SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1:** "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2:** "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3:** "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12:** "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**



**SYSTEMS ACCESS FORM (CONTACTS)**  
**FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM**  
**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Indialantic, Town of

**Box 1: Authorized Agent (Full Access)**

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

**Box 2: Primary Contact (Full Access)**

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

**Box 3: Alternate Contact (Full Access)**

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

**Box 4: Other-Finance/Point of Contact (Full Access)**

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

**Box 5: Other-Risk Mgmt-Insurance (Full Access)**

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

**Box 6: Other-Environmental-Historic (Full Access)**

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

\_\_\_\_\_  
**Subrecipient Authorized Representative Signature**

\_\_\_\_\_  
**Date**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Indialantic, Town of

**Date:**

**Box 7: Other** (Read Only Access)

**Box 8: Other** (Read Only Access)

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

**Box 9: Other** (Read Only Access)

**Box 10: Other** (Read Only Access)

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

**Box 11: Other** (Read Only Access)

**Box 12: Other** (Read Only Access)

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:**

**Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6011134

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 009-33375-00

**Attachment C**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Date



## Attachment 2

### Federally-Funded Subgrant Agreement – Applicant Instructions

Each Applicant must return the signed funding agreement via email to the assigned Grant Manager. The Applicant must also upload a signed copy of the funding agreement in FloridaPA.org under the Sub-grant Agreement module. The following sections and attachments must be completed in order to fully execute the funding agreement:

1. Subgrant Agreement
  - a. Subrecipient's unique entity identifier (UEI):
    - i. Fill out your UEI. Go to Sam.gov to obtain it. More information on the Vendor Registration Instructions
  - b. Item (3) CONTACT – Section c.
    - i. Fill out the point of contact for any necessary future discussions regarding the contract
    - ii. Contact does not have to be the authorized signor
  - c. Signature page
    - i. Fill out the following information:
      1. By – Original Signature of the Authorized Agent
      2. Name and Title – Printed name and title of the Authorized Agent
      3. Date – Date of contract signage
    - ii. **The agreement must be signed by the Authorized Agent of the entity (see Appendix 1 for further instruction on Authorized Agents)**
2. Attachment A: Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - a. The Applicant must certify that any contractor working on a project has not been suspended or debarred. The Applicant should refer to SAM.gov for certification.

NOTE:

    - i. Mutual aid is not considered a sub-contractor.
3. Attachment B: System Access
  - a. At least 2 contacts must be filled out completely
    - i. The Authorized Agent (Box 1) **must be the same as the person signing the agreement.**
    - ii. The other contact may be in any other box.
    - iii. Each contact listed must fill out the following:
      1. Agent's Name
      2. Signature
      3. Organization/Official Position
      4. Mailing Address
      5. City, State, Zip
      6. Daytime Telephone
      7. E-mail Address
  - b. Signature for 'Subgrantee Authorized Agent Signature' (bottom of page) must be the person from Box 1– the Authorized Agent
  - c. Complete the following:
    - i. Sub-Grantee's Fiscal Year (FY) Start:
    - ii. Sub-Grantee's Federal Employer's Identification Number (EIN):
    - iii. Sub-Grantee's: FIPS Number (found on FLPA)



## Attachment 2

4. Attachment C: Certification Regarding Lobbying
  - a. Authorized Agent fill out the following information:
    1. Subrecipient's name
    2. Signature of the Authorized Agent
    3. Name and Title
    4. Date

### **Appendix 1**

Included below is a list of possible positions within your organization that might be appropriate to act as Authorized Agent. If your organization does not include these positions FDEM would request a copy of your organization chart to help us identify your organizational structure and ensure the correct signatories are accepted on official documents.

If the subgrant agreement or other documents provided to FDEM are not signed by the lead authority within your organization then you must provide proof of delegation of authority to a different individual within your entity. This delegation of authority letter must contain the following:

- a. A formal letterhead of the city, county, tribe, PNP etc.
- b. Language indicating the delegation of authority to new employee from the organizations formal authorized agent.
- c. Include a citation of the entity's internal policy that grants delegation authority, describes the process and any limitations on the actions of those delegated.

The delegation letter must be submitted with the signed agreement and uploaded to FloridaPA in the Sub-grant Agreement module.

#### *List of Possible Authorized Agents:*

- State Agencies:
  - Secretary
  - Director of the Agency
- County:
  - Chair of the Board of Commissioners
- City:
  - Mayor
- Indian Tribe:
  - Chief
  - President
- Police Department:
  - Chief of Police
- Sheriff's Office:
  - Sheriff



## Attachment 2

- School Board:
  - Superintendent
- Charter School:
  - Chair of the Board of Directors
- Institution of Higher Education:
  - President of the Institution
- Water Management District:
  - Chair
- Fire District:
  - District Chief
- Special District:
  - Executive Director
- Non-Profit:
  - Chair of the Board
  - Principal Officer
- Corporation:
  - Chair of the Board of Directors
  - President / CEO



## RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Per 2 CFR § 200.331, the Recovery Bureau Compliance Unit is required to monitor Subrecipients of Public Assistance funds using a risk-based approach to ensure Subrecipients comply with all financial, administrative and programmatic requirements. To determine the necessary type and level of Subrecipient monitoring, the Compliance Unit must first conduct a Risk Assessment.

Please fill out the enclosed questionnaire to assist the Compliance Unit in understanding Subrecipient's prior experience and current grants management structure. This questionnaire must be completed prior to execution of the Subgrant Agreement.

**Instructions:**

**Select the most accurate answer for each question and provide additional information in the comment sections, if necessary. Return the completed Risk Assessment Questionnaire with the Subgrant Agreement package.**

For questions regarding the Subrecipient Monitoring Program or assistance completing the questionnaire, please contact the Compliance Unit via email at [fdem-pa-compliance@em.myflorida.com](mailto:fdem-pa-compliance@em.myflorida.com).



# RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Declaration Number: \_\_\_\_\_

Subrecipient Name (Entity): \_\_\_\_\_

Fiscal Year End Date: \_\_\_\_\_

Risk Assessment Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

1. Has this entity ever been suspended or debarred?

- A. No, this entity has not been suspended or debarred within the last 10 years.
- B. Yes, this entity has been suspended or debarred in the last 4-10 years.
- C. Yes, this entity is currently or has been suspended or debarred within the last 3 years.

Comments:

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2. Has this entity been ever been awarded Federal funding?

- A. Yes, the entity has been awarded Federal funding for at least 5 out of the last 10 years.
- B. Yes, the entity has been awarded Federal funding for 2-4 out of the last 10 years.
- C. No, the entity does not have any experience with a Federal Grants program or has only been awarded Federal funding for 1 year or less out of the last 10 years.

Comments:

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3. Has this entity been awarded Public Assistance funding within the last 10 years?

- A. Yes, this entity has been awarded Public Assistance funding for 2 or more events.
- B. Yes, this entity has been awarded Public Assistance funding for 1 event.
- C. No, this entity has not been awarded Public Assistance funding.

Comments:

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# RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

4. Does this entity have experience with projects in the Public Assistance Program within the last 10 years?(choose all that apply)

- A. Yes, obligated large projects.
- B. Yes, obligated small projects.
- C. No.

Comments:

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5. Was a Federal Single Audit required and performed for this entity's most recent fiscal year?

- A. Yes.
- B. No, but this entity has been audited by an independent auditor yearly for the last 3 years.
- C. No, this entity has not been audited yearly for the last 3 years.

Comments:

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6. Has there been turnover within the last year of key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer)?

- A. No.
- B. Yes, there has been turnover in one (1) Key Personnel position.
- C. Yes, there has been turnover in more than one (1) Key Personnel position.

Comments:

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# RECOVERY BUREAU

## RISK ASSESSMENT QUESTIONNAIRE

7. Do key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer) have experience with Federal Grants Programs?

A. Yes, all key personnel have at least one(1) year of experience with Federal Grants Programs.

B. One (1) key personnel does not have at least 1 year of experience with Federal Grants Programs.

C. Two (2) or more key personnel do not have at least 1 year of experience with Federal Grants Programs.

Comments:

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8. Is this entity's accounting system automated (e.g. QuickBooks, Sage) AND can track the revenues and expenditures of program funds separately for each project?

A. Yes.

B. No. The entity's accounting system is manual, but can track the revenues and expenditures of program funds separately for each project.

C. No, the entity's accounting system is unable to track the revenues and expenditures of program funds separately for each project.

Comments:

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9. Written Policies and Procedures

This entity has written policies and/or procedures addressing (choose all that apply):

Accounting

Ethics

Conflict of Interest

Inventory, Property, and

Internal Controls

Equipment Records Retention

Procurement

Timekeeping and Payroll

Comments:

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# RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

## 10. Anticipated Project Amounts by Category of Work: (if known)

Category A: \$ \_\_\_\_\_

Category B: \$ \_\_\_\_\_

Category C: \$ \_\_\_\_\_

Category D: \$ \_\_\_\_\_

Category E: \$ \_\_\_\_\_

Category F: \$ \_\_\_\_\_

Category G: \$ \_\_\_\_\_

Category Z: \$ \_\_\_\_\_

*For FDEM Use Only*

FDEM Comments:

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Risk Assessment Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Preliminary Result:

Risk Rating:



## Attachment 4: Vendor Registration Instructions

Before executing a contract for Public Assistance, the applicant must register as a vendor with the State of Florida. Please complete the following registrations in their entirety. Not completing all registrations can delay the Public Assistance payment process. If you have any issues, you must contact that registration's authority for assistance.

