

Agenda
Town of Indialantic
Regular Meeting of the Town Council
Council Chamber, 216 Fifth Avenue, Indialantic, FL 32903
Wednesday, April 12, 2023, at 6:00 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:

- a) Indialantic Police Department (Chief Connor)
- b) Economic Development Commission: Mission Space Coast (Angela Neal)
- c) IT Update (Dominic Hamilton, Tom Bradford)
- d) Security Breach (McDonald Hopkins) 7:30 p.m. – 8:00 p.m.

4. Public Comments, Non-Agenda Items:

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

5. Public Announcements:

- There are openings on the following boards and committees:
Board of Adjustment; Budget and Finance; Civil Service; Code Enforcement; Sustainable Community and Resiliency Committee; and Pension Board – General Employees

B. Consent Agenda:

1. Approve town council special meeting minutes Feb. 16, 2023
2. Approve town council regular meeting minutes March 8, 2023
3. Approve/designate Garden Club By The Sea special event with sound amplification at Nance Park March 3, 2024
4. Approve police vehicle purchase
5. Approve surplus and auction of 2006 F150 public works vehicle, tractor, and tractor accessories
6. Approve the following board and committee appointments/reappointments:
 - a) Board of Adjustment – Reappoint Eileen Mullen

- b) Budget and Finance – Reappoint Bruce Bogert
- c) Code Enforcement Board – Reappoint Brett Miller
- d) Heritage – Reappoint Annette Joyner; reappoint Jenifer Marx
- e) Parks, Recreation, and Beautification – Reappoint John Heilner
- f) Zoning and Planning Board – Reappoint Jeanne Allen; reappoint Alan King

C. Ordinances and Public Hearings:

- 1. Ordinance 2023-02, First Reading/Public Hearing, *relating to non-interference of town administrative matters:*

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO TOWN ADMINISTRATION; MAKING FINDINGS; PROVIDING A NEW SECTION 2-41 TO THE TOWN CODE OF ORDINANCES; PROVIDING THAT MEMBERS OF THE TOWN COUNCIL SHALL NOT INTERFERE IN TOWN ADMINISTRATIVE MATTERS; PROVIDING FOR SEVERABILITY/ INTERPRETATION; AND PROVIDING AN EFFECTIVE DATE.

D. New Business:

- 1. Backyard chickens (McDermott, Strand)
- 2. MelBoom 2023 Sponsorship (Casey)

E. Unfinished Business:

- 1. Resolution 05-2023 Joint Partnership Agreement for Fifth Avenue Median Landscaping (Casey, Susan Hall)
- 2. Agreement with Computer Experts for IT Management Services (Casey, Mark Mageau)
- 3. Resolution 03-2023 Adopting a Procurement Policy (Wright)
- 4. Resolution 04-2023 relating to Identity Theft Protection for Affected Parties (Strand)
- 5. Data Breach Forensics Report and Legal Response (Strand)

F. Administrative Reports:

- 1. Town Attorney
- 2. Town Manager

G. Council Reports:

H. Staff Reports:

I. Adjournment:

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

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WHAT IS COMMUNITY BRANDING?



THE PROCESS



- **Phase I – Internal Brevard**
 - Step 1 – Community Conversations
 - Step 2 – Focus Groups
 - Step 3 – Internal Brevard Broad Survey
- **Phase II – External Brevard**
 - Step 4 – External Focus Groups
 - Step 5 – External Brevard Broad Survey
- **Phase III**
 - Step 6 – Brand Visualization & Design
 - Step 7 – Brand Launch

GET INVOLVED



Postcards



Popup Focus Groups



Photo Contest



Communication



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Presentation: IT UPDATE

Representatives from West Melbourne and Indian Harbour Beach evaluated the town's IT system. Below are comments from Dominic Hamilton, Indian Harbour Beach's Director of Information Technology:

Thank you for having me out last week and valuing my feedback on your IT systems. If you'd like a more "report" type document for records let me know. I am going to outline what we discussed and some of the high priority items.

There were some audit limitations due to you having a vendor there configuring the server. So, permissions, folder structure, and end point control were not evaluated. The below are not in any order of importance, but all are at the highest level of importance in my opinion.

1. Firewall management. The Brevard County Sheriff's Office managed/manages the firewall. The Town of Indianlantic appeared to have no record of updates, backup of configurations, or even on-site access to the device. This issue appears to be in the process of configuring and replacing with Computer Experts. I highly recommend copies of your configuration, and at least one local admin be trained on accessing the firewall.
2. Email. Indianlantic currently uses a domain registrar for email services with no security or structured management (exchange server or other mail provider), as well as a .com domain. Under the assumption both cyber-attacks were deployed via email, this would be my #1 priority. A .gov is free , and should be incorporated, or at the very least a .org. I'd then find an email solution (office365 exchange is what the City of Indian Harbour Beach uses). I believe, after discussion, computer experts will provide this migration as well. Next, I'd recommend a 3rd party email security solution (barracuda, or whatever, there's tons of them).
 - a. Mr. Bradford and I informed the town manager of several free utilities provided to government agencies. MSISAC, DHS, being the primary. Signing up for these services should be high priority as they provide several tools enhancing the security of the town. During our conversation, Mr. Bradford and I offered assistance setting up these services.
 - b. I'd also recommend user education training. At our city, phishing attempt notifications are sent out regularly. Users are reminded of methods and we receive inquiries on email validity daily.
 - c. Migrate website to your new domain.
3. Maintenance, Patching, administration. During my visit, Computer Experts was at the town and limited any feedback I'd have on internal systems. I would like to stress the importance of the details in the agreement with Computer Experts though. It would benefit the town to have as much detail as possible with the services provided. Maintenance schedules, security audits, block time for updates, and communication regarding services provided (audit logs for FDLE, etc.). From conversations with Mr. Casey, a new server is in the process of being ordered. I would recommend re-configuring permissions (remove local admins if possible) , auditing all folder permissions , and a deep dive into active directory.

A majority of threats come through email, and without any background information, but some suspicions, some additional recommendations to consider. Geolocation services (blocking countries), web content filtering services, and any additional threat services provided with your firewall vendor. I'd also like to add on that user education would be a major step in future prevention. The major security issues are outlined above, but I'd like to put emphasis on getting the domain and email issues squared away as soon as possible.

On a side note, use caution with all these changes so that you do not overcomplicate your environment. It's easy to think you'll need everything, but the above changes are the start I'd recommend without spending an unreasonable amount. Another example would be office365, changing passwords is not something that would require a ticket to Computer Experts. Adding users, and managing the email accounts can relieve additional costs if done internally.

If you'd like any additional documentation to assist with your changes let me know. I can provide services we use, firewall models, backup server services, email training, etc.

Thank you,

Dominic Hamilton

Certified Government Chief Information Officer.
Director Information Technology
City of Indian Harbour Beach
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Indian Harbour Beach FL 32937
321-773-3181
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Meeting Minutes
Town of Indialantic
Special Meeting of the Town Council
Council Chamber, 216 Fifth Avenue, Indialantic, FL 32903
Thursday, February 16, 2023, at 5:30 p.m.

A. Call to Order:

A special meeting of the Indialantic Town Council was called to order by Mayor McDermott at 5:32 p.m. with the following members present:

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

Also attending:

Michael Casey, Town Manager
Paul Gougelman, Town Attorney
Rebekah Raddon, Town Clerk
Joe Gervais, Public Works Director
Michael Connor, Chief of Police
Sgt. Dovel, Police Dept.

1. Pledge of Allegiance was led by Mayor McDermott
2. Changes to Agenda: Mayor McDermott added discussion regarding the Fifth Avenue median landscaping.

B. Agenda items:

Fifth Avenue Median Landscaping:

Susan Hall, 244 McLeod Street, Merritt Island, landscape architect of record for this project, introduced herself. She advised that the landscaping plans have been approved by FDOT but the town had questions and wanted to review the plans again prior to going out to bid. She advised there is a tight timeframe as deadlines are approaching. The project is scheduled to go out to bid on Tuesday and the contract needs to be awarded by June 30 or the grant will be forfeited.

She wanted to go on the record that she will support whatever the town wants, and she wants the town to be happy. She also noted for the record that due to FDOT processes and response times being so slow, she doesn't believe there is adequate time to make design changes, get FDOT approval, go out to bid and award the contract by the June 30 deadline.

She provided a history of the project, which began in 2018. Medjool Date Palms were chosen at the first meeting, after which FDOT strongly discouraged them due to prevalent lethal bronzing disease. Council then opted to go with the Royal Palm, which FDOT denied due to the tree's large root ball. At the last council meeting where landscaping was discussed, council approved the Foxtail Palm. She noted that there will be a total of ten palms, spaced 135' apart in accordance with FDOT regulations. Foxtail palms are not susceptible to lethal bronzing and large ones 25-30 ft. tall can be planted. Shrubs will be no higher than 18". She advised that Medjools can be inoculated to prevent disease but there would be a significant expense to remove and replace the tree if it dies.

To date, FDOT has not provided a response to the town's question regarding leaving the existing Washingtonian Palms in place. Ms. Hall noted that FDOT could come back and say the Washingtonian Palms are interfering with the safety of the crosswalk and demand they be removed. She referenced a fatal accident on SR 405 which occurred due to landscaping blocking visibility in the median. Safety and visibility trump everything else with FDOT.

The current landscaping is not in compliance with FDOT standards. There was discussion regarding leaving things "as is" and what liability the town would have in doing so. In summary, Town Attorney Gougelman advised that maintenance, and duty of care to maintain safe conditions, can be a liability issue. Compliance issues can lead to substantial damages awarded against the town. FDOT standards can change from time to time and the town will need to pay for any changes to remain in compliance.

Councilmember McKnight advised that the Parks, Recreation, and Beautification committee spent a lot of time on the project and council should take this decision under careful consideration. She has received feedback that the ten Foxtail palms will look insignificant compared to the number of trees that are currently in the median. She loves the Washingtonian palms but the risk of doing nothing and later having to remove them is too high. She recommended moving forward with Medjool Date Palms, even with the added expense and risk of disease. The money allocated for holiday lights could be spent on the median instead.

Councilmember Strand spoke in favor of adding electrical to the plans as discussed in 2022. Councilmember McKnight concurred that in a previous meeting, council reached consensus to put electricity in the median, and she too would like to see that happen.

Town Manager Casey noted the Medjools are significantly more expensive than the Foxtail Palms and cost more to maintain as Foxtails are self-cleaning. Regarding adding electrical, additional funds were budgeted due to rising cost, but the higher cost of Medjools may use up those funds.

Public Comments:

Jim Vaidic, 110 Melbourne Avenue, suggested rolling the dice and keeping the existing trees. Why spend the money if compliance rules are always changing? In addition, the plans don't appear compliant as the shrubs are taller than 18 inches.

Lisa Esrock, 38 S. Riverside Drive, a Parks, Recreation, and Beautiful Committee member, advised that the committee has worked hard to maintain compliance and raise money for the median for years. It's the front door of the town and it should look nice. A great deal of thought and effort have gone into it and it is disrespectful to the donors to throw it all away. Credibility will be questioned going forward. She spoke in favor of Medjools, and advised that the town should do something rather than nothing.

Greg Harrigan, 120 Orlando Blvd., advised that in studying Fifth Avenue he has learned that there are not many opportunities to make a difference, but this is an opportunity and it should be done right. We should find the money to put in electrical. He recommended Medjools over the Foxtails, as the latter tend to get beat up by storms.

Linda Beeman, 217 Sixth Avenue, was surprised that the town is in favor of choosing a high-risk palm [Medjool] that requires extensive maintenance. With a limited budget, why put more pressure on the town?

Ms. Hall answered additional questions about the inoculation of Medjools, noting that they have excellent results.

Simon Kemp, 211 Eighth Avenue, advised that much time and effort has been put into this project and he too is concerned that the Foxtails won't achieve the desired effect. He feels the Medjools may not be the answer either due to the high cost and intensive maintenance requirements. He would like to see the money spent on adding electrical. The existing trees are nice and look classy while driving over the causeway, but the shrubs are unsightly and a safety hazard and should be removed.

Jim Vaidic, 110 Melbourne Avenue, spoke regarding maintenance requirements of fast-growing shrubs.

Further discussion ensued regarding design speed, crash data, and the option of taking no action, or just removing shrubs.

Public Comments:

Brett Miller, 220 Cocoa Avenue, feels that having only ten Foxtails will look very sparse and they won't hold up well in a storm. He is in favor of Medjools as they can be inoculated against disease and they look good. He advised that with sovereign immunity, liability is not as big of an issue as it seems and pointed out that vehicles could crash into power poles or any other object.

Ruth Klose, 223 Sixth Avenue, asked several questions and commented that she liked seeing the Washingtonian palms from her balcony. She is concerned that we don't have a definite answer from FDOT regarding whether or not the existing palms must be removed, as this is a \$400,000 project. She noted that the maintenance of the landscaping is poor.

Cathy Berkman, 225 Eighth Avenue, long-time Parks, Recreation, and Beautification Committee member, recommended Medjools as that was the original tree chosen by the committee.

Simon Kemp, 211 Eighth Avenue, spoke regarding the code which requires 75% native plants for commercial and multi-family projects. He is concerned that the plans may not be compliant.

Greg Harrigan, 120 Orlando Blvd., inquired if we want the town to look nicer. He noted that several people are worried about maintenance. He asked and received confirmation from the public works director that it will be maintained.

Mr. Casey advised that the planting will be done in the next fiscal year and the maintenance costs can be budgeted.

Discussion was held regarding what motion needed to be made. Town Attorney Gougelman advised that council should approve the JPA to move forward with the project, and make a separate motion asking the town manager and landscape architect to approach FDOT with the requested changes.

Motion by Councilmember Strand, seconded by Councilmember McKnight to adopt Resolution 02-2023: Joint Participation Agreement with FDOT for Landscaping and Irrigation Improvements at SR 500/US 192.

Councilmember Strand reiterated that his motion includes the language changes made by Mr. Gougelman. He expressed frustration that FDOT wasn't present for this meeting. Mr. Casey advised that this was a last minute request.

Ms. Hall spoke regarding bidding Medjools as an alternate, as no answer has been provided yet by FDOT regarding changing the plans and it may be too late.

Motion carried unanimously, 5-0.

Motion by Councilmember McKnight, seconded by Mayor McDermott to have the town manager find money for lighting in the median and Medjool Date Palms.

Dave Berkman, 225 Eighth Avenue, commented that if the town is asking to change the plans to include electricity and switch the trees to Medjools, we should also ask if keeping the Washingtonian Palms is an option.

Councilmember McKnight amended her motion to the following:

- 1. Have the town manager find money to install lighting/power/electrical in the median;**
- 2. Switch the trees to Medjool Date Palm; and**
- 3. Inquire if the Washingtonian Palms can be kept in the median.**

Deputy Mayor Glass seconded the amended motion, which carried unanimously 4-0.

Approve Addendum #1 to Brevard County Seasonal Lifeguard Agreement:

Motion by Deputy Mayor Glass, seconded by Councilmember Strand, and vote unanimous to approve Addendum #1 to the Brevard County Seasonal Lifeguard Agreement. Motion carried 4-0.

Approve Storm Water Pipe repair at Fifth Ave. and Wavecrest Avenue:

Motion by Councilmember McKnight, seconded by Mayor McDermott to authorize the Town Manager to sign a contract for storm water pipe repairs at Fifth Avenue and Wave Crest Avenue.

Scott Glaubitz, BS&E, town engineer, introduced himself and spoke regarding the project. After reviewing the video, he determined that the structural integrity of the pipe is poor due to extensive rust, roots, and holes. Lining the pipe is an economic solution that buys time, but he feels it would be a waste of money in this case. He recommended replacing the pipe which would involve removing the row of sea grapes, or, the town could replace and relocate the pipe into the parking lot. He advised that reinforced concrete pipes can last 75-100 years, and high density polyethylene (HDPE) can also last that long and the costs are similar. The downside to HDPE pipes is that they can be damaged by digging when utility cables are being installed, but that's not likely to be an issue on Wave Crest. The town may want to bid both to see which option is least expensive.

Regarding the boardwalk on Wave Crest, he advised that a lot of money is spent on maintenance and the town may want to consider modernizing it. Shortening the boardwalk

into a meandering, non-elevated path made of different materials is an option that would require much less maintenance. Mr. Glaubitz suggested allowing him to work with an urban planner and the town manager to develop a concept for the boardwalk.

Discussion ensued regarding the stormwater pipe, the boardwalk, and potential funding.

Town Manager Casey advised that the council does not need to approve either the replacement or slip lining of the pipe tonight; rather, he would like authorization to move forward with developing short and long term plans.

[Drafter's note: No vote was taken on the motion.]

Town Attorney Gougelman suggested authorizing the manager to work with the Public Works Director and Scott Glaubitz for stormwater repairs, and an urban planner for the boardwalk. Mr. Glaubitz suggested authorization be given to the manager to choose an urban planner without additional approval from council due to the critical timeframe of the pipe repairs.

Motion by Mayor McDermott, seconded by Councilmember Strand to authorize the town manager to work with Mr. Glaubitz and the Public Works Director to address urgent drainage issues, and an urban planner if needed for vision casting at the boardwalk.

Public comments:

Greg Harrigan, 120 Orlando Blvd., spoke regarding his experiences with cast iron piping in his home, and advised the council to consider implementing stop gap measures to avoid the potential for expensive emergency repairs.

Joe Gervais, Public Works Director, spoke in favor of slip lining the pipe. He advised that the host pipe can deteriorate completely and the slip liner becomes the pipe. He has done many slip lining projects in his 19 years of managing stormwater drainage systems and has never had an issue.

Further discussion ensued regarding slip lining versus replacing the pipe.

Public Comments:

Greg Harrigan, 120 Orlando Blvd., spoke in favor of fixing both the pipe and boardwalk at the same time and offered to help with the project.

The motion carried unanimously, 4-0.

Councilmember McKnight asked for the police and fire departments to have the opportunity to speak at council meetings similar to how councilmembers speak under *Council Reports*. It

was the consensus of the council to have department heads speak if they have something they would like to share.

Mr. Casey advised that department heads are always welcome to speak at council meetings.

C. Adjournment:

There being no further discussion, the meeting was adjourned at 7:26 p.m.

Attested by:

Mark McDermott, Mayor

Rebekah Raddon, CMC, Town Clerk

DRAFT

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

A. Call to Order:

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

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

Also attending:

Michael Casey, Town Manager
Paul Gougelman, Town Attorney
Rebekah Raddon, Town Clerk
Michael Connor, Chief of Police
Sgt. Weber, Police Dept.

1. Pledge of Allegiance was led by Mayor McDermott.
2. Changes to Agenda – None.
3. Presentations:
The Indialantic Parks, Recreation, and Beautification Committee presented a check to a representative of the Surfrider Foundation.
4. Public Comments, Non-Agenda Items:

Mark Blanchard, 1281 Stephanie Court, requested 30 minutes of the Public Works department's time to discuss compost and turf grass products. Mr. Blanchard works with several other local agencies. Town Manager Casey provided his contact information.

Helene Skarda, 444 Tenth Avenue, spoke regarding an issue she is having with a neighbor who parks his vehicle in the street, blocking the road. She advised that delivery vehicles are having trouble navigating the street. In addition, trashcans are being left in the street and bushes are growing into the street. Brief discussion ensued; Ms. Skarda was advised to call

the police department when parking violations occur and public works will address overgrown bushes.

5. Mayor McDermott read the following Public Announcements:

- There are openings on the following boards and committees:
Board of Adjustment; Budget and Finance; Civil Service; Code Enforcement; Sustainable Community and Resiliency Committee; and Pension Board – General Employees
- The annual Easter egg hunt will be held on Saturday, April 1st at 9:00 am in Orlando Park

B. Consent Agenda:

1. Approve town council meeting minutes Feb. 8, 2023
2. Approve/designate Pineappleman Triathlon Special Event on Sunday, June 4, 2023, 7am-11am
3. Approve/designate Turtle Krawl 5k Special Event and request FDOT to allow road closure on SR A1A, September 9, 2023, 7:30am – 11am
4. Approve the following Appointments/Reappointments:
 - a) Board of Adjustment – Appoint Guy Newman

Motion by Councilmember McKnight, seconded by Deputy Mayor Glass, and vote unanimous to approve the consent agenda. Motion carried 5-0.

Councilmember Strand noted there were two names misspelled in the council minutes; Town Clerk Raddon advised she would correct them.

C. Ordinances and Public Hearings:

1. Ordinance 2023-01, Second Reading/Final 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.

Town Attorney Gougelman read the ordinance title.

Motion by Councilmember Wright, seconded by Councilmember Strand to adopt Ord. 2023-01 on second reading.

There were no public comments.

Motion carried unanimously, 5-0.

D. Unfinished Business:

1. Fifth Avenue Median Landscaping update

Susan Hall, 244 McLeod St., Merritt Island, Landscape Architect for the project, spoke. She advised that the memo in the agenda packet provides details regarding the variance request submitted to FDOT on March 1st. If FDOT approves keeping the Washingtonian Palms in the median (“Option A”), the town will need to resubmit the plans to FDOT. If FDOT denies the request to keep the Washingtonian Palms in place, the following options remain:

Option B – Propose Foxtail Palms

Option C – Propose Medjool Palms

Option D – Walk away from grant funds

Ms. Hall anticipates receiving an answer from FDOT by March 30. Discussion ensued; Mayor McDermott advised that ultimately, the decision regarding trees will be made at the April 12 meeting. He asked to table this discussion until that date.

E. New Business:

1. Fifth Avenue Study Committee dissolution:

Motion by Mayor McDermott, seconded by Councilmember McKnight to dissolve the Fifth Avenue Study Committee.

Deputy Mayor Glass asked for the committee’s work to be preserved. Mayor McDermott advised it was difficult for the committee to get a quorum and the sunshine law impeded the committee’s progress. A private, non-profit entity may be better suited for the task.

Motion carried unanimously, 5-0.

2. Purchasing Policy

Councilmember Wright provided an overview of the policy and asked for feedback; lengthy discussion ensued.

Deputy Mayor Glass suggested that an urgency clause or statement be added that would address urgent matters such as a damaged fire truck or a road collapse.

Mr. Gougelman suggested adding a provision that prohibits dividing contracts to circumvent the threshold limits.

Councilmember McKnight advised that the Flock cameras cost was lower than the \$20,000 threshold in the policy. She inquired if there were other items that need to be taken into consideration. Councilmember Wright advised that procurement and surveillance are being addressed by separate policies, and the Town's code requires binding contracts to be approved by the council.

Councilmember Strand inquired if the policy covers donations which do not appear in the budget. Councilmember Wright advised that regarding donations, the policy is silent and the source of funding is not specified. His intent is that any expenditure, regardless of the source, will be covered by the policy and the thresholds will apply. This is how many other municipalities handle procurement.

Councilmember Strand would like to see language added that addresses donations of equipment and nonmonetary items. He will not support a policy that allows donation of a good, or a solicitation of something that can be considered a donation, without council's knowledge. For example, an item could be donated that the town may want to review and approve or disapprove before acceptance, such as an armored police vehicle.

Mr. Gougelman advised donations could be handled by a separate policy at council's discretion. He described an in-kind contribution that the town might not want, which could result in costly disposal fees.

Further discussion ensued. Town Manager Casey advised that he could provide a regular monthly report to the council.

Discussion was held regarding adopting a policy, resolution, or an ordinance. Ms. Raddon advised that resolutions and policies can be uploaded to the Municode site which hosts the town's code and is searchable. In response to several questions, Mr. Gougelman advised that he tends to favor ordinances over resolutions as they are easier to find than resolutions, although resolutions typically are used for administrative items. Regarding enforceability, unlike resolutions, violating an ordinance can be punishable by fines and jail time.

Public Comments:

Brett Miller, 220 Cocoa Avenue, described the policy as simply a guide; if it's not adhered to, it doesn't matter. Under Purposes and Applicability, in paragraph 3, the town budget should apply to all of these, and in paragraph 5, the term 'emergency circumstances' needs to be defined to a term, and the term 'urgent' is subjective and should be used cautiously. He suggested starting with a policy to see how it works, and consider adopting an ordinance to make it easier to find the information, in particular with regard to contracts. Resolutions could be posted to the website.

Mayor McDermott advised that discussion on this topic will continue next month.

3. General Surveillance Policy

Councilmember Wright read excerpts from the surveillance policy draft; in summary, he advised that the town manager shall be required to request town council approval for any new generalized surveillance capabilities prior to installation, and shall be required to get approval for any renewal, replacement, or expansion of existing capabilities.

Mr. Casey advised that security systems layout and video are exempt from public record by state statute.

Police Chief Connor advised that US Supreme Court recognizes that law enforcement can use surreptitious means to gather intel, use informants, use undercover officers, etc. He is concerned that this policy could require council approval before using an informant, purchasing binoculars, etc. He handed out copies of Florida Statute 119.071 (2) (d) noting that it states that any information revealing surveillance techniques that law enforcement uses are exempt from public record. This town surveillance policy is in response to the automated license plate readers (ALPRs), and he is not happy with the way it was handled. His intent was never to deceive or hide anything, and the decision to not bring the contract to council was not his to make. He distributed copies of an email he sent to the town manager regarding review of the Flock Safety contract. As the chief law enforcement official, his job is to keep residents and visitors safe, and that was his intent when implementing the technology. He urged the council to be cautious in curtailing surveillance.

Lengthy discussion ensued. Town attorney Gougelman advised that regulation of surveillance may be more suited for a higher level of government, but that is council's discretion.

Councilmember McKnight advised that transparency is important and the public should be made aware of and have the opportunity to provide feedback on items such as ALPRs. If it is not addressed by a policy, how can this be prevented from happening again? She noted that Flock Safety's advertising material mentions transparency and council approval.

Deputy Mayor Glass feels that this is a police matter and he trusts the police department in handling it.