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### 1: Unique Entity Identifier (UEI)

**Website:**

<https://sam.gov/content/home> **FAQ:**

[FSD](#)

On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). The Unique Entity ID (UEID) is a 12-character alphanumeric ID assigned to an entity by SAM.gov. As part of this transition, the DUNS Number has been removed from SAM.gov. All sub-awardees should get their Unique Entity ID (SAM) at SAM.gov now. Sub-awardees do not have to go through the full registration process to obtain a Unique Entity ID (SAM).

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### 2: MyFloridaMarketPlace (MFMP) Vendor Information Portal – Vendor Registration

**Website:** <https://vendor.myfloridamarketplace.com>

**Phone:** 866-352-3776

**Email:** [vendorhelp@myfloridamarketplace.com](mailto:vendorhelp@myfloridamarketplace.com)

An online registration to become a vendor with the State of Florida. Vendors would also use MFMP to update and review their payment addresses and contact information. The vendor must accept the terms of MFMP for their account to become active. Once registration is complete, MFMP should direct vendors to the State of Florida Vendor Website to register their W-9.

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### 3: State of Florida Vendor Website – Substitute Form W-9 Registration

**Website:** <https://flvendor.myfloridacfo.com>

**Phone:** (850) 413-5519

**Email:** [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com)

Paper W-9s are no longer accepted by the state, and must be submitted electronically by the vendor as a Substitute Form W-9 for tax purposes. Registration of a W-9 is a two-step process: registration and submitting the W-9. When both steps are complete, DFS electronically verifies tax information with the IRS, which can take up to 4 business days. **Registrants should review the W-9 Website Training video and W-9 FAQs on the website before they register.**



#### Tips for the Vendor Website:

- Cannot be used on mobile devices such as smartphones or tablets.
- Works best in Internet Explorer 8 or newer. Will also work in Google or Firefox, however if one browser does not work, DFS will suggest they try another.
- If the vendor receives errors when trying to register, DFS will suggest they open a new window and **manually** type “flvendor.myfloridacfo.com”. DO NOT use pre-populated or saved links!
- Once a Taxpayer ID Number (TIN) has been submitted, it cannot be changed. If a vendor has entered an incorrect TIN, they will need to go back to Step 1, registering with the correct TIN. Everything else can be updated.

For any other issues, please contact the Vendor Management Section at the above phone number.

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#### Optional: Department of Financial Services – Direct Deposit Section (EFT)

##### Website:

<https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

Phone: (850) 413-5517 Email: [directdeposit@myfloridacfo.com](mailto:directdeposit@myfloridacfo.com)

There is currently no way to electronically register for direct deposit or electronic funds transfer (EFT) with the State of Florida. All payments are sent by paper warrant automatically. Registration for direct deposit can be a lengthy, manual process, they should begin as early as possible after they have registered on the above websites. Contact the Direct Deposit section for instructions on how to register, or to verify direct deposit status.

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**SUBJECT: Ordinance 2023-01 First Reading: Changing Regular Council Meeting Dates and Times**

**Staff Report – Town of Indialantic**

**Meeting Date: February 8, 2023**

**Summary:**

At the Jan. 11, 2023 Town Council Meeting, council members approved drafting an ordinance that would change the regular council meeting schedule dates and times. Town Clerk Raddon suggested the meeting be changed from the *Wednesday preceding the second Thursday of each month* to the second Wednesday of each month which is easier for residents and staff to remember. She also requested the meeting times be changed from 7pm to 6pm and noted that most municipalities in Brevard County hold council meetings before 7pm which is convenient for staff and residents.

**Recommendation:**

Approve.

MOTION:  
Approve Ordinance 2023-01 on first reading.

Submitted by:

Approved for agenda:

*Rebekah Raddon*

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Rebekah Raddon  
Town Clerk

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Michael L. Casey  
Town Manager

**ORDINANCE NO. 2023-01**

**AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO TOWN COUNCIL MEETINGS; MAKING FINDINGS; AMENDING AND PROVIDING FOR THE TIME, PLACE, AND LOCATION OF TOWN COUNCIL MEETINGS; AMENDING SECTION 2-31 AND 2-32, TOWN OF INDIALANTIC CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY/ INTERPRETATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council is desirous of setting an easier to describe meeting schedule and revising the time schedule for Town Council meetings for the purpose of providing increased transparency of Town Council meetings to maintain and improve attendance by the public; and

**WHEREAS**, the Town Council desires to provide for the implementation of Section 166.0213, Florida Statutes (2022), the relevant portions of said statute which provide:

**166.0213 Governing body meetings.—**

(2) The governing body of a municipality may hold joint meetings to receive, discuss, and act upon matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality at such time and place as shall be prescribed by ordinance or resolution; and.

**WHEREAS**, Section 2.08(2) of the Town Charter provides that:

## **Sec. 2.08 Council meetings.**

(2) The Council shall meet regularly at least once each month, at such times and places as it shall prescribe by ordinance. The place, day of [the] week, week of the month, and the time so prescribed shall be the same for each such regular meeting, unless notice of a different time, place, date, or time be posted in the Town Hall and published at least ten (10) days in advance in at least one (1) newspaper of general circulation.

(emphasis supplied); and

**WHEREAS**, the Town Council is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, the Town Council of the Town of Indialantic, Florida, hereby finds this Ordinance to be in the best interests of the public order, safety, and welfare of the citizens of Indialantic.

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

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

SECTION 2. That section 2-31 the Code of Ordinances of Indialantic, Florida, is hereby amended to read as follows:

**Sec. 2-31. - Time, place for regular meetings.**

The council shall meet regularly at least once each month on the ~~Wednesday preceding the second Wednesday Thursday~~ of the month at ~~6:00 7:00~~ p.m., or as soon thereafter as day be convenient to the Town Council, at the town hall, unless notice of a different place, date, or time is posted in town hall and published at least ten days in advance in at least one newspaper of general circulation in the town. Meetings shall generally be held at a place within the corporate limits of the town, provided that from time to time as provided by state statute, the town council is authorized to hold joint meetings to receive, discuss, and act upon matters of mutual interest with the governing body of the county or the governing body of another municipality, at such time and place as shall be prescribed by resolution of the town council ~~hold its meetings outside the corporate limits of the town.~~

**SECTION 3. 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 4. Effective Date. 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 February, 2023, and ADOPTED by the Town Council of the Town of Indialantic, Florida on final reading on the \_\_\_\_ day of \_\_\_\_\_, 2023.

TOWN OF INDIALANTIC

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

ATTEST: \_\_\_\_\_  
Rebekah Raddon, CMC  
Town Clerk

## Agenda Item

**SUBJECT: Rectangular Rapid Flashing Beacons**

**Staff Report – Town of Indialantic**

**Meeting Date: February 8, 2023**

**Summary:**

Last month Mayor McDermott has been approached by a citizen about the possibilities of getting a Rectangular Rapid Flashing Beacon (RRFB) at S. Miramar and Eleventh Ave. Several years ago Council requested RRFBs at other locations on N. Miramar and S. Miramar that are currently installed.

After last month's meeting Council instructed the Town Manager to contact FDOT to see if the RRFB had been discussed with the previous Mayor. After contacting FDOT they have no records of any such request. If we request an RRFB at S. Miramar and Eleventh Ave. the Town Manager would send a letter to FDOT. FDOT would then perform a study of the area to see if a RRFB is needed and feasible.

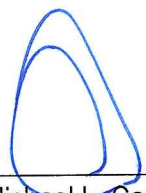
**Recommendation:** Approve the Town Manager to write a letter and work with FDOT to request a RRFB at S. Miramar and Eleventh Ave.

**MOTION:** Approve the Town Manager to write a letter and work with FDOT to request an RRFB a RRFB at S. Miramar and Eleventh Ave.

Submitted by:

Approved for agenda:

\_\_\_\_\_  
Rebekah Raddon  
Town Clerk

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

**SUBJECT:        Effective Usage of and Promotion of Notification Systems to Include Everbridge**

**Staff Report – Town of Indialantic**

**Meeting Date: February 8, 2023**

**Summary:**

At the January Council Meeting there was discussion on ways for effective usage and promotion of a notifications system, such as email list residents can sign up for and the emergency notification system. The Town Manager researched and found the City of West Melbourne currently uses NotifyMe for email notifications that residents sign up for information they wish to receive that is available. NotifyMe allows the resident to self-enroll and unenroll without using staff related time and allowing the citizen to create and edit what information they receive by email. Everbridge Emergency notification system is used by West Melbourne similar to Indialantic and this allows for residents to register to receive emergency notifications only. See attached examples.

**Recommendation:** Discussion on possible solutions and ways to promote these types of systems.

MOTION:

Submitted by:

Approved for agenda:

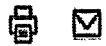
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Rebekah Raddon  
Town Clerk



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Michael L. Casey  
Town Manager



Municipal Codes

Newsletter

Online Services

+

Public Records

Stormwater Utility Fee

West Melbourne Media

Citizen Notifications

Accessibility

[Feature Links](#) > Citizen Notifications

## CITIZEN NOTIFICATION OPTIONS

NOTIFY ME (CLICK ON LOGO)



### SIGN UP FOR CITY OF WEST MELBOURNE'S:

Agendas/Minutes  
Newsletter  
Important Messages from the City  
Road Work/Closures  
News Flash  
Recreation Calendar  
And More...

ALERT BREVARD (CLICK ON LOGO)



### RECEIVE ALERTS FOR:



















Emergency Preparedness  
Evacuation Notices  
Weather Warnings  
Missing Persons/Children  
Natural Disasters  
Criminal Activity  
And More...