Councilmember Strand advised that while the records may not be public, cities are not preempted from writing policies regarding surveillance. He spoke at length regarding Community Control Over Police Surveillance (CCOPS) guidelines for surveillance, as well as CCOPS Model Legislation, and urge councilmembers to review them.

Mr. Gougelman spoke at length regarding public records and reiterated the exemption for surveillance techniques. He cautioned that speaking publicly or writing about surveillance techniques is treading in dangerous waters and can be helpful to criminals.

There was further lengthy debate and discussion.

Public Comments:

Loren Goldfarb, 320 Deland Avenue, advised that the purchase of systems is the issue, not public records. You don't legislate based on who sits in an office today; the decision should be made regarding the office itself as you don't know who will sit in that office in the future. He feels there is a big difference in buying surveillance systems and using surveillance as part of an active investigation. The town and its elected officials don't need to know about surveillance in an active investigation, but general surveillance systems as a preventative measure should be discussed openly.

Brianne [last name unintelligible], 1145 N. Shannon Avenue, advised that it is important that these items are presented, discussed publicly, and voted on by the elected officials to avoid creating an adversarial feeling between townspeople and law enforcement, which destroys communities.

It was noted this item will be discussed again next month.

4. Data Breach of employee/elected officials' personally identifiable information
5. Status of data systems for police dispatch, patrol cars, and communications
6. CJIS audit compliance for Indialantic police systems April 12, 2022
7. Statement of work and recommendations for IT systems audit

Agenda items 4 through 7 were discussed together. In summary, Mr. Casey advised what actions are being taken to restore town systems and resolve the breach. Councilmember Strand spoke in favor of providing credit monitoring and counseling to affected employees. Chief Connor outlined the actions he took after the breach to inform employees and provide information regarding what steps to take to protect their credit. He expressed frustration about a lack of urgency and feels that to date, nothing has been done and employees are upset. He read aloud several excerpts from Florida Statute section 501.171 and advised that the town may be setting itself up for liability by not notifying affected parties as required. He arranged for the county sheriff economic crimes unit to come to town hall to take statements and do a criminal investigation, which is underway. He shared ideas for how the breach may have occurred, and spoke regarding how the police department operations have been limited due to the breach and subsequent investigation.

Lengthy discussion ensued; Mr. Gougelman advised that he is not the town's legal counsel regarding this matter, and the town should contact the assigned attorney for guidance. Mr. Casey advised he will have a conference call with Mayor McDermott, Mr. Gougelman, and the town's insurance and legal counsel.

Further lengthy discussion was held regarding updating the town's IT systems. In summary, Mr. Casey advised that Computer Experts will be remediating and experienced IT professionals from other cities will be doing an assessment and providing a report.

Public Comments:

Dick Dunn, 330 Tampa Avenue, suggested allowing a recess break during long meetings to allow people to stretch and get water. He also suggested that topics that are discussed multiple times at council meetings that can't be agreed upon may need another attorney's opinion to help with decision-making.

Greg Harrigan, 120 Orlando Avenue, shared his experience with identity theft and spoke in favor of providing identity theft protection to employees. He encouraged the town to make that happen today.

F. Administrative Reports:

1. Town Attorney – no report.
2. Town Manager – no report.

G. Council Reports:

Councilmember Strand thanked the Fifth Avenue Committee members for their efforts and work, and Susan Hall and Mr. Casey for the median landscaping options which were clear, concise, and helpful. He thanked Chief Connor for teaching him about how the police department promotes safety during special events and road closures.

Councilmember McKnight advised that there has not been a South Beach Coalition meeting since she was appointed. Meetings were either cancelled or didn't have a quorum.

Deputy Mayor Glass spoke regarding bills that will be discussed by the Florida legislature.

Mayor McDermott asked for chickens to be discussed on next month's council agenda.

H. Adjournment:

There being no further discussion, the meeting was adjourned at 10:00 p.m.

Mark McDermott, Mayor

Attested by:

Rebekah Raddon, CMC, Town Clerk

SUBJECT: Indialantic Garden Club by the Sea Nance Park

Staff Report – Town of Indialantic Meeting Date: April 12, 2023

Summary:

Indialantic Garden Club by the Sea's vision is to host a spring 2024 outdoor "Pollinator Fair" to educate and promote community awareness and enthusiasm for developing pollinator gardens. Our wish is that the fair be free to the public with information tables, speakers, vendors, refreshments, crafts and plants.

Indialantic Garden Club by the Sea wants to host this even Sunday, March 3, 2024 from 12 PM to 4 PM in Nance Park.

Approve the Indialantic Garden Club by the Sea special event and authorize the use of Nance Park for amplified music.

Recommendation:

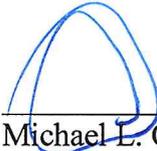
Approve the Indialantic Garden Club by the Sea special event and authorize the use of Nance Park and amplified music.

MOTION: Approve the Indialantic Garden Club special event and authorize the use of Nance Park and amplified music.

Submitted by:

Rebekah Raddon
Town Clerk

Approved for agenda:



Michael E. Casey
Town Manager

Town of Indialantic, 216 Fifth Avenue, Indialantic, Florida 32903

321-723-2242 Office 321-984-3867 Fax

SPECIAL EVENT REQUEST

Forty-five (45) days prior to the scheduled event

Review Town Code of Ordinances Sec. 8-7 and/or
Sec. 28-4 at www.indialantic.com

Complete all portions of this application fully and accurately, or your processing may be delayed. All requested information must be complete.

APPLICANT AND EVENT HOLDER OR SPONSOR GARDEN CLUB BY THE SEA

EVENT ADDRESS NANCE PARK Indialantic Florida 201 N.

CONTACT NUMBER Valerie KARAS 321-543-3645 Miramar ALA

EVENT LOCATION (i.e. east side of building, etc.) Pamola Dunn 321-243-8289
NANCE PARK

EVENT DATE START Sunday, March 3, 2024 END _____

TIME OF EVENT START 12 noon END 4:00 P.M.

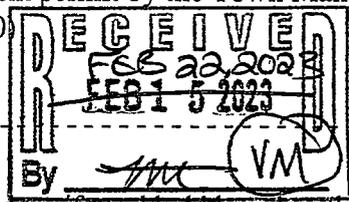
PURPOSE/TYPE OF REQUEST (Special event, grand opening, store anniversary, etc.)
POLLINATOR FAIR

TYPE OF MERCHANDISE DISPLAYED/SET-UP (include a separate sheet of paper with a diagram of dimensions indicating where the items will be displayed/set-up)

(Private Property = Insurance and Letterhead not needed)

PAPERWORK NEEDED BEFORE PROCESS WILL BEGIN:

1. Additional Insured- Designated Person Or Organization Town of Indialantic
2. Certificate of Liability Insurance 216 Fifth Avenue
3. Common Policy Declarations (ie Declarations Page) Indialantic, FL 32903
4. Provide letter on Company/Sponsor/Organization letterhead: "indemnify and hold harmless the Town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any special event".
5. The applicant and event holder or sponsor agrees that the event **will not utilize any single-use plastic or polystyrene products** at the event and understand that it is the responsibility of the event applicant, sponsor or event holder to ensure no single-use plastic or polystyrene products are used. Failure to comply may result in an immediate cancellation of the special event permit by the Town Manager, or said Manager's designee. (Resolution 07-2020, effective 08-01-2020)



[Handwritten Signature]
INITIALS

Sec. 8-7. Special events.

(b) A special events sponsor is liable for and shall in writing indemnify and hold harmless the Town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any special event. Prior to engaging in a special event, the sponsor shall present to the Town a copy of a liability insurance policy in the amount of at least \$200,000 per person/\$300,000 per occurrence insuring the sponsor and the town, as an additional insured. The policy, paid for by the sponsor, shall be written by a company authorized to write insurance within the State of Florida and shall be rated as a standard company rated at A+ or better by A.M. Best's Rating Guide or equivalent specifications as approved by the town

manager. The policy shall be non-cancelable without at least ten days written notice to the town prior to cancellation.
(Code 1993, § 5-8; Ord. No. 13-02, § 1, 11-20-2012)

Sec. 28-4. Display of goods.

(c) Special events, grand openings and store anniversaries. In the R-P, C, C-1, C-2, and SC zoning districts, the town manager is hereby authorized to issue special permits for sidewalk sales, if the application meets all of the following standards:

(2) If the town permits a sidewalk sale or special event to occur such that any part of it is within the public right-of-way or on public property all vendors are liable for and shall in writing indemnify and hold harmless the town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any sale or special event. Prior to engaging in a sidewalk sale, the vendor shall present to the town a copy of a liability insurance policy in the amount of at least \$200,000.00 per person/\$300,000.00 per occurrence insuring the vendor and the town, as an additional insured. The policy, paid for by the vendor, shall be written by a company authorized to write insurance within the state and shall be rated as a standard company rated as A+ or better by A.M. Best's Rating Guide or equivalent specifications as approved by the town manager. The policy shall be non-cancelable without at least ten days written notice to the town prior to cancellation;

(Code 1962, § 24-3; Code 1993, § 13-3; Ord. No. 83-335, § 1, 8-16-1983; Ord. No. 94-7, § 1, 1-18-1994; Ord. No. 94-13, § 1, 6-21-1994; Ord. No. 02-16, § 1, 7-16-2002; Ord. No. 02-20, § 1, 9-17-2002; Ord. No. 03-10, § 1, 8-19-2003; Ord. No. 05-06, § 1, 12-16-2004; Ord. No. 06-02, § 1, 11-16-2005; Ord. No. 06-09, § 1, 6-20-2006; Ord. No. 07-02, § 1, 11-21-2006; Ord. No. 09-13, § 1, 7-21-2009; Ord. No. 12-08, §§ 1, 2, 5-9-2012)

Sec. 28-4. Display of goods.

(b) Sidewalk sales generally authorized. In the R-P, C, C-1, C-2, and SC zoning districts, a general permit for sidewalk sales is hereby authorized and issued for sidewalk sales meeting the following standards:

(2) If the town permits a sidewalk sale or special event to occur such that any part of it is within the public right-of-way or on public property all vendors are liable for and shall in writing indemnify and hold harmless the town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any sidewalk sale. Prior to engaging in a sidewalk sale, the vendor shall present to the town a copy of a liability insurance policy in the amount of at least \$200,000.00 per person/\$300,000.00 per occurrence insuring the vendor and the town as an additional insured. The policy, paid for by the vendor, shall be written by a company authorized to write insurance within the state and shall be rated as a standard company rated at A+ or better by A.M. Best's Rating Guide or equivalent specifications as approved by the town manager. The policy shall be non-cancelable without at least ten days written notice to the town prior to cancellation.

(Code 1962, 24-3; Ord. No. 83-335, 1, 8-16-83; Ord. 94-7, 1, 1-18-94; Ord. 94-13, 1, 6-21-94; Ord. No. 02-16, 1, 7-16-02; Ord. No. 02-20, 1, 9-17-02; Ord. No. 03-10, 1, 8-19-03; Ord. No. 05-06, 1, 12-16-04; Ord. 06-02, 1, 11-16-05; Ord. 06-09, 1, 6-20-06; Ord. 07-02, 1, 11-21-06; Ord. 09-13, 1, 7-21-09; Ord. 12-08, 1-2, 5-9-12)

Sec. 28-4. Display of goods.

(c) Special events, grand openings and store anniversaries. In the R-P, C, C-1, C-2, and SC zoning districts, the town manager is hereby authorized to issue special permits for sidewalk sales, if the application meets all of the following standards:

(1) No sidewalk sale immediately adjacent to the public right-of-way shall be completely blocked nor shall the flow of pedestrian traffic on any sidewalk be blocked by merchandise, dress carts, tables, displays, signs or any other form of support used in a sale or special event;

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

Applicant's signature acknowledges and agrees to abide to the rules and regulations set forth by the Town of Indialantic, The County of Brevard and the State of Florida, regarding Special Events within the Town of Indialantic, to include those aforementioned.

[Signature]
Signature of Applicant

Valerie P Karas
Printed Name of Applicant

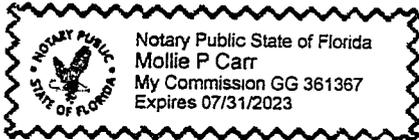
Pamela B. Dunn
State of Florida

Pamela B. Dunn

Brevard County

The foregoing Special Event Request was acknowledge before me by means of: physical presence or online notarization, this 15 day of Feb, 2023, by Pamela Dunn (owner).

Notary Seal:



[Signature]
(Signature of Notary Public – State of Florida)

Personally Known OR Produced Identification: _____

FOR OFFICE USE ONLY

Permit for this event is APPROVED _____ DISAPPROVED _____

With the following reasons: _____

Code Enforcement Officer/ Building Official

Fire Chief

Public Works Director

Town Manager

Police Chief

Administrative Assistant

Mailed _____ PD/FD _____ Filed _____

Garden Club by the Sea
Post Office Box 33774
Indialantic, Florida 32903

January 31, 2023

Indialantic Town Hall
216 5th Avenue
Indialantic, Florida 32903

To Mike Casey and the Indialantic Town Council:

The mission of the Indialantic Garden Club by the Sea is to educate members and the community and especially our youth about garden-related fields and to promote a love of horticulture and encourage knowledge and stewardship of the environment while supporting the objectives of Florida Federation of Garden Clubs, Inc. and National Garden Clubs, Inc.