[Unsubscribe from All Lists](#)



















Click icon to subscribe

## ▼ Notify Me



METHOD	LIST NAME	DESCRIPTION
 	Board of Adjustment Agenda	Sign up to receive e-mail notifications that a Board of Adjustment Agenda has been posted to the City's web sites
 	Board of Adjustment Minutes	Sign up to receive e-mail notification that a Board of Adjustment Minutes has been posted to the City's web site
 	Boil Water Notice	Sign up to receive notification that a boil water notice has been posted to the City's web site
 	Business Advisory Board Agenda	Sign up to receive e-mail notification that a new Business Advisory Board Agenda has been posted to the City's web site
 	Business Advisory Board Minutes	Sign up to receive e-mail notification that Business Advisory Board Minutes have been posted to the City's website
 	City Council Meeting Agenda	Sign up to receive notification that a new agenda has been posted to the City's web site
 	City Council Meeting Minutes	Sign up to receive notification that City Council Meeting Minutes have been posted to the City's web site
 	City Council Summary of Actions	A brief report is published after a Council meeting summarizing the actions taken by the Council.
	City Manager Friday Memo	Each Friday the City Manager produces a memo to City Council summarizing the week's updates for the week. In addition to information provided by the memos often include Departmental updates.
 	Code Enforcement Board	Sign up to receive notification of the posting of Code Enforcement Board Minutes.
 	Community Redevelopment Agency Agendas	Agendas for the West Melbourne-Brevard County Community Development Agency meetings
 	Important Messages from the City	Sign up to receive Important Messages from the City of West Melbourne
 	Newsletter	Notify me when a new Newsletter is published on the City of West Melbourne website
 	Parks and Recreation Advisory Board	Sign up to receive notification that Agendas and minutes for the Parks and Recreation Advisory Board have been posted to the City's website
 	Planning and Zoning Board Agendas	Sign up to receive notification that a new agenda has been posted to the City's web site
 	Reuse System Notices, Schedules and Meetings	Sign up to receive notification of notices, schedule changes and meetings or scheduled on the City's web site

METHOD	LIST NAME	DESCRIPTION
 	Road Closure	Sign up to receive notification that a road closure has been announced
 	Water Main Flushing Program Update	The Florida Department of Environmental Protection is requiring all water treatment systems to flush water mains on a regular basis. The West Melbourne Department will flush all city water mains every three months





### ▼ Agenda Center

METHOD	LIST NAME	DESCRIPTION
 	Board of Adjustment	Board of Adjustment Agendas with Attachments
 	Business Advisory Board	Business Advisory Board Agendas with Attachments
 	City Council	City Council Agendas with Attachments
 	Code Enforcement Board	Code Enforcement Board Agendas with Attachments
 	Community Redevelopment Agency	Community Redevelopment Agency Agendas with Attachments
 	Parks and Recreation Advisory Board	Parks and Recreation Advisory Board Agendas with Attachments
 	Planning and Zoning	Planning and Zoning Agendas with Attachments
 	Police Officers' Retirement Board of Trustees	Police Officers' Retirement Board of Trustees Agendas with Attachments

### ▼ Alert Center

METHOD	LIST NAME	DESCRIPTION
 	Road Work - Road Closures	This Alert is to notify citizens of upcoming and current road work that may impact their traffic patterns

### ▼ Calendar

METHOD	LIST NAME	DESCRIPTION
 	Main City Calendar	
 	Recreation Calendar	Calendar of upcoming events, activities, classes and athletics

### ▼ News Flash

METHOD LIST NAME

DESCRIPTION



Police



Spotlights

Please Note: Florida has a broad public records law. As a result, any written communication created or received by City of West Melbourne officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

**SUBJECT: Social Media Policy**

**Staff Report – Town of Indialantic**

**Meeting Date: February 8, 2023**

**Summary:**

Deputy Mayor Glass requested that council review and discuss the town's current social media policy, which was adopted in 2020 by way of Resolution 03-2020.

**Recommendation:**

MOTION:

Submitted by:

Approved for agenda:

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Rebekah Raddon  
Town Clerk

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Michael L. Casey  
Town Manager



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**RESOLUTION NO. 03-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO THE USE AND OPERATION OF TOWN SOCIAL MEDIA; MAKING FINDINGS; PROVIDING A POLICY THEREFORE; PROVIDING FOR PURPOSE AND APPLICABILITY; PROVIDING DEFINITIONS AND FOR COMPLIANCE WITH REGULATIONS; SETTING FORTH CONTENT MANAGEMENT REQUIREMENTS AND PROCEDURES; PROVIDING METHODOLOGY FOR THE ESTABLISHMENT OF A SOCIAL MEDIA ACCOUNT; PROVIDING DISCLAIMERS AND REGULATIONS FOR USER TERMS OF USE; PROVIDING FOR RECORDS RETENTION; SETTING FORTH REGULATIONS REGARDING VIOLATION OF THE SOCIAL MEDIA POLICY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Council has determined in that it is in the public interest to adopt regulations regarding the Town's use of social media sites; and

WHEREAS, these regulations shall guide the use, management, and operation of social media used by the Town; and

WHEREAS, these regulations are adopted pursuant to the Town's home rule powers as set forth in Article VIII, Section 2(b), Florida Constitution of 1968 and Section 166.021, Florida Statutes,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUCIL OF THE TOWN OF INDIALANTIC, FLORIDA:

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

SECTION 2. Adoption of Social Media Policy. The following social media policy be and the same is hereby adopted.

**TOWN OF INDIALANTIC SOCIAL MEDIA POLICY**

**I. Purpose and Applicability.**

These procedures apply to and serve as a guide to all Town Council Members, Town employees, departments and contracted entities that distribute information about the

Town while engaging in any communications activity implied or directed. Any Social Media site used for Town business must be first considered for recommendation by the Town Manager and approved by the Town Council pursuant to this policy. Social Media may be used for the following purposes:

- i. Provide real-time information about the Town, news and events;
- ii. Provide citizens with time sensitive information in an efficient manner;
- iii. Increase Town marketability to a diversified audience;
- iv. Promote transparency and accountability;
- v. Updates on Town projects and programs;
- vi. Increase public engagement with the Town; and,
- vii. Drive followers to the Town's website for additional information and resources.

## II. Definitions.

**Authorized User** shall mean the Town Council members, Town Manager or the Town Manager's designee who has been authorized by the Town Manager to establish, create, edit, or maintain any Social Media account, and operate it in the transaction of official business of the Town of Indialantic.

**Content** means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the Town created or distributed via social media sites or their tools. *Compare* §119.011(12), Fla.Stat.

**Social Media** are various forms of user-created content tools such as social networks, blogs, video sharing, pod casts, wikis, message boards and online forums. They include but are not limited to: picture and video sharing, wall postings, e-mail, instant messaging and music sharing. Examples of social media include, but are not limited to: Facebook, Nextdoor, Twitter, Tweetdeck, YouTube, Snapchat, Google, Yahoo Groups, Instagram, Flickr, Facetime, Skype, ooVoo, Myspace, Skype and LinkedIn.

**User Agreement Form** – a Town form to be completed by all Authorized Users that contains the relevant Social Media account and employee information required to maintain the Social Media account, comply with this policy, or as required by the Town Manager.

## III. Compliance with Regulations.

- (a) Authorized Users using social media are responsible for complying with applicable federal, state, and applicable local government laws, regulations and policies.

88 This includes adherence to the Florida Sunshine Law and established laws and policies  
89 regarding copyright, records retention, First Amendment, privacy laws.

90  
91 (b) The Children's Online Privacy Protection Act (COPPA), 15 U.S.C.  
92 §§6501-6505 and 16 CFR Part 312, governs information gathered online from or about  
93 children under the age of 13. Verifiable consent from a child's parent or guardian is  
94 required before collecting, using, or disclosing personal information from a child under  
95 age 13. The Town's Social Media sites are not intended to solicit information of any kind  
96 from children under age 13, nor are any Town web-sites directed toward any person  
97 under the age of 13.

#### 98 99 **IV. Content Management.**

100 (a) The Authorized User shall:

101  
102 (1) Use the official Town-approved Social Media when responding. Do  
103 not use personal accounts for posting Town content.

104 (2) Be the only person(s) posting content. The Authorized Users are  
105 responsible for monitoring, managing, and removing (when necessary) any posts that do  
106 not meet the established rules/guidelines. Any content removed shall be stored by the  
107 Town and ultimately disposed of pursuant to Florida and Town record retention  
108 schedules.

109 a. Designate two or three backup Authorized Users to monitor  
110 and post to accounts in case the Authorized User is out and/or busy. Passwords will be  
111 provided to these designated backup Authorized Users.

112 b. Passwords and administrative access on all platforms will be  
113 changed whenever an Authorized User ends their employment or term, changes jobs to  
114 a position that is not authorized for access to Social Media accounts, or has access  
115 privileges revoked.

116 (3) All Social Media accounts should have contact information available.

117 (4) Should have a minimum activity of once a month. Target your  
118 postings to 2-3 times a month. Monitor your Insights.

119 (5) Comply with any existing or future Code of Conduct adopted by the  
120 Town of Florida law, as it may be amended from time to time.

121 (6) Take careful consideration when removing/hiding posted by the  
122 public to avoid any violation of user rights.

123 (7) Post a User Terms of Use either on the Social Media site itself or on  
124 the Town website. The statement states the policy regarding comments and parameters  
125 for participation that is allowed.

126 (8) Submit for acceptance by the Town Manager, or the Town Council,  
127 as appropriate, the social media provider's terms of service on behalf of the Town.

128 (9) When taking pictures of groups, the subjects of those photographs  
129

130 should be advised that their picture may appear on Town social media and that they may  
131 be identified. When taking pictures of students, ask permission from the teacher to take  
132 and use images of the students. No picture of persons under the age of 13 shall be  
133 permitted. Explain how the Town intend to use the images. Written consent should be  
134 obtained. If someone is taking a picture, a teacher may point out certain students you are  
135 not allowed to photograph or are under the age of 13. The teacher should be asked to  
136 identify those students that are not allowed to be photographed.

137  
138 (b) Posting of the following is prohibited without Town Manager or Town  
139 Council approval:

- 140 (1) Confidential or non-public information;
- 141 (2) Political activities (personal or those of Town Council elections),  
142 including events or stories that include judicial candidates between candidate  
143 qualifying and until Election Day. Information regarding Town elections and  
144 biographies or platforms of candidates, as edited by the Authorized User, may be  
145 permitted, if all candidates are offered a chance to submit the same for editing, or if  
146 all sides of a ballot issue are discussed in a factual, unbiased manner. Example: If a  
147 candidate wearing campaign paraphernalia is in a photo, the Authorized User may  
148 consider whether to crop that person out or photograph.
- 149 (3) Campaign events should not be included in social media, unless  
150 they are "candidate night" type event open to presentations by all candidates;
- 151 (4) Events *not* open to the public (post after it is over);
- 152 (5) Opinions of the Authorized User;
- 153 (6) Anything that violates Town, state, or federal laws or regulations;
- 154 (7) Endorsements of products, private businesses, causes or political  
155 candidates, other than to note that a new business located within the Town is opening;
- 156 (8) Copyrighted material without permission;
- 157 (9) Any content related to an agenda item that could reasonably be  
158 foreseen to come before the Council for a vote, unless either no position on the item is  
159 presented, or all contrasting views are presented.

160  
161 (c) The Town Manager, or Town Manager's designee, shall have authority to  
162 remove or restrict any or all material posted on a Town Social Media site that is in  
163 violation of Town policy or law. All information removed shall be digitally retained, stored  
164 and disposed of in the manner required to meet the requirements of applicable Florida  
165 Public Records laws and to comply with Public Record retention schedules set by the  
166 Florida Secretary of State or the Town, regardless of whether a post is removed from a  
167 Town Social Media Site.

168  
169 (d) Town Council members who intend to post content pursuant to section  
170 IV.(b) of this Policy shall seek approval from the Town Council by requesting the item be  
171 placed on a Council agenda without placing any information that may be reasonably  
172 interpreted as a violation of that section.

173  
174 **V. Establishing a Social Media Account.**

175  
176 (a) Contact the Town's IT consultant to discuss objectives and desired  
177 outcomes for utilizing Social Media and to help determine its effectiveness in reaching the  
178 communication objectives. Discussion regarding any specific Social Media account  
179 should include, but not be limited to:

- 180  
181 (1) Ensuring the site allows comments or posts to be turned off.  
182 (2) Ensuring the Social Media account provides a method  
183 by which the Authorized User can control content.  
184 (3) Reviewing the concept, audience and marketing plan for the site.  
185

186 (b) Submit a Town Social Media Registration form. A form must be prepared  
187 for each social media site and given to the Town Clerk. The Town Clerk shall keep a  
188 record of the forms and must be notified promptly of any change in the Administrator,  
189 password, account information, or removal/deactivation of the site.  
190

191 (c) Obtain written approval from the Town Manager and the IT consultant to  
192 create/establish and maintain a specific Social Media Account.  
193

194 (d) The individual requesting a Social Media account shall specify by name all  
195 Authorized Users for the account and receive authorization from the Town Manager or  
196 designee prior to establishing any Social Media Account.  
197

198 (e) Obtain formal approval from the Town Manager to proceed with any  
199 proposed Social Media project.  
200

201 (f) Obtain a completed User Agreement Form for each Authorized User and  
202 store that agreement in the employee's personnel file.  
203

204 (g) Establish the Social Media Account using a Town e-mail address created  
205 with the written approval of the Town Manager specifically for the account and provide all  
206 access credentials to both the IT consultant and the Town Manager or the Town  
207 Manager's designee, including all subsequent modifications to access credentials.  
208

209 (h) Social Media accounts may be established by the Town even if the Town  
210 does not currently plan to use them. This will reserve the name and keep another person  
211 or organization from presenting themselves as the Town of Indialantic.  
212

213 (i) Formal social media training shall be provided at the discretion of the Town  
214 Manager before an Administrator will be assigned or before a new social media site will  
215 be created.

216  
217 **VI. User Terms of Use.**  
218

219 If an Authorized User has an active social media account these are suggested guidelines  
220 to be posted on the social media platform's site, and may also be located on a Town  
221 website. It is as follows:  
222

223 **Terms of Use**  
224

225 This is a public site. The Town uses it to share information about events involving the  
226 Town. We update and monitor this account during regular business hours. Any  
227 comments you post here can be shared with the public or third parties without further  
228 notice. All comments and postings are subject to Florida's broad public records laws. All  
229 posts are subject to the Terms of Service of the host site.

230 Advertisements are placed here solely by \_\_\_\_\_ [Insert name of Social  
231 Media Site Provider] and are not chosen or endorsed by the Town, nor does the Town get  
232 anything of value for them.  
233

234 You cannot transact any Town business using \_\_\_\_\_ [Insert name of  
235 Social Media Site Provider]. Requests for information beyond what appears here,  
236 including public record requests, must be made in person, by mail, or by e-mail  
237 \_\_\_\_\_ [insert Town e-mail address] to the Town Clerk, 216 Fifth Avenue,  
238 Indialantic, FL 32903(insert email address here).  
239

240 ***Disclaimers.***  
241

242 Under Florida law, e-mail addresses are public records. If you do not want your e-mail  
243 address released in response to a public records request, do not send electronic mail to  
244 this entity. Instead, contact this office by phone or in writing. See §668.6076, Fla.Stat.  
245

246 Pursuant to Florida law, a person with an intent to engage in conduct involving the  
247 fraudulent use or possession of another person's identifying information may not  
248 represent oneself, directly or by implication, to be another person without the authority or  
249 approval of such other person through the use of a web page or Internet domain name  
250 and use that web page, Internet domain name, or a link to that web page or domain name  
251 or another site on the Internet to induce, request, or solicit a resident of this state to  
252 provide identifying information. See §668.703(1), Fla.Stat.  
253

254 Pursuant to Florida law, a person with an intent to engage in conduct involving the  
255 fraudulent use or possession of identifying information may not send or cause to be sent  
256 to an electronic mail address held by a resident of this state an electronic mail message  
257 that is falsely represented as being sent by another person without the authority or  
258 approval of such other person, refers or links the recipient of the message to a web page,

259 and directly or indirectly induces, requests, or solicits the recipient of the electronic mail  
260 message to provide identifying information. See §668.703(2), Fla.Stat.

261  
262 A provider of an interactive computer service is not liable under the laws of this state for  
263 removing or disabling access to content that resides on an Internet website or other  
264 online location controlled or operated by such provider if such provider believes in good  
265 faith that the content is used to engage in a violation of the foregoing. See §668.705(2),  
266 Fla.Stat.

267  
268 Before attempting to post a pictures of a person or group, the subjects of those  
269 photographs should be advised that their picture may appear on Town social media, and  
270 that they may be identified. When taking pictures of students, ask permission from the  
271 teacher to take and use images of the students. No picture of persons under the age of  
272 13 shall be permitted. Written consent should be obtained. If someone is taking a  
273 picture, a teacher may point out certain students you are not allowed to photograph or are  
274 under the age of 13. The teacher should be asked to identify those students that are not  
275 allowed to be photographed.

276  
277 The Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6505 and 16  
278 CFR Part 312, governs information gathered online from or about children under the age  
279 of 13. Verifiable consent from a child's parent or guardian is required before collecting,  
280 using, or disclosing personal information from a child under age 13. The Town's Social  
281 Media sites are not intended to solicit information of any kind from children under age 13,  
282 nor are any Town web-sites directed toward any person under the age of 13. By use of  
283 this site, the user agrees and warrants that no information regarding individual children  
284 under the age of 13 or photographs of them have been or will be posted without parental  
285 consent acceptable to the Town.

### 286 287 *Code of Conduct*

288  
289 The Town welcomes comments to the posts here and sharing information they contain.  
290 But, all content posted here must be respectful and relevant to the subject being  
291 discussed. Please do not include any personal information about you or anyone else.  
292 This includes your address, email address, or phone number. Please do not post any  
293 case specific inquiries. We will review tweets, messages, and posts, but cannot commit  
294 to replying. If you have specific questions or are wishing to request a public record, we  
295 ask you contact the Town Clerk at (321) 723-2242 or townhall@Indialantic.com.

### 296 297 *Inappropriate Comments*

298  
299 The Town has the right to hide or delete inappropriate content from this page, including  
300 but not limited to content that is irrelevant, inaccurate, misleading, redundant, hateful,  
301 uncivil, or disrespectful; content that constitutes or solicits an act that violates law; attacks

or complaints against others; financial or commercial solicitations; comments about a candidate for public office or party; or content that violates Social Media Sites policies. Inappropriate content that is hidden or deleted may still be disclosed to the public or third parties without further notice. Content that violates Facebook or Twitter's policies may be reported. Repeated inappropriate comments will result in the user being blocked without further notice.

### *External Links*

The Town's social media accounts may contain links to external websites. Please note that the appearance of external hyperlinks does not constitute the endorsement by the Town. The Town is not responsible for the accuracy of any content and does not exercise any editorial control over the information you may find at these locations.

### *Liability*

The Town accepts no liability or responsibility whatsoever for the contents of any target site linked from this page; or for any data, text, software, music, sound, photographs, images, video, messages, or any other materials or content whatsoever generated by users and publicly posted on this page. The Town reserve the right to delete from public viewer any posting or any person's posting, violating this Term of Use policy.