Garden Club by the Sea's vision is to host a spring 2024 outdoor "Pollinator Fair" to educate and promote community awareness and enthusiasm for developing pollinator gardens. Our wish is that the fair be free to the public with information tables, speakers, vendors, refreshments, crafts and plants.

Any other clarification that is needed may be address to Valerie Karas, President (karasvaleriep@gmail.com) or Pollinator Fair Chair, Barbara Dial (barbdial5497@gmail.com).

Kind regards,

Barbara Dial, Past President GCBS
Chair, Pollinator Fair 2024

SUBJECT: Purchase of a Police Vehicle

Staff Report – Town of Indialantic Meeting Date: April 12, 2023

Summary:

In the 2022 approved budget there two police vehicles to be purchased. Due to Covid-19 there was a shortage of vehicles and only one arrived before all orders were cancelled by the manufacture. The order was placed in December of 2022 for a vehicle, Chief Connor in March was able to secure the vehicle that had been ordered. At that time I spoke to Councilmembers individually about the situation as the issue was time sensitive to secure the vehicle at this time. Based upon those conversation I individually had with the understanding it would be placed on the April Council Agenda. This purchase will be paid with funds left over from last year's budget once the audit is complete in the Fund Balance Forward the money will be moved from last year's budget to this budget to cover the expense. The purchase of a 2023 Ford Police Interceptor Utility AWD vehicle at the Florida State Bid price of \$51,582.

Recommendation:

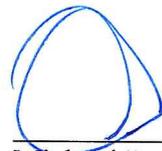
Approve the purchase of a 2023 Ford Police Interceptor Utility AWD vehicle at the Florida State Bid price of \$51,582

Motion: Approve the purchase of a 2023 Ford Police Interceptor Utility AWD vehicle at the Florida State Bid price of \$51,582

Submitted by:

Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager



Specification #	226
Unit Description	K8A/99B

Prepared for:	Prepared by:
11/30/2022 Indialantic Police Department Attn: Chief Michael A. Connor mconnor@indialantic.com 321-723-7788 Ext. 110 R/B	Garber Ford, Inc. Dan Drake (904) 264-2442 ext.2332 FAX: (904) 284-0054 3380 Hwy 17 Green Cove Springs, FL 32043 ddrake@garberautomall.com



Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association. (https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA20-VEL 28.0, expiring September 30th, 2022 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

Central Zone				
K8A/99B 2023 Ford Police Interceptor Utility AWD Gas \$41,227.00				
<th style="width: 10%;">Codes</th> <th style="width: 60%;">Optional Equipment</th> <th style="width: 15%;">Unit Price</th> <th style="width: 15%;">Net Price</th>	Codes	Optional Equipment	Unit Price	Net Price

Codes	Optional Equipment	Unit Price	Net Price
500A	Order Code 500A	Included	\$0.00
99B	Engine: 3.3L V6 Direct-Injection (FFV)	Included	\$0.00
44U	Transmission: 10-Speed Automatic	Included	\$0.00
YZ	Oxford White	Included	\$0.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	\$0.00
153	Front License Plate Bracket	Included	\$0.00
51R	Driver Only LED Spot Lamp (Unity)	Included	\$0.00
86T	Tail Lamp/Police Interceptor Housing Only (HL Included)	59	\$59.00
43D	Dark Car Feature	24	\$24.00
55B	BLIS- Blind Spot Monitoring with Cross Traffic Alert	544	\$544.00
55F	Remote Keyless Entry Key Fob w/o Key Pad -inc: 4-key fobs	Included	\$0.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	49	\$49.00
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows	74	\$74.00
STD	Full Vinyl/Rubber Floor Covering	Included	\$0.00
STD	Back-Up Camera w/Washer	Included	\$0.00
	Non-OEM Equipment:		
FPUMP	Federal Premium Unmarked Package (Red/Blue)	2780	
	Front and Rear Full Width Interior Lightbars (Front Full Flood, Rear Traffic)		
	Pathfinder 200 Combination Light/Siren Controller		
	ES100C Siren Speaker With Bracket		
	Connect Factory HL Flasher to Pathfinder Controller		
2C	Front Strobes in Pre-Drilled HL (x2 Blue)	273	0.5
DUO-LED	Stud Mount DUO Super-LED for Grille (x2)	346	1.0
DLX-LED	Deluxe MicroPulse-12 Lighthead for Inside Rear Side Windows (x2)	346	1.0
ST6	Low Profile MicroPulse-6 LED Lighthead for Rear Tag Sides (x2)	276	1.0
ST6	Low Profile MicroPulse-6 LED Lighthead for Inside Rear Hatch (x2)	276	1.0
	Provides Rear Signal Visibility when Hatch is Open		
TAIL	Federal Taillight Flasher for Ford PIU	126	0.5
CONS	Police Center Console with Cupholders and Armrest	696	
	Includes Controller Faceplate, Mic Clip Plate and Filler Plates		
INST	10 Hours EVT Certified Lighting Installation Labor (@ \$125/hr)	1250	
	Includes all Wire, Loom, Hardware, and Mounting Brackets		
TINT	Tint All Windows to 20% Match with Windshield Strip	295	
SYR75K	Ford Premium Care 5yr/75k mile \$0 Deductible Police Warranty	2935	
TTAG	Temporary Tag	6	
DEL	Delivery	Included	\$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE	\$ 51,582.00
--	---------------------

TOWN OF INDIALANTIC
 216 Fifth Avenue • Indialantic, FL 32903
 (321) 723-2242 • Fax (321) 984-3867

TO: GARBER AUTOMALL

DATE: DECEMBER 5, 2022
 DEPARTMENT: POLICE
 ACCT. NO.: 521.6400

QUANTITY	ITEM	PRICE
1	2023 FORD POLICE INTERCEPTOR	\$41,227.00
1	5-YEAR / 75,000 MILE WARRANTY	\$ 2,935.00
1	EMERGENCY LIGHTS / SIREN & EQUIPMENT	\$ 7.420
	TOTAL	\$51,582

PURPOSE OF PURCHASE: REPLACE ADMIN / DB VEHICLE

APPROVED: *Michael...*
 Department Head

APPROVED: _____
 Finance Director

APPROVED: _____
 Town Manager

No: 4817

SUBJECT: Surplus Vehicle/Tractor/Equipment: Declare as surplus and authorize the Town Manager to dispose of a 2006 Ford 150

Staff Report – Town of Indialantic Meeting Date: April 12, 2023

Summary:

Council is being requested to declare the following item as surplus and authorize the Town Manager to dispose of the items:

- 1) 2006 Ford F150, VIN# 1FTRF12256NB66679, purchased in FY-2006
- 2) 1994 Massey Ferguson tractor and attachments, purchased in FY-1996

The 2006 Ford F150 repair cost exceeds the value of the vehicle. The a Ventrac 4520 was purchased in FY-2022 making the tractor obsolete as the Ventrac replaced the functions of the tractor and has much more capabilities.

Recommendation:

Declare the 2006 Ford F150 and the 1998 Massey Ferguson tractor/attachments as surplus and authorize the Town Manager to dispose of them.

Motion: Declare the 2006 Ford F150 and the 1998 Massey Ferguson tractor/attachments as surplus and authorize the Town Manager to dispose of them.

Submitted by:

Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

Dear Mike,

I would like to have the 1994 Massey Ferguson tractor deleted from our fleet, since we've purchased a 2021 Ventrac 4520 which does the job much better. I have given Rebekah all the information and pictures of said equipment, also I would also request a reserve of \$10,000. There are multiple attachments that would go with the tractor as well.

Thank you,



Joseph F. Gervais

Dear Mike,

I would like to have the 2006 F150 deleted from our Enterprise I&II fleet, due to repairs exceeding the vehicle cost. There is severe rust on the front left and right side panels and tailgate, exterior body has dents on both sides and front drivers seat is torn.

Thank you,



Joseph F. Gervais

SUBJECT: First Reading/Public Hearing for Ordinance 2023-02

Staff Report – Town of Indialantic

Meeting Date: April 12, 2023

Summary:

Like most cities in Brevard County, the Town of Indialantic utilizes the Council-Manager form of government, which combines the leadership of elected officials with the managerial experience of an appointed town manager. All power and authority to set policy rests with an elected governing body while the manager, appointed by the town council, has staffing responsibility coupled with very broad authority to run the organization. Since its establishment, the council-manager form has become the most popular structure of local government in the United States and has shown to be more efficient than other forms of government which have elected officials performing tasks typically handled by staff.

Under the council-manager form of government, elected officials are free to devote time to policy planning and development, and the manager focuses on keeping the organization running smoothly.

While Indialantic utilizes this form of government, language which instructs elected officials about their role is absent from the code.

Adoption of this ordinance will increase professionalism and efficiency of town administration and provide clarity regarding the roles of the manager and elected officials.

Reference: <https://icma.org>.

Recommendation:

Approval.

MOTION: Approve Ordinance 2023-02 on first reading.

Submitted by:

Rebekah Raddon

Rebekah Raddon
Town Clerk

Approved for agenda:

Michael L. Casey
Town Manager

45 since 1915; and.

46

47 * The majority of communities recognized since 2013 with the National
48 Civic League's coveted All-America City Award have been council-manager; and

49

50 **WHEREAS**, municipal managers are usually professionals educated and trained in the
51 operational decision making of governmental processes, while elected council members are
52 typically citizen legislators without either formal public administration education , or experience
53 in governmental operations; and

54

55 **WHEREAS**, one of the foundational hallmarks of the Council-Manager form of
56 government is a provision by which the municipal governing body sets policy but does not
57 interfere in the day-to-day administration of the municipal government; and

58

59 **WHEREAS**, in Brevard County, all municipalities employing the Council-Manager
60 form of government include provisions in their respective charters prohibiting interference
61 by governing board members in the day-to-day administration of the municipality, except
62 through the manager, as follows:

63

- 64 Brevard County Charter §3.4;
- 65 City of Melbourne Charter §3.16;
- 66 City of Palm Bay Charter §3.052;
- 67 City of Indian Harbour Beach Charter Art. IV, §6;
- 68 City of Satellite Beach Charter Art. II, §2.03(2);
- 69 Town of Melbourne Beach Charter §3.03(b);
- 70 City of West Melbourne Charter Art. II, §8;
- 71 City of Cocoa Beach Charter §2.09(c);
- 72 City of Cape Canaveral Charter §2.05;
- 73 City of Rockledge Charter §2.05;
- 74 City of Cocoa Charter Art. III, §4;
- 75 City of Titusville Charter §18; and

76

77 **WHEREAS**, Palm Shores, Malabar, Grant-Valkaria, and Melbourne Village, do not
78 utilize the Council-Manager form of government; and

79

80 **WHEREAS**, neither the Town of Indialantic's code of ordinances, nor its charter,
81 include a provision restricting interference by Council Members in the day-to-day
82 administration of the municipal government; and

83

84 **WHEREAS**, the Town Council of the Town of Indialantic, Florida, hereby finds this
85 including such a provision in the Town Code of Ordinances will promote professional
86 municipal administration in the Town and is in the best interests of the public health,
87 safety, and welfare of the citizens of Indialantic.

88

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

91
92 SECTION 1. Recitals. The foregoing recitals (“WHEREAS” clauses) are hereby
93 fully incorporated herein by this reference as legislative findings and the intent and
94 purpose of the Town Council of the Town of Indialantic.

95
96 SECTION 2. That the Code of Ordinances of Indialantic, Florida, is hereby
97 amended by adding a section to be numbered 2-41, which said section reads as follows:

98
99 **Sec. 2-41. - Council not to interfere in administrative affairs.**

100
101 Neither the town council nor any of its members shall direct or request any personnel
102 action by the town manager or any of his subordinates, nor interfere in any manner with
103 the internal administration of the town government. Except for the purpose of inquiry or
104 investigation, the town council and its members shall deal with the town administrative
105 service solely through the town manager, and neither the town council, nor its members,
106 shall give directions or make requests to any subordinates of the town manager either
107 publicly or privately. This section shall not preclude the town council and its members
108 from making known to the town manager its or their views concerning personnel actions
109 and the internal administration of the town government.

110
111 SECTION 3. Severability Clause/Interpretation.

112
113 (a) In the event that any term, provision, clause, sentence or section of
114 this Ordinance shall be held by a court of competent jurisdiction to be partially or wholly
115 unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or
116 unenforceability shall not affect any of the other or remaining terms, provisions, clauses,
117 sentences, or sections of this Ordinance, and this Ordinance shall be read and/or
118 applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or
119 section did not exist.

120
121 (b) That in interpreting this Ordinance, underlined words indicate
122 additions to existing text, and ~~stricken through~~ words include deletions from existing
123 text. Asterisks (* * *) indicate a deletion from the Ordinance of text, which exists in the
124 Code of Ordinances. It is intended that the text in the Code of Ordinances denoted by
125 the asterisks and not set forth in this Ordinance shall remain unchanged from the
126 language existing prior to adoption of this Ordinance.