## **VII. Records Retention.**

(a) Communications on Town Social Media accounts should only contain transitory messages. Transitory messages are created primarily for the communication of information, as opposed to communications designed for the perpetuation of knowledge. Therefore, Authorized Users shall adhere to the following when it comes to records retention for posts on social media:

(b) Transitory Messages. This record series consists of those records that are created primarily for the communication of information, as opposed to communications designed for the perpetuation of knowledge. Transitory messages do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt. The informal tone of transitory messages might be compared to the communication that might take place during a telephone conversation or a conversation in an office hallway. Transitory messages would include, but would not be limited to: e-mail messages with short-lived, or no administrative value, voice mail, self-sticking notes, and telephone messages, and content published on court social media platforms.

(c) Retention.

(1) It shall be the responsibility of the Authorized User to implement



processes to retain, store, and dispose of all content made or received relating to Town business, to ensure compliance with Chapter 119, Florida Statutes and AGO 2009-19. In particular the Administrator shall keep a record of all posts, direct messages, tweets, re-tweets, responses, or replies made by the Authorized User. The Authorized User must configure the account settings or use a service which either delivers the content to a Town e-mail mailbox or to a database as provided by IT.

(2) To engage public participation, the Authorized User shall set any privacy settings on the social media site so the content on the site is as open to as many members of the general public as possible. No user shall be denied from viewing (i.e. being a fan, follower or similar) the site.

(3) Material posted on social media sites and all responses to a user of those sites shall be factual, accurate, and in compliance with all Town policies and procedures. The Authorized User for the site shall seek assistance before offering advice, support, or comment on any topic that falls outside the Authorized User's duties or responsibilities.

### VIII. Violation of Policy

If an Authorized User who is a Town Employee fails to comply with the terms of this policy, The Town Manager may determine disciplinary action, including but not limited to termination. If the Authorized User is the Town Manager who fails to comply with the terms of this policy, the Town Council may determine disciplinary action, including but not limited to termination. If the Authorized User is a third party contractor violates this policy, the contract may be terminated in accordance to its terms. If an Authorized User who is a Town Council member fails to comply with the terms of this policy, the Town Council may censure the Town Council member or take other legal and appropriate action.

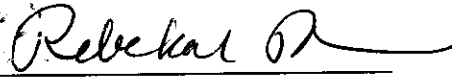
SECTION 3. Severability Clause. In the event that any term, provision, clause, sentence or section of this Resolution shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or unenforceability shall 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.

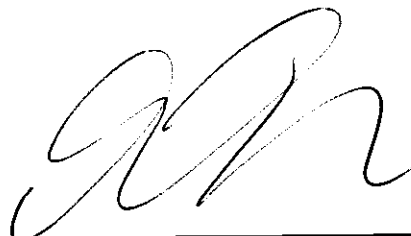
SECTION 4. Effective Date. This Resolution shall become effective upon adoption.

PASSED by the Town Council of the Town of Indialantic on the 12<sup>th</sup> day of February, 2020.

TOWN OF INDIALANTIC, FLORIDA,  
A Florida Municipal Corporation

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ATTEST:   
Rebekah Raddon, CMC  
Town Clerk

  
David Berkman  
Mayor

Agenda Item E. 2

**SUBJECT:      Audit and Recommendations for Town IT System by Qualified IT Professionals**

**Staff Report – Town of Indialantic**

**Meeting Date: February 8, 2023**

**Summary:**

Councilman Strand has asked for discussion on audit and recommendations for the town IT system by qualified IT professionals. Attached to this memo prepared by Councilman Strand.

**Recommendation:** Discussion


MOTION:

Submitted by:

Approved for agenda:

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Rebekah Raddon  
Town Clerk



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Michael L. Casey  
Town Manager

# Legislation - Audit and Recommendations for Town IT Systems by Qualified IT Professionals

## Essential Nature of Properly Functioning IT Systems

IT systems are **an integral part** of conducting business as a municipality and fulfilling our duties under Florida law. The reliability and ease-of-use has a profound effect upon staff, vendors, civic leaders, residents, and almost anyone who comes in contact with town staff.

## Glossary

- **IT Systems** are defined as information technology and technical infrastructure related to town hall (excluding police systems), Internet connectivity, IPO provisioning, local networks, communication platforms (email, etc), hardware, software, security, up-time, back and recovery, cloud services, and third-party services.

## Scope

This proposal has a modest scope – for an IT professional (person or firm) to:

- Conduct **an audit** of IT Systems to **understand the current state of where we are.**
- Document major features and functionality so that lay people may clearly understand (at a high level) what is involved in our IT Systems.
- Make recommendations of issues to be addressed, upgrade paths, more cost-effective solutions and best practices to be implemented.
- Provide estimated costs, time frames, risks, and benefits to implement recommendations.
- Facilitate discussion with the Council, Town Manager and interested parties to make decisions for a three year path from where we are to where we want to be. **Understand the desired, future state.**

This proposal does not suggest that we "overhaul" our IT Systems nor that we incur "large" expenditures this fiscal year that may disrupt funds earmarked for specific purposes. Keep in mind that funds are moved to items that are deemed important and timely. We would make a

reasonable investment this fiscal year and implement agreed-upon tasks that provide the most value.

The proposal does not suggest staff be hired nor a contract be awarded at this time. This is a first step to "know what we don't know" and make wise decisions for the proper requirements should we choose, in the future, to hire an IT Company on a contractual basis.

## History

Most IT System decisions are decided upon by the Town Manager. What's more, a fair amount of time is devoted by the Town Manager and former Chief of Police, Troy Morris, to **directly** manage and upgrade IT Systems. This includes, but is not limited to:

- Running network cables
- Addressing IP and network issues
- Administration and troubleshooting the email system
- Building workstations
- Installing software
- Handling public record requests from multiple email addresses

Time requirements spike when problems occur. Recent examples:

- Emails being unable to be sent to external addresses.
- Having to send emails during certain times of the hour to be delivered lest the emails fail to send.
- Devices unable to connect to the standard network due to IP issues.

While the cost-conscious effort is appreciated, the resulting IT Systems solutions are **far from optimal**. Our IT Systems ought to be resilient, efficient and cost-effective.

For staff responsibilities, precious time is being spent learning how to manage these issues by personnel that have more important priorities. Plus, this level of work is beyond their core expertise.

## Let's Ask Ourselves

- Is IT System management one of the most important uses of the Town Manager's time?
- What level of IT professionals ought to be responsible for the town's IT Systems?
- How much more productive may staff become with better IT System reliability and functionality?
- How much more satisfied may staff and civic leaders be with better IT System reliability and functionality?
- How may best practices be implemented on an ongoing basis to ensure efficient IT Systems combined with cost-effectiveness?

## Motion

"I move to have the Town Manager create clear requirements and Request for Proposal for a reputable IT Company to conduct an audit of the IT Systems. This work output will be delivered to the council within 1 to 2 months from this date for further consideration."

## Further Recommendation for Success

The Town Manager is encouraged to seek input from residents Greg Harrigan and/or Linda Beaman, both of whom have excellent experience and knowledge working with IT systems and professionals and know how to spend wisely using the budgets they manage.

— end —

**SUBJECT:       Witch Way 5K Proceeds**

**Staff Report – Town of Indialantic**

**Meeting Date: February 8, 2023**

**Summary:**

In October the Indialantic Parks, Recreation, and Beautification Committee held the annual Witch Way 5K. Based upon the income and expenses for the event the net profit was \$15,572.43. In past years the Indialantic Parks, Recreation, and Beautification Committee shared the profits with local charities, organizations and the remainder of the funds are deposited in the town budget in Parks Projects 572.9200. The Indialantic Parks, Recreation, and Beautification Committee voted and recommended the following: Indialantic Fire Department Volunteers \$200.00, Indialantic Elementary \$100.00, Gemini Elementary \$100.00 and Surfrider Organization \$1,000.00. The remaining \$14,072.43 would be deposited into the budget Parks Projects 572.9200. (See attached minutes from Indialantic Parks, Recreation, and Beautification Committee)

**Recommendation:** Approve the recommendation of the Indialantic Parks, Recreation, and Beautification Committee for the distribution of the net profits from the WW5K, Indialantic Fire Department Volunteers \$200.00, Indialantic Elementary \$100.00, Gemini Elementary \$100.00 and Surfrider Organization \$1,000.00. The remaining \$14,072.43 would be deposited into the budget for Parks Projects 572.9200.

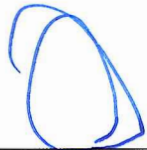
**MOTION:       Approve the recommendations of the Indialantic Parks, Recreation, and Beautification Committee for the distribution of the net profits from the WW5K. Indialantic Fire Department Volunteers \$200.00, Indialantic Elementary \$100.00, Gemini Elementary \$100.00 and Surfrider Organization \$1,000.00. The remaining \$14,072.43 would be deposited in the budget for Parks Projects 572.9200**

Submitted by:

Approved for agenda:

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Rebekah Raddon  
Town Clerk



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Michael L. Casey  
Town Manager

TOWN OF INDIALANTIC  
Brevard County, Florida 32903  
PARKS, RECREATION AND BEAUTIFICATION COMMITTEE  
January 30, 2023                      Council Chambers 8:30 A.M.  
MINUTES

MEMBERS PRESENT

Lisa Esrock, Chairperson  
Cathy Berkman, Vice Chairperson  
Sarah Horschel  
Laura Baughn  
Stacie Miller  
John Heilner

MEMBERS ABSENT

JoAnne Nadeau  
Beata Pezzeminti  
Anne Maguire  
Carol DeLuccia

I. CALL TO ORDER

Chairperson Ms. Esrock called the meeting to order at 8:36 A.M.

II. APPROVAL OF PRIOR MEETING MINUTES

October 26, 2022

Ms. Berkman moved to approve the minutes as presented. Ms. Miller seconded. Motion carried unanimously.

III. TOWN HALL REPORT MR. CASEY AND MR. GERVAIS

No report.

IV. BEAUTIFICATION AWARD

STATUS OF BEAUTIFICATION AWARD SIGN

Ms. Berkman moved to recognize 400 South Palm Avenue, with the Committee's beautification sign. Ms. Esrock seconded the motion and the motion carried unanimously. Ms. Mercer will send a letter to the property owner advising of the Committee's decision. The sign will remain at the current location of 201 Cocoa Avenue, until arrangements have been made to relocate the sign. Nominations for the next location will be brought before the committee at the next scheduled meeting. Ms. Pezzeminti will relocate the sign within a few days of this meeting. Ms. Nadeau and Ms. Pezzeminti will rotate every other month relocating the sign as voted upon.

PENDING NOMINATIONS

1200 South Riverside Drive (Maguire)

*Riverside between Orlando Blvd. and Palmetto Place*

404 South Ramona Avenue (Berkman)

*North West corner of South Ramona Avenue and Ninth Avenue*

1309 South Ramona Avenue (Berkman)

*North East corner of South Ramona Avenue and Deland Avenue*

500 North Palm Avenue (Berkman)

*North West corner of North Palm Avenue and First Avenue*



V. PARKS UPDATE

It was noted that members with specific park concerns should continue to e-mail their concerns directly to Mr. Gervais. jgervais@indialantic.com

PARK ASSIGNMENTS

Changes or assigned parks were made. See below of new changes.

Vincent Benevente Sunset Park- Laura Baughn  
Ernest Kouwen-Hoven Riverside Park- Lisa Esrock  
Douglas Park- Anne Maguire  
Lily Park- Cathy Berkman  
Orlando Park- Beata Pezzeminti  
Indian River Park- all Committee members are encouraged to visit the Park  
Tradewinds Park- JoAnne Nadeau & Stacie Miller  
Sunrise Park- Sarah Horschel  
Dewey Park- Carol DeLuccia  
Gus Carey Park- Carol DeLuccia  
Sea Park- Stacie Miller  
James H. Nance Park, Indialantic Ocean Beach Park (Boardwalk), Wavecrest Park  
Extension, Wavecrest Park- all Committee members are encouraged to visit the Parks

SUNRISE PARK

Ms. Horschel and Mr. Heilner had concerns regarding the park maintenance. Discussion was about replacing the sod with fresh sod or replacing sod with turf. Mr. Gervais advised the committee that sod replacement would roughly be \$20,000 and turf \$100,000. To replace with turf the Town Council would need to approve the change. Sponsorship for the funds will be discussed at later meetings.

VI. RECREATION

VII. OTHER

WITCH WAY 5K- OCTOBER 15, 2022

Ms. Esrock made a motion to donate funds to the four named below from the funds raised in the event. Mr. Heilner seconded. Motion carried unanimously.

Indialantic Fire Department Volunteers \$200.00  
Indialantic Elementary School \$100.00  
Gemini Elementary School \$100.00  
Surfrider Organization \$1,000.00

PICKEL BALL COURT- BERKMAN

Mr. Gervais advised that the court is four feet short for the official court size. It was suggested for Mr. Gervais to add it to the next council agenda and notify the neighbors with the agenda in the surrounding area for their input to attend the council meeting of scheduled date.

ANNUAL TREE LIGHTING- DECEMBER 08, 2022

Mr. Gervais advised the committee that the tree that was purchased four years ago, has been taken down and thrown away. His idea for the coming years is to install a flag pole, and string three layers down to look like a tree.

VIII. ITEMS FOR NEXT MEETING – WEDNESDAY, FEBRUARY 22, 2023 @ 8:30 A.M.  
PICKEL BALL COURT- BERKMAN  
SURFRIDER BUCKETS- ESROCK

IX. ADJOURNMENT

The meeting adjourned at 9:11 A.M.

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Lisa Esrock, Chairperson

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Victoria Mercer, Secretary

**SUBJECT: 5<sup>th</sup> Ave. & Wavecrest Ave. Stormwater Pipe Repair**

**Staff Report – Town of Indialantic**

**Meeting Date: February 8, 2023**

**Summary:**

The storm water pipes at 5<sup>th</sup> Ave. & Wavecrest Ave. are old corrugated metal pipes and have deteriorated and need repairs before pipe failure. We have video inspected the lines and spoke with the Town Engineer and after discussion the best way to perform the repair CIPP lining the existing corrugated metal pipes. We received quotes and the best price was Shenandoah Pipe Inspection & Restoration Specialist. The quote is based upon piggybacking of Shenandoah Construction's Broward College Storm Drain Cleaning, Repairs, and Maintenance RFP-2018-167-EH and the price quote is for \$20,896.35. I am recommending we move forward on this project before the problem worsens and this option is not available. I am recommending allocating these funds from the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), a part of the American Rescue Plan Act (ARPA) funds

**Recommendation:**

Approve the Town Manager to sign contract with Shenandoah Pipe Inspection & Restoration Specialist in the amount \$20,896.35 using funds unallocated from the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), a part of the American Rescue Plan Act (ARPA) funds.

**MOTION:**

**Approve the Town Manager to sign contract with Shenandoah Pipe Inspection & Restoration Specialist in the amount \$20,896.35 using funds unallocated from the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), a part of the American Rescue Plan Act (ARPA) funds.**

Submitted by:

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Rebekah Raddon  
Town Clerk

Approved for agenda:



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Michael L. Casey  
Town Manager

1888 NW 22nd Street  
(772) 202-3260



# SHENANDOAH

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069  
shenandoahus.com

DATE: January 30, 2023  
SUBMITTED TO: Indialantic, City of  
STREET: 216 5th Ave.  
CITY, STATE & ZIP: Indialantic, Florida 32903  
PHONE: (321) 265-2455  
FAX:  
EMAIL: jgervais@indialantic.com  
JOB NAME: Wavecrest Ave 18" CIPP  
ATTENTION: Joe Gervais

PROPOSAL #P28524

We propose to furnish a crew and all necessary equipment to clean, televise, and install 18" CIPP at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

Mobilization	(at \$300.00 Each)	1 Each	\$300.00
Medium Cleaning and Sediment Removal 18"	(at \$1.25 Per L.F.)	197 L.F.	\$246.25
Storm Drain Video Observation 0-48"	(at \$6.00 Per L.F.)	197 L.F.	\$1,182.00
Install 18" CIPP	(at \$97.30 Per L.F.)	197 L.F.	\$19,168.10
<b>Estimated Total:</b>			<b>\$20,896.35</b>

The pricing on this proposal is based off of a piggyback of Shenandoah Construction's Broward College Storm Drain Cleaning, Repairs, and Maintenance RFP-2018-167-EH

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.  
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.  
Louis Voska

TITLE  
Estimator

DATE  
01/30/2023

## ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: \_\_\_\_\_

COMPANY NAME:  
REPRESENTATIVE:

DATE:  
TITLE:

**SUBJECT:      Holiday Lights & FPL**

**Staff Report – Town of Indialantic**

**Meeting Date: February 8, 2023**

**Summary:**

Councilwoman McKnight has requested to have discussion on FPL not allowing Holiday Lights.  
Councilwoman McKnight would like the Town of Indialantic lobbyist Jason Steel to see if he could possibly work with FPL to allow Holiday Lights being attached to FPL poles.

**Recommendation:**

Discussion

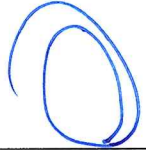
MOTION:

Submitted by:

Approved for agenda:

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Rebekah Raddon  
Town Clerk



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Michael L. Casey  
Town Manager

# TOWN MANAGER'S REPORT

February 8, 2023

## 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 (21/31/23)
- 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) 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)
- c. **Pedestrian Crossing SRA1A:** FDOT adding crossing just north of Watson expected spring of 2022. Also all crossing getting flashing lights in street

# TOWN MANAGER'S REPORT

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)

- 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)
- 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 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

# TOWN MANAGER'S REPORT

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 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 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)

### 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)



## TOWN MANAGER'S REPORT

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 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)

- 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)
2. Town Hall: Public works removed carpets from hallway & conference room damaged from leaking roof. Mold found on drywall and was removed and replaced by public works. Tile has been ordered to replace carpets. Project should take several weeks to complete (11/2/21) Finished with work and tile, removing molding drywall (12/6/21) Police department having quality of air issues along with concerns about carpeting from employees, PO issued to treat A/C unit and getting quotes on removing and replacing carpets (3/2/22) Needs new duct work at PD also no candles (3/7/22) Joe waiting on quotes 1<sup>st</sup> \$22,000 (3/28/22) PO issued and waiting on scheduling from Durham (5/4/22) Durham waiting on duct board on backorder but will be treating vents in next few weeks for mold (5/22/22) Work on PD duct work ongoing and next town hall (7/14/22) PD duct work completed and town hall in the process (8/3/22) All A/C work completed and floors being replaced in PD this month (9/7/22) Floors replaced in PD and all of town hall building partially painted and should be complete next week (10/6/22) Painting of building completed & carpet replaced in chambers, waiting on quotes for door replacement for part of council chambers (11/1/22) Doors ordered for replacement (12/5/22) Door delivery expected in March (1/23/23)
3. Nance Playground Committee: Fundraising is going on and have on hand \$90,000. Committee has event planned for 1/16/22 at Village Market. Finalizing plans and should bring contract to Council soon for playground (11/2/21) Contract signed with and excess of \$190,000 raised. Pre build meeting 2/7/22 with build date of 4/19/22 (2/2/22) Fund raising goal met, public works removed trees and site preparation underway, build date 4/19 to 4/23 (3/2/22) Trees removed and site work has begun (2/28/22) Contract