127
128 SECTION 4. Effective Date. This Ordinance shall become effective upon adoption
129 of this Ordinance.

130
131 PASSED by the Town Council of the Town of Indialantic on first reading on the
132

133 _____ day of April, 2023, and ADOPTED by the Town Council of the Town of Indialantic,
134 Florida on final reading on the _____ day of _____, 2023.

135

136

TOWN OF INDIALANTIC

137

138

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Mark McDermott

140

Mayor

141

142

143 ATTEST: _____

144 Rebekah Raddon, CMC

145 Town Clerk

SUBJECT: Backyard Chickens

Staff Report – Town of Indialantic

Meeting Date: April 12, 2023

Summary:

Town Hall staff received multiple calls from residents recently inquiring about having chickens in their backyard. Mayor McDermott and Councilmember Strand were also contacted by residents and requested this be added to the meeting agenda.

Backyard chickens – specifically, hens only - have been considered by the town council on several occasions, most recently in August 2020, where the motion to allow chickens failed 1-4. At that time, the council had concerns regarding the burden on Town staff, issues with enforcement, dogs barking at chickens, the small size of lots in Town, and attracting coyotes.

Councilmember Strand provided information regarding hens which follows this memo.

Recommendation:

Discussion.

MOTION:

Submitted by:

Approved for agenda:

Rebekah Raddon

Rebekah Raddon
Town Clerk

Michael L. Casey
Town Manager

A Letter to Council Members to Discuss Legislation for Backyards Hens

April 2023 council meeting

Dear fellow Council members,

A town resident, Mrs.Spivey, requests that we consider allowing town residents to raise hens in their backyards while ensuring respect for neighbors.

As you may know, nearby municipalities such as Satellite Beach and Indian Harbour Beach have passed ordinances allowing residents to keep backyard hens. I believe that we should discuss a similar approach.

Please consider existing ordinances for reference: Satellite Beach Chapter 14, Section 14-3 Backyard Chickens and Indian Harbour Beach Chapter 4, Section 4-4. For a permit example, see attached permit for Satellite Beach.

Reported complaints

Mrs.Spivey contacted town staff at Satellite Beach and Indian Harbour Beach to inquire about complaints regarding backyard hens. Since 2016, there was a total of **one complaint** about a hen that escaped during a hurricane. There were zero reported complaints at Indian Harbour Beach.

Number of applications

Mrs.Spivey states that in 2022 Satellite Beach had **two permit applications** submitted for chicken coops over a population of ~11,000 residents. Given the population of Indian Harbour Beach is smaller than Satellite Beach, we may have a similar number of applications

This legislation may affect residents who already keep hens. We don't know who is keeping hens in town limits. I suggest a "don't ask and don't tell" is a precarious way to legislate because

there is no clear-cut law or enforcement. Having an ordinance allows for effective standards, reporting and enforcement. Fairness is a common value in our community. We could consider a grace period for residents who already own hens and, perhaps, waive the application fee for them as a courtesy because they will have to apply.

Follow a considered approach

Like the considered approach to allow dogs in a specific section of our town's beach, we could make this an ordinance with an automatic sunset date. We could pay attention to reported complaints, if any, and consider such at a periodic review by the council at regular public meetings. An ordinance may be rescinded if it does not meet our objectives or suitability for our community.

Also, if an ordinance sunsets, this may force residents to get rid of hens and coop, which could come at a financial cost and an emotional burden.

Supporting reasons

There are many reasons to support allowing backyard hens in our community. First, it promotes sustainable living and provides residents with a source of fresh eggs. Many families in our community may be interested in raising their own hens as a way to reduce their reliance on store-bought eggs and promote self-sufficiency. Allowing backyard hens can also lead to cost savings for families who choose to raise their own hens. The sale or bartering of eggs and hens could be prohibited, otherwise business licenses and permitting may be required.

Second, allowing backyard hens can be an educational opportunity for families and children. Families may work on coop designs, building the coop and maintaining cleanliness standards. By raising hens, families can teach their children about animal care, agriculture, and the importance of sustainable living. This can help children develop a greater appreciation for where their food comes from and the importance of treating animals with kindness and respect.

Third, backyard hens eat bugs and pests (grasshoppers, hookworms, potato beetles, termites, ticks, slugs, centipedes, spiders and lawn grubs), potentially reducing the use of pesticides. In turn, this may assist healthy lawns and reduce nutrient load and pesticide run-off into the Indian River Lagoon.

Fourth, backyard hens have personalities, are intelligent and entertaining. This is another opportunity to develop respect for the treatment of animals.

Consider potential concerns

- **Noise:** roosters would not be allowed. Hens can be noisy at times, especially if they are startled or frightened. Consider that the average decibel level of hen is quieter than people having a conversation.
- **Odor:** Backyard hens can produce waste that can create unpleasant odors, especially if it is not properly managed. If the hen coop is not cleaned regularly, it can also attract flies and other pests. This may be addressed with proper waste management. Consider that 10 hens make less mess than one 40 lb dog.
- **Attracting predators:** Backyard hens can attract predators such as raccoons, foxes, and snakes. This can be a concern for neighbors who have small pets or children who play outside. This may be addressed with proper coop maintenance and food storage.
- **Property value:** Some neighbors may worry that the presence of backyard hens could decrease property values in the area. They may feel that having hens in the neighborhood is unsightly or unappealing to potential buyers.
- **Health concerns:** In rare cases, backyard hens can carry diseases such as salmonella that can be transmitted to humans. This can be a concern for neighbors who have compromised immune systems, such as the elderly or young children.
- **Being uncomfortable identifying oneself when reporting a complaint:** Florida Law requires individuals to publicly identify themselves when making a code enforcement complaint. Some people may choose to be frustrated by a situation with a neighbor rather than reporting their concern.

It is important to note that while these concerns are legitimate, nearby municipalities have put in place regulations that address them. For example, some municipalities limit the number of hens that can be kept, require that hen coops be kept clean and odor-free, and mandate that hens be

kept at a safe distance from neighboring homes. In many cases, addressing these concerns can help alleviate tensions between neighbors and allow for peaceful coexistence.

Conclusion

In conclusion, I believe that allowing town residents to raise hens in their backyards can promote sustainability, education, and a stronger sense of community among our residents. I look forward to discussing this matter with you and hearing opinions from residents.

Sincerely,

Loren Strand, Indialantic Town Council Seat 4

CITY OF SATELLITE BEACH
Backyard Chickens Pilot Program Application and Permit
321-773-4409 / FAX: 321-777-6619

NOTICE: THIS APPLICATION AND PERMIT ARE PROVIDED AND ISSUED BY THE CITY OF SATELLITE BEACH PURSUANT TO A PILOT PROGRAM AUTHORIZED BY ORDINANCE NO. 1121. THIS PILOT PROGRAM WILL BE EVALUATED BY THE CITY ON A QUARTERLY BASIS FOR UP TO ONE YEAR. THIS PILOT PROGRAM MAY BE TERMINATED BY CITY AT ANY TIME DURING THIS FIRST YEAR. AT THE CONCLUSION OF ONE YEAR, AND IF NOT PREVIOUSLY TERMINATED, THE CITY WILL EVALUATE ALL ASPECTS OF THE PILOT PROGRAM AND MAKE ANY CHANGES TO ORDINANCE NO. 1121 IT DEEMS NECESSARY IN ITS DISCRETION, INCLUDING THE REPEAL OF ORDINANCE NO. 1121.

Applicant Information

Name: _____

Address: _____

Telephone: _____

Email: _____

Note: If owner is different than applicant; provide written permission from owner to keep chickens on property.

By initialing each line and by signing this application, you state that you have read, understood and will abide by the regulations of City Ordinance No. 1121.

- 1) _____ Up to four backyard chickens may be kept on any single-family lot in the City, subject to the following
- 2) _____ Only hens may be kept; all roosters are prohibited.
- 3) _____ Backyard chickens are allowed for personal use only. The sale or bartering of backyard chickens, eggs, or manure is prohibited.
- 4) _____ Breeding of backyard chickens for any reason is prohibited.
- 5) _____ Except as provided on line 15 of this application, slaughter of backyard chickens for any reason is prohibited.
- 6) _____ All backyard chickens shall be maintained and contained in a coop located in the enclosed back yard of the lot. For purposes of this section, coop shall mean the henhouse where backyard chickens sleep or nest and any adjacent outdoor run. The coop shall be completely enclosed at all times;

shall satisfy setback and all other accessory-structure requirements for enclosed buildings in Section 30-510 (see lines 7a through 7e), Satellite Beach City Code; and shall be constructed and secured to prevent access into the coop by other animals, including from digging under any enclosure material. If the henhouse is larger than 80-square-feet, a building permit shall be required prior to construction. The henhouse shall have a maximum height of 5.5 feet and provide at least four-square-feet per chicken.

- 6a) accessory structures are not erected in a front or side yard
- 6b) do not encroach into an easement
- 6c) when located on two streets, the accessory structures shall be erected in the rear yard, no closer to the secondary street than the main structure
- 6d) structures 100 sq. ft. or smaller shall have minimum rear and side setbacks of five feet
- 6e) structures larger than 100 sq. ft. but no greater than 150 sq. ft. shall have minimum rear and side setbacks of ten feet

- 7) _____ All coops shall be constructed, maintained, and cleaned to avoid attracting rodents, reptiles, vermin, insects, predators, birds of prey, foraging animals, and other pests. Regular removal of waste is required, and any manure not used for composting or fertilizer shall be promptly removed.
- 8) _____ All feed and other items associated with backyard chickens shall be kept in secure metal containers or otherwise protected to prevent rodents, reptiles, vermin, insects, predators, birds of prey, foraging animals, and other pests from gaining access to the feed or other items. Under no circumstances shall plastic containers of any kind be allowed.
- 9) _____ Backyard chickens shall not be set free or allowed to wander outside a coop at any time, except that they may wander within the enclosed backyard between the hours of 8 a.m. and 8 p.m.
- 10) _____ All coops shall be screened from the view of any adjoining property by an opaque fence at least six feet high. A perimeter or boundary fence or wall, chain link fence, chain link fence with slats, or similar fence shall not meet the requirement for an opaque fence.
- 11) _____ No property located within the ocean bluff buffer zone or the 100' buffer zone around conservation areas shall be allowed to have chickens (See Map available at the Satellite Beach Building and Zoning Department)
- 12) _____ Anyone desiring to possess and maintain backyard chickens on their property, including persons possessing and maintaining such chickens when this ordinance is adopted, must obtain a permit for such activity from the City. No permit shall be issued until a properly-completed application

is approved by the Building and Zoning Department. As a condition of permit approval, each applicant shall acknowledge on the application that the City has permission to enter upon the subject property to perform an initial inspection 30 days after permit approval, as well as subsequent random inspections anytime thereafter to ensure compliance with the requirements of this section.

- 13) _____ No animal that kills or wounds a chicken shall, for that reason alone, be considered a dangerous or aggressive animal.
- 14) _____ If a regulatory agency issues any advisory or alert that chickens must be exterminated in the interest of public health, all chickens located in the City shall be immediately exterminated. No backyard chickens shall be allowed within the City thereafter until such advisory or alert is lifted and the agency reauthorizes backyard chickens within the City. If such agency imposes conditions to allowing backyard chickens, any person intending to keep backyard chickens shall provide proof of compliance to the agency and/or the City.

Applicant Signature: _____ Date: _____

Property Owner Permission Attached: Yes No N/A (Circle One)

Approved By: _____ Date: _____
Satellite Beach Building and Zoning Department

Date of Initial Inspection: _____

SUBJECT: MelBOOM - Fireworks

Staff Report – Town of Indialantic Meeting Date: April 12, 2023

Summary:

The City of Melbourne has contacted us with a request to help support the Annual Mel Boom Fireworks on July 4, 2023. Last year the Town Council sponsored MelBOOM for the City of Melbourne with a \$500 donation.

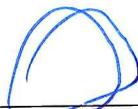
Recommendation:

MOTION:

Submitted by:

Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

SUBJECT: PLANTING OF MEDIAN AND UPDATE /Resolution 05-2023

Staff Report – Town of Indialantic Meeting Date: April 12, 2023

Summary:

Based upon the February 2023 Council meeting Susan Hall and I had multiple conversations with FDOT about this project and submitted a variance request to keep the 12 Washingtonia Palms. FDOT responded back asking for more information which was updated and submitted on April 6, 2023. With the new timeline we are scheduled to have the Joint Partner Agreement (JPA) submitted after this meeting. Council is being asked to approve Resolution #05-2023 giving the Town Manger and Town Clerk authorization to enter into agreements/contracts reference this project. Susan Hall will also be present to answer questions.