# TOWN MANAGER'S REPORT

signed for tents and artificial grass (3/15/22) Area prepped and signs ordered(3/29/22) Playground sent delivery date 4/11/22, next playground meeting 4/15 at 10:30 am and team leader meeting 4/18 (4/7/22) Playground built some touchup work and grading is taking place this week. Cement work should begin along with instillation of ground cover, tentative grand opening set for 5/6 or 5/7 (4/25/22) Playground opening and ribbon cutting 5/13/22 (5/4/22) Playground complete but waiting on vendor to correct some issues with turf before final payment is made, we are working with him to resolve (5/27/22) Issue resolved, state approved \$200,000 but waiting on committee to meet 8/5/22 (7/14/22) Committee approved changes to include shade structures now application will be submitted (9/7/22) Told the \$200,000 needed to be spent after July 1,2022 working on resolution to issue (9/20/22) allowed to use previous work from original build will be allowed for county toward contributions working on numbers to submit to FDEP (9/26/22) Submitted budget and timeline to FDEP for approval (10/6/22) FDEP says we should have agreement in next week, council agenda 11/9 meeting to order playground equipment (11/1/22) Ordered equipment and grant approved but need updated paperwork submitted and waiting on title search from PG (12/5/22) Working on submittal of paperwork just received title search to submit (12/6/22) In progress of completing submission by end of week (1/3/23) All paperwork for notice of commencement submitted waiting on response (1/23/23) Spoke to FDEP and they are reviewing to issue notice of commencement (1/31/23)

4. American Rescue Plan Act (ARPA) received first payment from FDEM. Working on stormwater project to be funded from ARPA with town engineer (11/2/21) Final rule for ARPA issued allowed to take up ten million in income loss, on council agenda to approve change do to final rule and simplification of reporting along with firm to assist (3/2/22)Signed agreement with James Morre Accounting for ARPA Reporting and Compliance(3/29/22) Working with firm to make first report due 4/30 (4/7/22) First report submitted last week (4/25/22) second and final payment of ARPA received. (9/7/22) Submitted paper reference audit requirements (10/6/22)
- c. Boardwalk damage from vehicle 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

## TOWN MANAGER'S REPORT

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 project boardwalk (1/3/23) Waiting on council approval for pipe repairs so permanent protection and planters installed (1/31/23)

- 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)
- f. Removing County from lease from Nance & Sunrise Park. Working with county but issues may exist because of state wanting to open to other parties (8/15/22) Sent email to Jason Steele and Commissioner Zonka (8/29/22) Spoke with County Park Director 1/23/23 told her we are not interested because of the chance of losing parks (1/23/23)
- 5. 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)
- g. Hurricane Nicole no damage to town property but a few shingles on town hall. Dune erosion but no crossovers or structures damaged. (12/2/22) No damage or claims to be made to FEMA from this storm.

# TOWN OF INDIALANTIC

## BUILDING REPORT

January-23			
	<u>CURRENT</u>	<u>YTD 22</u>	<u>YTD 21</u>
NO. OF PERMITS ISSUED	42	1040	605
TOTAL PERMIT FEES	\$14,037.89	\$366,557.88	\$173,141.25
TOTAL CONSTRUCTION VALUE	\$1,860,723.52	\$42,574,182.59	\$23,014,432.70
PLAN REVIEW FEES	\$2,850.50	\$60,400.50	\$29,175.50
TOTAL SIGN FEES	\$128.00	\$1,506.80	\$715.00
NO. OF SIGN PERMITS ISSUED	2	18	9
NEW CONVENTIONAL HOMES	1	12	10
NEW MULTI FAMILY HOMES	0	11	8
NEW COMMERCIAL BUILDINGS	0	1	0
MISC. ADDITIONS/ALTERATIONS	3	45	27
CERTIFICATE OF OCCUPANCY	2	23	17
BUILDING CODE INSPECTIONS	70	1804	994

# Permit List

02/01/2023

Permit #	Address	Category	Applicant Nam	Date Issued	Valuation	Amount Billed
PB23-0557	140 6TH AVE	Remodel	C & N Services Inc	01/04/2023	1,400.00	\$79.00
PB23-0556	50 11TH AVE UNIT 203	Replacement	DCC Builders	01/20/2023	19,441.00	\$169.95
PB23-0034	215 5TH AVE	Remodel	JH CONSTRUCTION & FIELD SERV	01/31/2023	250,000.00	\$1799.93
Plan Review Fee						
PB23-0033	105 S RIVERSIDE DR	Permanent	RIVERSIDE PROFESSIONAL CENT	01/31/2023	295.00	\$64.00
PB23-0030	429 EIGHTH AVE	Roofing	BD Roofs	01/31/2023	7,000.00	\$104.00
PB23-0029	300 3RD AVE	HVAC Replaceme	EXTREME AIR & ELECTRIC INC	01/31/2023	7,200.00	\$79.00
PB23-0028	500 PALMETTO PL	New	PENNINGTON, MATTHEW ARON;	01/27/2023	12,000.00	\$129.00
PB23-0027	1010 MAGNOLIA DR	Roofing	ARRUDA ROOFING LLC	01/31/2023	40,100.00	\$278.10
PB23-0026	904 WAVE CREST AVE	Demolition	REYNOLDS GENERAL CONTRACT	01/27/2023	21,000.00	\$175.10
PB23-0023	Douglas Park	Electrical Repair	DURHAM & SONS INC.	01/25/2023	750.00	\$0.00
PB23-0022	904 WAVE CREST AVE	Roofing	EGUARD ROOF & SAFETY SYSTE	01/24/2023	147,500.00	\$779.71
PB23-0021	422 5TH AVE UNIT 422	Permanent	LOUIS M REINHART & BRENDA R	01/25/2023	250.00	\$64.00
PB23-0020	136 11TH AVE	New	SUPERIOR FENCE & RAIL OF BRE	01/24/2023	6,653.52	\$104.00
PB23-0019	1145 N SHANNON AVE	Electrical Remodel	GAULT ELECTRIC LLC	01/20/2023	5,605.00	\$99.00
PB23-0018	211 EIGHTH AVE	Replacement	Ikon Windows and Doors LLC	01/20/2023	26,450.00	\$206.00
PB23-0017	401 N RIVERSIDE PL	New	J PARKER CONTRACTING LLC	01/31/2023	916,408.32	\$5942.07
Plan Review Fee						
PB23-0016	435 3RD AVE	Roofing	Florida Roof Bros LLC	01/19/2023	15,998.00	\$149.35
PB23-0015	402 5TH AVE	Roofing	ADVANCED ROOF TECHNOLOGY I	01/19/2023	13,500.00	\$139.05

PB23-0014	306 TAMPA AVE	Roofing	FLORIDA NATIVE ROOFING INC	01/18/2023	29,980.00	\$221.45
PB23-0013	152 COCOA AVE	Remodel	TODD THOMAS HOME IMPROVEM	01/18/2023	22,000.00	\$270.38
Plan Review Fee						
PB23-0012	411 7TH AVE	Addition	James W Allan Construction Service	01/18/2023	90,000.00	\$935.42
Plan Review Fee						
PB23-0011	340 OAKLAND AVE	New	SECURE FENCE AND RAIL LLC	01/20/2023	12,214.00	\$134.00
PB23-0010	107 9TH AVE	Replacement	SUNSET VIEW CONSTRUCTION	01/19/2023	17,813.30	\$159.65
PB23-0009	410 WATSON DR	Replacement	SUNSET VIEW CONSTRUCTION	01/19/2023	8,737.38	\$114.00
PB23-0008	1101 S SHANNON AVE	Replacement	TROPICAL DOORS INC.	01/19/2023	2,495.00	\$84.00
PB23-0007	437 7TH AVE	Roofing	TOTAL HOME ROOFING	01/17/2023	20,600.00	\$175.10
PB23-0006	600 N RIVERSIDE DR	Replacement	ANTHONY A. BROWN CARPENTR	01/23/2023	15,000.00	\$144.20
PB23-0005	201 TAMPA AVE	Replacement	NUTT, WILLIAM H; NUTT, JANICE A	01/18/2023	8,500.00	\$114.00
PB23-0004	309 S SHANNON AVE	Addition	WATER IN TRANSIT	01/19/2023	28,000.00	\$316.73
Plan Review Fee						
PB23-0003	435 3RD AVE	Replacement	WINDOW WORLD OF CENTRAL FL	01/17/2023	14,932.00	\$144.20
PB23-0002	1314 S Riverside Dr	Roofing	FLORIDA NATIVE ROOFING INC	01/17/2023	61,060.00	\$386.25
PB23-0001	117 1ST AVE	New	SECURE FENCE AND RAIL LLC	01/17/2023	3,200.00	\$89.00
PB22-0555	500 S PALM AVE	Electrical Remodel	Beach Electric Inc.	01/17/2023	3,397.00	\$89.00
PB22-0415	505 ORLANDO BLVD	Replacement	Rite Angle Plumbing Services, LLC	01/27/2023	9,800.00	\$119.00
PB21-0357	315 MIAMI AVE	Replacement	BREVARD WINDOW & DOORS	01/19/2023	21,444.00	\$180.25