Recommendation:

Approve Resolution 05—2023 authorizing the Town Manager and the Town Clerk as being authorized and duly empowered to issue instructions and enter into the agreements/contracts with the Treasurer of the State of Florida concerning all cash, book-entry, and security transactions on behalf of the Town of Indialantic concerning the Joint Project Agreement (JPA) FPN: 442883-2-58-01

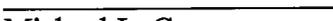
MOTION: Approve Resolution 05—2023 authorizing the Town Manager and the Town Clerk as being authorized and duly empowered to issue instructions and enter into the agreements/contracts with the Treasurer of the State of Florida concerning all cash, book-entry, and security transactions on behalf of the Town of Indialantic concerning the Joint Project Agreement (JPA) FPN: 442883-2-58-01

Submitted by:

Approved for agenda:



Rebekah Raddon
Town Clerk



Michael L. Casey
Town Manager

EXHIBIT –

CONSTRUCTION SCHEDULE (MM/DD/YYYY):

Date Agreement Needed	:	04-10-23
Board Date	:	04-12-23
Advertise for Construction Services	:	05-11-23
Bid Opening Date	:	6-22-23
Award Date	:	7-06-23
Executed Contract Date	:	7-13-23
Pre-Construction Date	:	02-01-24
NTP to Contractor	:	03-01-24
Construction Duration	:	2 months
Substantial Completion Date	:	05-01-24
Final Acceptance Date	:	05-22-24

OPINION OF COSTS- F.D.O.T. US192/SR500 MEDIANS

04.05.2023

PLANT SCHEDULE

FPID: 442883-2-58-01

PAY ITEM NO.	PAY SIZE	LABLE	TOTAL QUANTITY	UNIT	DESCRIPTION					MAXIMUM MAINTAINED SIZE	SITE NUMBER & LOCATION DESCRIPTION			
					BOTANICAL NAME	COMMON NAME	SIZE	SPECIFICATIONS	SPACING		LD-6 Median A	LD-7 Median B	LD-8 Median C	LD-9 Median D
LARGE														
580-1-2		ILE	978	EA.	<i>Ilex vomitoria schillings 'Stokes Dwarf'</i>	Ilex 'Stokes Dwarf'	7G	14"ht. x 16"spd.; Full	30" OC; 2 Rows Triangulated	18" ht.	284	264	266	164
SMALL														
580-1-1		TRA	6045	EA.	<i>Trachelospermum asiaticum</i>	Asiatic Jasmine	1G	18" spd.	18" OC	6" Ht. (Natural Form)	1765	1435	1415	1430
580-1-1		HYM	1116	EA.	<i>Hymenocallis latifolia</i>	Spider Lily	1G	12" Ht., Full	18" OC	18" ht. (Natural Form)	325	325	271	195
MISC														
			TOTAL	UNIT										
580-1-1			300	CY	Planting Mix for shrubs & groundcovers - 70% Clean Sand, 30% Compost									
580-1-1			215	CY	Mulch- Shredded dark brown									
101-1			1	LS	Mobilization									
102-1			1	LS	Temporary Traffic Control (TTC) formerly M.O.T. (Maintenance of Traffic)									
581-1			1	LS	One Year Establishment Period for all shrubs and groundcovers									
110-1-1			1	LS	Clearing & Grubbing									
590-70-1			1	LS	Irrigation									

INSTALLED PRICE	
UNIT PRICE	TOTAL
\$ 82.50	\$ 80,685.00
\$ 18.50	\$ 111,832.50
\$ 18.50	\$ 20,646.00
SUBTOTAL: \$213,163.50	

\$ 70.00	\$ 21,000.00
\$ 90.00	\$ 19,350.00
SUBTOTAL: \$ 40,350.00	

GRAND TOTAL FOR LANDSCAPE GRANT PARTICIPATING ITEMS	\$ 253,513.50
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	\$ 13,000.00
	\$ 22,500.00
\$4,800/Month	\$ 57,600.00
	\$ 35,000.00
	\$ 38,500.00
SUBTOTAL: \$166,600.00	

GRAND TOTAL INCLUDING NON-PARTICIPATING ITEMS:	\$ 420,113.50
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Important Note:
 Cost Opinion does not include CEI (Consulting Engineer Inspection).
 Cost Opinion does not include Lane Closure Analysis.

RESOLUTION NO. 05-2023

A RESOLUTION OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, AUTHORIZING PERSONNEL TO ACT ON BEHALF OF THE TOWN CONCERNING LANDSCAPING AND IRRIGATION IMPROVEMENTS TO STATE ROAD 500 / US 192 FROM RIVERSIDE DRIVE TO STATE ROAD A1A / MIRAMAR

WHEREAS, the Town of Indialantic, Florida desires to effect improvements to certain landscaping and irrigation involving State roads within the Town; and

WHEREAS, the Florida Department of Transportation has agreed to provide financial assistance to fund certain landscaping and irrigation improvements; and

WHEREAS, the Town has the authority to enter into agreements with the Florida Department of Transportation to realize street improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, that:

1. That the Joint Project Agreement (JPA) between the Town and FDOT to Landscaping and Irrigation Improvements at State Road 500 / US 192 from Riverside Drive to State Road A1A / Miramar Avenue is approved;

2. That Michael L. Casey, the Town Manager, and Rebekah Raddon, Town Clerk, are authorized and duly empowered to issue instructions and enter into the agreements/contracts with the Treasurer of the State of Florida concerning all cash, book-entry, and security transactions on behalf of the Town of Indialantic concerning the Joint Project Agreement (JPA) FPN: 442883-2-58-01.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF

Town of Indialantic Resolution 05-2023 pg. 1/2

INDIALANTIC, BREVARD COUNTY, FLORIDA, THIS 12TH DAY OF April, 2023.

TOWN OF INDIALANTIC

Mark McDermott
Mayor

ATTEST:

Rebekah Raddon, CMC
Town Clerk

FDOT SR 500 / US 192 – Landscape Medians Status Report

MEMORANDUM OF APRIL 5TH 2023 PHONE CALL WITH FDOT PROJECT MANAGER, JASON HALIBURTON

- The second Variation Request was submitted to FDOT April 6th, following comments received from FDOT;
- In discussions with FDOT, the following critical path information was provided:
 1. FDOT has many forms of project funding. This project requires that the JPA agreement for the funding between the Town and FDOT be in-place before the end of May 2023 to lock in the grant funding. Design of the final landscape plans can come after the agreement is locked in place.
 2. During this time period, the Variation Request will be reviewed by FDOT and will either be granted or denied.
 3. If FDOT approves the Variation, the Town can move forward with it, or request to rescind the Variation and submit a different set of plans if they choose, which will need to be sent through the review process again.
 4. Final Plans will be resubmitted to FDOT for final approvals. FDOT will attach these plans to the Joint Participation Agreement [JPA] between the Town and FDOT.
 5. Plans will be advertised for bidding once we receive the Notice to Proceed from FDOT; Advertising must occur during 2023.
 6. The Landscape Plans may have to be updated and revised to meet new FDOT Standards prior to going out for bid if the bid opening occurs after June 30th.

Financial Project No.: 442883-2-58-01 Agency: Town of Indialantic Contract No:	Fund: DS Function: 215 Contract Amount: \$226,095.00	FLAIR Approp.: 088716 FLAIR Obj.: 563000 Org. Code: 55054010508 Vendor No.: F596011134001
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**JOINT PARTICIPATION AGREEMENT
 BETWEEN
 THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 AND
 THE TOWN OF INDIALANTIC**

This Agreement, made and entered into _____,
 by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**
 (hereinafter referred to as the DEPARTMENT) and the **TOWN OF INDIALANTIC** (hereinafter
 referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "F" and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Landscaping and Irrigation Improvements at State Road 500 / US 192 from Riverside Drive to State Road A1A / Miramar Avenue", in the DEPARTMENT'S Fiscal Year 2022/2023, said Project being known as Financial Project Number (FPN) 442883-2-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. **TERM**

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by **September 30, 2024**, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties for maintenance responsibilities of the LOCAL GOVERNMENT. The DEPARTMENT will review the need for the LOCAL GOVERNMENT to continue maintenance of the Improvements on a five-year basis, and if it is determined by the DEPARTMENT that maintenance is no longer needed, the DEPARTMENT may unilaterally terminate the Agreement, upon thirty (30) days written notice to the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Project, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. All work provided by the LOCAL GOVERNMENT hereunder shall be undertaken consistent with and in accordance with the Terms & Conditions set forth in Exhibit "D" hereto. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. In addition to the Terms & Conditions set forth in Exhibit "D", the LOCAL GOVERNMENT agrees to undertake the design and construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications. The LOCAL GOVERNMENT agrees to use current Standard Plans, FDOT Design Manual, and Standard Specifications corresponding to the letting date (bid opening). The latest landscaping Special Provision Specification 580 can be found at:

<https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>

C. The landscaping design:

- i) Shall have more emphasis on trees and less on shrubs. Typically, more large trees and fewer shrubs can instantly increase "curb appeal" and wow factor of the landscaping. It can also cost much less to maintain than extensive masses

- of ornamental shrubs or other high maintenance material.
- ii) Does not prohibit shrubs. Shrubs can be used when and where they are part of the best design solution.
 - iii) Consider the Right Plant, Right Place – does the palette fit the surroundings?

During the design process, the design plans will be reviewed by the Department to see if all guidelines are being followed.

D. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for the landscaping described herein and this Agreement is deemed to constitute a permit for said work.

E. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

F. The LOCAL GOVERNMENT understands that they are responsible for the preparation of all design plans for the Project, at the expense of the LOCAL GOVERNMENT, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. The LOCAL GOVERNMENT shall assure that the design, construction, installation, and maintenance is consistent with and meets all criteria and limitations of Rule 14-40.030, Florida Administrative Code, as it relates to Vegetation Management at Outdoor Advertising Signs.

G. One (1) copy of the design plans shall be provided to the DEPARTMENT'S Design Project Manager. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans, however, all changes requested by the DEPARTMENT shall be made by the Engineer of Record/LOCAL GOVERNMENT with the understanding that final decision rest with the DEPARTMENT. All corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT within ten (10) days of the receipt of said documents. After acceptance of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from D5-LocalPrograms@dot.state.fl.us.

H. The LOCAL GOVERNMENT shall not advertise for bids until the DEPARTMENT issues the Notice to Proceed. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

I. The expenditure of funds pursuant to this Agreement shall comply with the terms of Section 334.044(26), Florida Statutes, as amended.

J. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or, in accordance with the requirements set forth in Exhibit "D" and in accordance with the Special Provisions, as it may be amended from time to time, the LOCAL GOVERNMENT may hire an experienced qualified landscape contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

- i) Illicit Discharge Training. All persons employed by the Contractor or Subcontractors working within the DEPARTMENT'S right-of-way shall have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <http://www.dot.state.fl.us/emo/sched/train1.shtm>.
- ii) The LOCAL GOVERNMENT shall provide a list of persons trained prior to submittal of the first invoice. The LOCAL GOVERNMENT shall provide an updated list of new Contractor/Subcontractor employees annually thereafter.

K. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (hereinafter "CCEI") to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The LOCAL GOVERNMENT'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

L. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

M. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

N. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

O. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL

GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

P. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Registered Landscape Architect, this notification shall contain a Landscape Architect's Certification of Compliance, signed and sealed by a Registered Landscape Architect, the form of which is attached hereto as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the accepted plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

3. MAINTENANCE

A. The DEPARTMENT and the LOCAL GOVERNMENT agree that until such time as the landscaping and all other improvements constructed or installed in the Department's Right of Way need to be removed from the Right of Way, the LOCAL GOVERNMENT shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable DEPARTMENT guidelines, standards, and procedures (Project Standards) including but not limited to a) Procedure 850-000-015 Roadway and Roadside Maintenance; b) Procedure 850-065-002 Maintenance Rating Program Handbook; c) Guide for Roadside Vegetation Management; and as herein below specified.

- i) The LOCAL GOVERNMENT hereby agrees to have the landscaping installed on the Project as specified in the Landscape Plan(s). Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- ii) The LOCAL GOVERNMENT agrees to maintain the landscaping installed by the Project in accordance with the Landscape Maintenance Plan(s). Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT'S responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14.40.003(5), as it may be amended from time to time. The maintenance functions to be performed by the LOCAL GOVERNMENT shall be subject to periodic inspections by the DEPARTMENT. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the

DEPARTMENT.

- iii) The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic pursuant to the Standard Plans Index Series 102, and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time, during the course of the maintenance functions so that the safe and efficient movement of the traveling public is maintained. During maintenance functions, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the maintenance area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S current Standard Plans, pursuant to the latest spec and standard plans based on the date of the letting (bid opening).
- iv) If at any time after the LOCAL GOVERNMENT has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT that the Project, as will be designed by the LOCAL GOVERNMENT, or a part thereof is not properly installed or maintained pursuant to the terms of this Agreement, the District Secretary or his/her designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the LOCAL GOVERNMENT to place said LOCAL GOVERNMENT on notice thereof. Thereafter, the LOCAL GOVERNMENT shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may terminate the Agreement, in which case the LOCAL GOVERNMENT shall at its own expense and within sixty (60) calendar days after written notice by the DEPARTMENT, remove all of the landscaping that the DEPARTMENT directs be removed and return the Right-of-Way to its original condition. The LOCAL GOVERNMENT will own such materials it removes and the DEPARTMENT shall own any materials remaining. If the LOCAL GOVERNMENT fails to timely remove the landscaping that the DEPARTMENT has directed to be removed, then the DEPARTMENT shall be deemed to own the landscaping materials and may remove the materials at the expense of the LOCAL

GOVERNMENT.

- v) It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The LOCAL GOVERNMENT shall be given sixty (60) calendar days notice to remove said landscaping after which time the DEPARTMENT may remove the same.

4. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **\$409,506.00 (Four Hundred Nine Thousand Five Hundred Six Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit "A", Scope of Services. The Method of Compensation is included in Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$226,095.00 (Two Hundred Twenty-Six Thousand Ninety-Five Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. Notwithstanding the fact that said work is not reimbursable, any and all additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services. No work may be performed in the Department's Right of Way that has not specifically been approved by the Department. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation. Travel costs will not be reimbursed.

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required

minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A", Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds must be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

ii) The LOCAL GOVERNMENT must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment.

Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of all subcontractors performing work on the Project, and all other records of the subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

M. The LOCAL GOVERNMENT agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

N. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in

the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

O. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

5. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this contract.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part, at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement

will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

7. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

D. **PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail). Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5537
D5-LocalPrograms@dot.state.fl.us

TOWN OF INDIALANTIC

Michael Casey
Town Manager
Town of Indialantic
216 Fifth Avenue
Indialantic, Florida 32903
(321) 723-2242
mcasey@indialantic.com

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IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

TOWN OF INDIALANTIC

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

Legal Review:

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

EXHIBIT "A"**SCOPE OF SERVICES****PROJECT DESCRIPTION:**

The LOCAL GOVERNMENT shall cause to be installed landscaping and other improvements within the Right of Way of State Road 500 (Section 70,050,000: Milepost 17.945 to Milepost 18.478). The LOCAL GOVERNMENT will also be responsible for providing consultant construction engineering and inspection services.

The parties hereto acknowledge and agree that the design plans for this Project are not yet complete and are subject to review and approval by the DEPARTMENT. Upon approval of the plans by the DEPARTMENT, this Agreement shall be amended to include said plans in the Agreement. The parties further agree that the plans will be incorporated into the terms of this Agreement by reference and that the LOCAL GOVERNMENT hereby approves and delegates to **Michael Casey, Town Manager**, the authority to enter into an amendment of this Agreement to accomplish said task. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the plans.

The landscaping design:

- i) Shall have more emphasis on trees and less on shrubs. Typically, more large trees and fewer shrubs can instantly increase "curb appeal" and wow factor of the landscaping. It can also cost much less to maintain than extensive masses of ornamental shrubs or other high maintenance material.
- ii) Does not prohibit shrubs. Shrubs can be used when and where they are part of the best design solution.
- iii) Consider the Right Plant, Right Place – does the palette fit the surroundings?

During the design process, the design plans will be reviewed by the Department to see if all guidelines are being followed.

The Project includes preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting; purchasing all materials for the project and the installation of the landscaping improvements to the specifications shown in the accepted Landscape Plan; maintaining all aspects of the Project as in the Landscape Plan for the life of the project; staking all trees planted; and supplying Maintenance of Traffic in any roadway areas, if necessary.

The Project includes one segment with an individual Financial Project number:

Segment **442883-2-58-01** includes completion of all services related to the purchase of the plant materials, fertilizer, soil amendments, mulches, staking, and the cost for labor associated with the installation of the planting. The expenditure of funds pursuant to this segment of the Project shall comply with the terms of Section 334.044(26), Florida Statutes, as amended. To the greatest extent practical, at least 50% of these funds shall be used to purchase large plant materials (large plant materials have been defined by the Florida Department of Transportation to be seven (7) gallon or larger containers as defined by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants") with the remaining funds for other plant materials. Except as prohibited by applicable law or regulation, all of the plant materials purchased shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis.

Per current landscape program guidelines, up to 15% of the total plant cost could be applied toward approved ancillary items, however, funding is capped at the programmed funding amount. Ancillary items for this project include mobilization, maintenance of traffic, clearing and grubbing, and CEI. All costs more than the programmed amount, as well as items deemed ineligible for reimbursement, will be the responsibility of the local agency.

SPECIAL CONSIDERATIONS BY LOCAL GOVERNMENT:

The LOCAL GOVERNMENT shall not advertise the Project for bids until the DEPARTMENT issues the Notice to Proceed. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the accepted plans, the Special Provisions, and the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, current edition. The LOCAL GOVERNMENT agrees to use current Standard Plans, FDOT Design Manual, and Standard Specifications corresponding to the letting date (bid opening). The latest landscaping Special Provision Specification 580 can be found at:

<https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>

All existing fiber and power within the project limits shall be shown and labeled as "FDOT Fiber and power" on the plans. The LOCAL GOVERNMENT shall use cflsmartroads.com to obtain a .kmz file showing all existing fiber and power within the District to utilize in plan development. The LOCAL GOVERNMENT shall provide sight triangles one half mile from all cameras to ensure clearance of the proposed landscaping. All plantings shall maintain ten (10) feet clear path, five (5) feet either side, of all microwave vehicle detection systems (MVDS) across the entire roadway, including the median.

Any and all other work to be performed within the DEPARTMENT'S Right of Way as a part of this Project shall be reflected on Design Plans for the Project. In no instance may improvements be installed or constructed within DEPARTMENT Right of Way unless and until Design Plans have been reviewed and accepted and a Notice to Proceed has been issued by the DEPARTMENT.

If the LOCAL GOVERNMENT will be doing any form of lane closure during the construction of this Project, a Lane Closure Analysis (LCA) shall be submitted by the LOCAL GOVERNMENT with the Design Plans for review by the DEPARTMENT.

The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation.

- The LOCAL GOVERNMENT will be responsible to prepare all planting areas by removing sod, adding soil amendments and adjusting grade for proper planting as specified in the plans when accepted by the DEPARTMENT.
- The LOCAL GOVERNMENT will purchase all trees, palms, and plants for the project and will install them to the specifications shown in the accepted Landscape Plans when accepted by the DEPARTMENT.
- The LOCAL GOVERNMENT will be responsible for fertilizing all trees, palms, and plants.
- The LOCAL GOVERNMENT will purchase, supply, spread, and maintain organic mulch on all new plant beds.
- The LOCAL GOVERNMENT will be responsible for staking of all trees planted.

- The LOCAL GOVERNMENT will furnish water to all trees, palms, and plants for the described maintenance period called for in the Landscape Plan specifications.
- The LOCAL GOVERNMENT will be responsible for the growth of all plants for the establishment period called for in the Landscape Plan specifications.
- The LOCAL GOVERNMENT will establish proper Maintenance of Traffic, as needed.
- All work on the Project shall be undertaken and completed in accord with the Terms & Conditions set forth in Exhibit "D".
- The LOCAL GOVERNMENT is responsible for all maintenance requirements in perpetuity including but not limited to plant/tree replacement, fertilization, mulching, and any other requirements stated in section 3A above.

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EXHIBIT "B"**METHOD OF COMPENSATION****442883-2-58-01**

For this segment of this Project, the DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount up to but not to exceed **\$226,095.00 (Two Hundred Twenty-Six Thousand Ninety-Five Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead, for satisfactory completion of all services related to the purchase of the plant materials, fertilizer, soil amendments, mulches, staking, and the cost for labor associated with the installation of the planting detailed in Exhibit "A" (Scope of Services).

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. Invoices submitted for reimbursement must clearly delineate reimbursable costs from other ineligible costs. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

Invoices, progress reports, and other supporting documentation shall be submitted via email to D5-LocalPrograms@dot.state.fl.us.

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EXHIBIT "C"**ESTIMATED PROJECT PRODUCTION SCHEDULE**

Construction contract to be let (Bid Opening) by	May 01, 2023
Construction Duration of	36 Days
Construction to be completed (Final Acceptance) by	May 22, 2024

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EXHIBIT "D"**TERMS & CONDITIONS OF CONSTRUCTION**

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit "A"). The Project shall be constructed in accordance with construction plans and specifications to be accepted by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

5. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

6. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or the LOCAL GOVERNMENT may hire an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects. In order for the Contractor to utilize an experienced qualified contractor and to submit a bid relying on an experienced qualified contractor, the following requirements must be provided to the DEPARTMENT by the LOCAL GOVERNMENT:

(a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid to the LOCAL GOVERNMENT. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.

(1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.

(2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:

(i) Project name with a brief description that evaluates the landscape work performance.

(ii) Location of the project (city, state).

(iii) Professional substantiation of the contractor's skills, efficiency, and competence.

(3) FDOT Prequalification in **Landscaping** can be substituted for the required work experience.

7. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

8. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

9. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

10. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the accepted design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

11. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the current Standard Plans, FDOT Design Manual, and Standard Specifications

corresponding to the letting date (bid opening). The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or its CEI for the construction of the Project.

12. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

13. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

14. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans prepared in accordance with the FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-000-00). The "as-built" plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

15. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

16. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has accepted the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT'S Right of Way Manager.

17. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

18. The Special Provisions, as it may be amended from time to time, shall apply to this Agreement and to all work on the Project. Special Provision Specification 580 can be found: <https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>.

The remainder of this page intentionally left blank.

EXHIBIT "E"
NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE TOWN OF INDIALANTIC

PROJECT DESCRIPTION: Landscaping and Irrigation Improvements at State Road 500 / US 192 from Riverside Drive to State Road A1A / Miramar Avenue

FINANCIAL PROJECT NUMBER (FPN): 442883-2-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

LANDSCAPE ARCHITECT'S CERTIFICATION OF SUBSTANTIAL COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Registered Landscape Architect has been completed in substantial compliance with the Project construction plans and specifications. If any deviations have been made from the accepted plans, a list of all deviations along with an explanation that justifies the reason to accept each deviation will be attached to this Certification. Also, with submittal of this certification, the LOCAL GOVERNMENT shall furnish the DEPARTMENT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT "F"
RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

SUBJECT: Town Indialantic Network & Computer Update Status/Recommendations

Staff Report – Town of Indialantic

Meeting Date: April 12, 2023

Summary:

Based upon the recent status of the town’s computer system and the authorization of Town Council to remediate the situation. Computer Experts a local IT company that is CJIS certified was brought in the remediate the issues of the police department which they have completed. The only other recommendation is to replace their current firewall which has a quote attached. The town server is scheduled to be replaced this year and is in the 2023 adopted budget. Computer Experts has supplied a quote to replace the town server and manage services for the town with different options of these services. They have also supplied a quote for the transfer of the current email host to Microsoft 365 for all town emails to include the current Microsoft licensing of office suite for town work stations. The other item recommend is an email security service (Barracuda) which protects from spam and ransomware to include socially engineered threats such as spear phishing, business email compromise, and account takeover. These service would bring the Town of Indialantic IT system current and allow the management of the town’s system by ID professionals. Mark Mageau, Vice President of Computer Experts will be present to discuss the above matters and answer any questions.

Recommendation:

Approve the purchase of the firewall for the police department, the purchase of replacement server for the remainder of the town, to move the town’s email service to Microsoft 365 to include the office suite as recommended, email security service (Barracuda) and authorize the Town Manger to sign an agreement with Computer Experts to manage the town’s IT systems.

Motion: Approve the purchase of the firewall for the police department, the purchase of a replacement for the remainder of the town, to move the town’s email service to Micsrosoft 365 to include the office suite as recommended, email security service (Barracuda) and authorize the Town Manager to sign an agreement with Computer Experts to manage the town’s IT system.

Submitted by:

Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager



ComputerExperts

We put the Personal in personal computers!
1500 Palm Bay Road, Suite 1 Palm Bay, Florida 32905

Tel (321)726-5977 • Fax (321)722-0735 • website: www.mycomputerexperts.net • email: sales@mycomputerexperts.net

March 30, 2023 (Revised)

Hardware Proposal

Town of Indialantic
216 Fifth Ave.
Indialantic, FL 32903
(321) 723-2242
Attn: Michael Casey

Windows Server

<u>Item Description (Server)</u>	<u>Quantity</u>	<u>Cost/Unit</u>	<u>Ext. Price</u>
ThinkSystem ST-250 w/Intel® Xeon E-2236 3.4GHz Hexa-Core Processor 32GB ECC-Registered Memory (128GB Max) Intel® Xeon Series Server Motherboard (Single CPU) On-Board Ethernet 10/100/1000, (2) 480GB Solid State Hard Drive RAID1 (OS) 8TB SATA Hard Drive (Backup) Microsoft 2022 Server Standard w/ (10) Device CALs Server Tower Chassis w/550W Redundant Power Supply 3 Year Warranty	1	\$ 6,595.00	\$ 6,595.00

*Prices are for hardware only. Installation & setup will be charged by the hour.

Subtotal:	\$ 6,595.00
Tax:	\$ <u>Exempt</u>
Total:	\$ 6,595.00

Options & Upgrades(not included in pricing)

Upgrade to 960GB Solid State Drives	add	\$ 600.00
Upgrade to 3 Year 24/7 4hr Response Warranty (Through Lenovo)	add	\$ 859.00

We propose hereby to furnish goods— complete in accordance with above specifications for the sum of \$ 6,595.00

Payment to be made as follows; Company Check. 50% Deposit due with signed proposal and balance due at installation.