Number of Permits 35

Total of Plan Review Fe \$2,850.50

Populatio All Records

Total Construction Valu \$1,860,723.52

Total of Fees Pai \$14,037.89

# Inspection Totals

02/01/2023

1/2

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Air Conditioning	1
Column Pre-pour	1
Columns	1
Driveway	1
Electric Rough	1
Final	18
Final - Electric	3
Final - Mech	5
Final - Roof	6
Final - Sign	1
Footer	1
Framing/ Pre-lath	5
Hydro & Flush	1
Mechanical Rough	1
Miscellaneous	3
Pool - Deck	2
Roof Dry In	5
Roof Nail off	2
Rough - Electrical	1
Rough - Mechanical	2

## Inspection Totals

02/01/2023

2/2

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Rough - Plumbing	5
Sewer Tie In	1
Slab	1
Window and Door Bucks	2

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Total # of Inspections: 70



**Code Enforcement  
January 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>
	<b>Notified Date</b>	<b>CB Date</b>					
411 Fifth Ave	12/15/2022	01/17/23				cancelled	business owner complied
<b>Zone 1</b>	<b>North of Fifth Avenue/Westside</b>						
N. Riverside Dr/Fifth Ave	Mobile Signs	1/6/2022		Section 113-303(2)a	snipe signs	removed	
<b>Zone 2</b>	<b>North of Fifth Avenue/Eastside</b>						
326 Oakland Ave	Landscaping	11/15/2022		Sec 103-286(a)	ROW	in-process	JG & MC observed H/O had landscaping timbers, crushed coquina and mulch within 5 feet of edge of pavement, letter sent 11/16/2022. 1/6/23 still in violation JG & MC , second notice sent 1/9/2023. 01/17/2023 H/O spoke with JG and went over a landscaping plan, H/O will prepare and submit plan to JG for final approval
<b>Zone 3</b>	<b>South of Fifth Avenue/Westside</b>						
S Riverside/Fifth Ave	Mobile Signs	1/6/2022		Section 113-303(2)a	snipe signs	removed	
411 Fifth Ave	Signs authorized in various zones	10/11/2022	Post biz with notice to appear	Sec 113-305	window sign	complied	a window sign was put up with no approved building permit application, possible violation of percentage of window covered, letter sent 10/11/2022 to owner and tenant. MC and CS observed 11/02/22- window and door signs still on the business. 10/25/22 CS returned permit application and informed the business that the sign application was denied and needs to be resubmitted with the required changes. The current window and door signage does not meet the requirements of the code. certified letter sent to owner and tenant 11/3/22. Door sign still on and no permit has been issued 11/15/2022. CS & MC spoke to store rep advising that proper sign permits have not been obtained, she advised she would inform the owner. Final notice sent certified, RR, 1st class 12/01/22. 12/14/2022 Spoke with rep to the business advsing them they are in viol of code and need to submit completed sign app immediately. 12/15/2022 CS & MC served shop hand delivered a Notice of Hearing to the occupant at 411 Fifth Ave, first class and Certified letter were sent to propertyowner. 12/21/2022 sign permit applied for and issued, CS advised tenant and P/O the pewrmit must be approved and finalized by 1/17/2023 to avoid meeting, final inspection approved 01/03/2023
411 Fifth Ave	Signs	1/17/2023		Sec 113-303	banner	complied	business is putting a banner in the ROW after 5pm. IPD#3 spoke with Christina Martin and had sign removed
333 Fifth Ave	Trash Container Areas	11/3/2022		Sec 103-283	dumpster screen/enclosure	complied	The town recv'd a walkin comp reg the dumpster area at BOA, compl stated the enclosure door is broken and left open and the dumpster area contains junk and filth. Letter sent to the business 11/15/2022. MC & JG observed dumpster in compliance. 12/06/22 comp came in to Town Hall complaining again about the dumpster and said he felt it was still in violation.
417 Fifth Ave	obsolete signs	11/3/2022	1/13/2022	Sec 113-303	OOB	in-process	FD reported that Beachside Physical Therapy is not longer at the address but the monument sign is still there. Letter sent 11/16/22. 12/13/2022 Spoke to realator, said new tenant will be using sign will be replaced or covered within 30 day extension.
407 Fifth Ave	Signs	1/5/2023		Sec 113-303	sandwich board	complied	business was issued a temp approval for a banner/sign request expiring 11/14/2022, business has continued to put sign out. Message left for Irene the business owner advising her sign permit was expired and she needed to immediately stop placing sign out. JG spoke with shop attendant 1/10/2023 and asked to them to remove the sign immediately.
333 Fifth Ave	obsolete signs	1/6/2023		Sec. 113-303	OOB		Space Coast Architechts sign still on building, CN sent 1/9/23
S. Riverside Dr/Fifth Ave	Mobile Signs	1/6/2022		Section 113-303(2)a	snipe signs	removed	
407 Fifth Ave	Signs	1/21/2022		Sec 113-303	sandwich board	complied	sandwich board was out by the road on the sidewalk and ROW, PW/PD was sent to the business to remove the sign when he pulled up the business owner immediately removed the sign and put it in front of business, letter sent 01/23/2023
<b>Zone 4</b>	<b>South of Fifth Avenue/Eastside</b>						
245 Deland Ave	RV parking, storage	11/4/2022		Sec 113.236(b)(3)	boat in driveway	complied	walk-in comp, 11/15/2022 JG & MC observed a boat on the driveway letter sent. Second notice sent 12/02/22
513 S Shannon Ave	RV parking, storage	11/15/2022		Sec 113.236		complied	trailer in driveway, letter sent 11/16/22
201 Deland Ave	Dead Tree	11/15/2022		Sec 103.286	Dead tree	complied	JG & MC observed a dead palm tree in the front yard, letter sent 11/16/2022

**Code Enforcement  
January 2023**

						neighbor complained re his "pig" neighbor and his fence being broken and keeps falling over onto his side of the yard damaging his bushes and fence pieces in the street. 11/22/22 letter sent for fence. Pworks moved items off storm drain. 12/12/2022 JG & MC observed fence still leaning, second notice sent. 12/15/2022 CS spoke to owner and owner is having issues with getting a fence company to come out due to the storm, CS extended time to January 31st to comply. 12/27/2022 compl Michelson complained that the fence is still not repaired.
115 Tradewinds Ter	Fence	11/22/2022	Sec 103-289	broken fence .	in-process	1/6/23 JG & MC, boat in driveway, 01/09/23 Courtesy Notice
109 Tradewinds Ter	RV parking, storage	1/6/2023	Sec 113.236(b)(3)	boat in driveway		email compl received by townhall regarding construction trailer blocking stop sign, TOT PD CFS 2712
300 Eighth Ave	RV parking, storage	1/30/2023	Sec 113.236(b)(3)	trailer in ROW	complied	trailer parked in the lawn on the north side of the driveway, letter sent 12/12/2022. JG & MC 01/06/2023 observed trailer still parked. Second Notice sent 01/09/2023
118 Tradewinds Ter	RV parking, storage	12/12/2022	Sec 113.236(b)(3)	trailer in yard		comp email TC regarding the disrepair on the exterior of the building of the businesses. The building was damaged by an electrical event during a hurricane. CS spoke to the building owner who advised the electrical repairs have been completed and the building has been made safe, the owner has been working with insurance company and is trying to find a contractor to repair the damage.
109 Fifth Ave	Building Exterior	12/21/2022	Sec 103-285	paint	in-process	
<b>Zone 5</b>	<b>SR500</b>					
<b>Zone 6</b>	<b>Miramar &amp; Wave Crest</b>					
101 S Miramar Ave	Fences and Walls	10/11/2022	Sec 103-289	broken fence/yard waste	complied	large sections of fencing is down around the back lot. The manager, Trish was notified by email on 10/11/2022. 10/12/2022 Trish emailed a response stating that they had an insurance adjuster out and are waiting to receive a notification from the insurance company before removing the fencing. Tris advised the fencing down on Wendy's parking lot has been removed 10/14/2022. 10/21/22 JG and MC saw fence down biking sidewalk on east and north side, an email was sent to the manager. 10/21/22 MGR responded and said they put the fence back up and removed it off of the sidewalks, they are in contact with several companies to get the fence replaced. 11/15/2022 mgr was emailed regarding the fence being down again. 12/19/2022 Manager emailed and said the fence was put back up.
700 Wave Crest Ave Unit 103	LBTR	12/7/2022	Sec 113-235	Home Occupation	complied	CS & MC spoke to business owner Kathleen Minear regarding her advertisement on her website advertising visiting company at 700 Wave Crest Ave as well as providing directions for both Orlando and Melbourne airport. Minear advised she would have the information removed immediately and she has an at home office only, no customers come to the residence/business. The town rec'd an anon letter regarding the business not being a home occupation. 12/19/2022 H/O removed directions from airport but the Visit us @ address portion is still online, CS spoke to Minear and she advised she will get it removed. All references to the address were removed from the website. there are no indications that the business is operating as anything except a home office.
878 N Miramar Ave	Signs	1/6/2023	Sec 113-303(2)a	banner		properly owner emailed and will contact business to have the sign removed. 01/09/23 notice sent to B/O & P/O
101 S Miramar Ave	Mobile Signs	1/6/2022	Section 113-303(2)a	snipe signs	removed	
900 S Miramar Ave	Fences and walls	1/6/2023	Sec 103-289	broken fence		01/06/2023 email compl from neighbor regarding condition of the fence (photos emailed). JG & MC observed portions of the north end of the fence down. 01/09/2023 courtesy notice sent
100 N Miramar Ave	Building Exterior	0/23/2023	Sec 103-285	disrepair		email compl regarding the cracked stucco, faded chipped paint and general disrepair of CVS bldg. C Stokes confirmed the violation. Certified letter sent 01/30/2023

Note: Police and Fire monthly reports  
will be available Feb. 8, 2023 at Town  
Hall.