Warranty for parts and labor provided Lenovo after installation. See manufacture warranty for individual parts for additional information.

Seller may withdraw this proposal if not accepted within 5 days. Prices are subject to increase according to availability.

The buyer hereby agrees to pay all collection expenses, including reasonable attorney's fees, expenses, and costs, if it becomes necessary to collect the balance through legal action.

The party signing this agreement hereby agrees to the terms and conditions as stated above. You are authorized to do the work as specified. Payment will be made as outlined above.

Buyer's Signature _____ Date _____

1500 Palm Bay Road, Suite 1, Palm Bay, Florida 32905 (321) 726-5977 or Fax: (321) 722-0735



ComputerExperts™

Full-time IT without the full-time price!
1500 Palm Bay Road, Suite 1 Palm Bay, Florida 32905

Tel (321)726-5977 • Fax (321)722-0735 • website: www.mycomputerexperts.net • email: sales@mycomputerexperts.net

March 30, 2023(Revised)

Hardware Proposal

Town of Indialantic
216 Fifth Ave.
Indialantic, FL 32903
(321) 723-2242
Attn: Michael Casey

Email Security Services

<u>Item Description</u>	<u>Qty.</u>	<u>Cost/Unit</u>	<u>Ext. Price</u>
Microsoft 365 Business Basic Edition Service 1 Year (Police) (\$79 per year current pricing)	22	\$ 79.00	\$ 1,738.00
Email Security Compliance Edition Service prorated thru 12/31/2023 (Police) (\$89 per year current pricing)	22	\$ 67.50	\$ 1,485.00
Microsoft Office 2021 Standard LTSC	10	\$ 489.00	\$ 4,890.00
Microsoft 365 Business Basic Edition Service 1 Year (Town) (\$79 per year current pricing)	11	\$ 79.00	\$ 869.00
Microsoft 365 Business Standard Edition Service 1 Year (Town) (\$160 per year current pricing)	8	\$ 160.00	\$ 1,280.00
Email Security Compliance Edition Service prorated thru 12/31/2023 (Town) (\$89 per year current pricing)	19	\$ 67.50	\$ 1,282.50

*Prices are for hardware only. Installation & setup will be charged by the hour.

Sub Total:	\$11,544.50
Tax:	\$ Exempt
Total:	\$11,544.50

We propose hereby to furnish goods— complete in accordance with above specifications for the sum of \$ 11,544.50

Payment to be made as follows; Company Check; due with signed proposal.

Seller may withdraw this proposal if not accepted within 10 days. Prices are subject to increase according to availability.

The buyer hereby agrees to pay all collection expenses, including reasonable attorney's fees, expenses, and costs, if it becomes necessary to collect the balance through legal action.

The party signing this agreement hereby agrees to the terms and conditions as stated above. You are authorized to do the work as specified. Payment will be made as outlined above.

Buyer's Signature _____

Date _____

1500 Palm Bay Road, Suite 1, Palm Bay, Florida 32905 (321) 726-5977 or Fax: (321) 722-0735



MANAGED SERVICES FOR BUSINESSES.

EXPERT SERVICE PLANS

Indialantic Town and Police Department

Per Month for (33) Devices

Expert Assist
\$1,599

Expert Care
\$2,099

Expert IT
\$2,999

Installation & Configuration	\$250	\$350	\$350
Monitoring Services			
24x7 Availability Monitoring & Alerting	✓	✓	✓
Server Error & Event Log Monitoring	✓	✓	✓
Server Drive Space Monitoring	✓	✓	✓
Backup Monitoring	✓	✓	✓
Application & Database Monitoring	✓	✓	✓
Asset Inventory (Workstations)	✓	✓	✓
Security Services			
User Account Management	✓	✓	✓
Network Firewall Monitoring	✓	✓	✓
Microsoft Patch Management	-	✓	✓
Managed Antivirus and Antispyware	-	✓	✓
Support Services			
Preferred Service Rates	✓	✓	✓
Phone Support (Business Hours)	✓	✓	✓
Remote Support (Business Hours)	✓	✓	✓
Monthly & Quarterly Reporting	✓	✓	✓
Maintenance Services			
Device Configuration Backup	-	✓	✓
Device Error & Event Log Monitoring	✓	✓	✓
Onsite Preventive Maintenance	-	✓	✓
Backup Integrity Checks	-	✓	✓
Advanced Support Services			
Biannual Executive Report & Review	✓	✓	✓
Priority Response Times	-	-	✓
Onsite Service / Support (Business Hours)	-	-	✓
Annual Technology Plans	-	-	✓
3 rd Party Vendor Management	-	-	✓
Firewall/VPN/Router Management	-	-	✓
Asset Management	-	-	✓
Disaster Recovery Planning	-	-	✓
Server & Workstation Migration Service	-	-	-
New Projects & Equipment Installation Service	-	-	-
After Hours Services	-	-	-

SUBJECT: Resolution 03-2023 implementing a Procurement Policy

Staff Report – Town of Indialantic

Meeting Date: April 12, 2023

Summary:

The procurement policy is a broad policy that defines what thresholds require town manager approval and what requires town council approval. It includes provisions for emergency, budget line items, when quotes are required and allows for small items to be procured without town manager approval. Code section 2.4 already requires "Council approval required to obligate town" i.e. the approval of contracts, so that was not included in the policy but can be cross-referenced if necessary.

Councilmember Wright updated the policy based on discussion at the March town council meeting.

Recommendation:

Approve.

MOTION: Adopt Resolution 03-2023.

Submitted by:

Rebekah Raddon

Rebekah Raddon
Town Clerk

Approved for agenda:

Michael L. Casey
Town Manager

RESOLUTION NO. 03-2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO PROCUREMENT; MAKING FINDINGS; PROVIDING A POLICY THEREFORE; PROVIDING DEFINITIONS; SETTING FOR REQUIREMENTS AND PROCEDURES; PROVIDING A METHODOLOGY; 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 a policy regarding the Town's procurement process; and

WHEREAS, the Town Council recognizes that not all procurements require Town Council approval; and

WHEREAS, these regulations shall guide the discussion and approval of new procurements.

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. Purpose and Applicability. The Procurement Policy defines dollar value thresholds for the review and approval requirements, while providing special provisions for public emergencies, to all Town Council Members, Town Manager, Town employees, and Departments in the matters of procurement.

SECTION 3. Purchasing Thresholds and Authority To Purchase.

(a) The Town Manager shall have the authority to purchase, all materials, parts, supplies, equipment and services required by any department or agency of the Town, in dollar amounts of \$20,000.00 or less. The Town Manager shall reflect such individual expenditures exceeding \$5,000.00 in a separate or combined report to the Town Council at the monthly Town Council meeting.

(b) Town Council approval shall be required for purchases in excess of \$20,000.00 for purchases that were not included as a unique line item in the approved Town budget for the applicable fiscal year.

(c) The Town Manager shall have the authority to purchase, all materials, parts, supplies, equipment and services required by any Town department or

agency, in a dollar amount equal to or less than the line item in the approved town budget for the applicable fiscal year.

(d) The Town Manager and/or Finance Director shall approve all purchases in the dollar amount exceeding \$500.00 for instances where a Town employee other than the Town Manager performs the purchase.

(e) In the event of an accident, disaster or other urgent circumstance creating a public emergency, whether officially declared or otherwise, the Town Manager has the authority to award contracts and make purchases in the dollar amount of \$50,000.00 or less for the purpose of responding to such an emergency or urgent event. In the event such action is taken, the Town Manager shall, within 24 hours or as soon as possible in the event that communication systems are disadvantaged, file a report with the Town Council showing the nature of such emergency and the necessity for such action, together with an itemized account of all expenditures.

(1) An urgent event is defined as the repair or maintenance of Town equipment or infrastructure that is critical for supporting first responders or preventing physical injury to Town residents or visitors.

(2) An emergency is generally defined, but not limited to, when Brevard County, State of Florida or US Federal government declares a "state of emergency" that includes the Town of Indialantic.

(f) Small purchases in the dollar amount of \$5,000.00 or less may be made without a competitive bid process, when it serves the best interests of the Town.

(g) Purchases in the dollar amount of greater than \$5,000.00 shall require a minimum of three (3) competitive quotes, except in the case of an emergency.

(1) When it serves the best interests of the Town it is acceptable to use previously awarded equivalent competitive bids from another Florida governmental agency (local, county or state).

(2) Equivalent bids shall be for the same product or services required by the Town.

(3) Equivalent bid issue date(s) shall be no more than 12 non-calendar months old. In all other events, new competitive bids are required.

(4) The source of the funding does not exempt a purchase from this policy. For example, if a purchase is funded through budget, grant, donation or other means it is still subject to this policy and the approvals required.

(5) Purchase dollar amounts are subject to and evaluated by the guidelines of this policy at the aggregate (combined) level for the objective of the overall purchase and cannot be separated, especially in an effort to avoid the thresholds set in this policy. The purchase scope (services and/or materials) and associated dollar amount shall be evaluated at the highest level of the project. For example, if upgrading all computers for a department then the purchase amount shall be evaluated for all

equipment and cannot be sub-divided by type, location or function of equipment or services.

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

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

PASSED by the Town Council of the Town of Indialantic on the ____ day of _____, 2023.

TOWN OF INDIALANTIC, FLORIDA,
A Florida Municipal Corporation

Mark McDermott
Mayor

ATTEST: _____
Rebekah Raddon, CMC
Town Clerk

SUBJECT: Resolution 04-2023 Identity Theft Protection for Affected Parties

Staff Report – Town of Indialantic

Meeting Date: April 12, 2023

Summary:

Councilmember Strand requested the Town provide identity theft protection for current employees, former employees, and elected officials who were victims of identity theft involving the breach of personally identifying information. Resolution 04-2023 would authorize the town manager to execute an agreement for identity theft and credit monitoring services.

Recommendation:

MOTION:

Submitted by:

Rebekah Raddon

Rebekah Raddon
Town Clerk

Approved for agenda:

Michael L. Casey
Town Manager

RESOLUTION NO. 04-2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO EMPLOYEE AND COUNCIL MEMBER BENEFITS; PROVIDING A POLICY THEREFORE; PROVIDING DEFINITIONS; SETTING FORTH REQUIREMENTS AND PROCEDURES; PROVIDING A METHODOLOGY; MAKING AN APPROPRIATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE CERTAIN AGREEMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, cybersecurity breaches have become a major problem for private industry and public governmental entities in this country; and

WHEREAS, the Town Council has determined that there are numerous instances of cybersecurity breaches which result in disruption of credit and identity of customers, business employees, and the general public; and

WHEREAS, many times the exact source of the cybersecurity breach cannot be traced to a particular source or entity; and

WHEREAS, identity theft is an illegal act that may harm individuals affected financially, mentally or emotionally; and

WHEREAS, reputable credit monitoring services exist to assist a person to detect effects of identity theft; and

WHEREAS, restoring a person's identity may require help from a reputable identity restoration professional; and

WHEREAS, in an effort to protect Town employees and to make Town employment more competitive, the Town Council has determined that it is in the public interest to extend additional benefits to employees and Council Members; and

WHEREAS, the Town Council finds that this Resolution is in promotion of the public health, safety, and welfare, of the Town by providing for reasonable additional benefits to employees; to make Town employment more attractive to prospective employees; and to make Town employment more competitive in the open jobs market .

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. Provision of Benefits.

(a) The Town shall offer to past and present Town employees, and Council Members, who were employed or in office as of January 1, 2022 ("Beneficiaries") the following benefits: reputable credit monitoring services and reputable identity restoration services ("Benefits"). Said individuals are not under an obligation to accept or utilize the benefit.

(b) The Town shall pay 100% of these Benefits to which Beneficiaries have accepted the Benefits.

(c) The Benefits shall be offered to Beneficiaries within 14 Town business days of the passage of this Resolution.

[DRAFTER's NOTE: If the Town Clerk determines that being expedient and reasonable to offer this benefit will take more than fourteen days, the Town Clerk shall suggest the number of days when this item is discussed in a public meeting.]

(d) The Town Manager shall assign the responsibility to assist Beneficiaries interested in enrolling in the Benefits to town staff responsible for Human Resources duties.

(e) The Town Manager shall assign the responsibility to coordinate with Benefit providers and to reasonably assist Beneficiaries to properly understand and use the Benefits, to town staff responsible for Human Resources duties.

SECTION 3. APPROPRIATION.

(a) An appropriation to fund the Benefits set forth in Section 2 of this Resolution not to exceed \$2600.00 is hereby made to fund this Benefit to the end of the fiscal year ending September 30, 2023. The appropriation shall be from Life/Health Insurance from the following department funds: Administration 513.2300; Law Enforcement 321.2300; Fire/Rescue 522.2300; Protective Inspection 524.2300; Public Works 541.2300; Enterprise 1 - 545.2300; and Enterprise 2 - 546.2300 to Account 2300 in the amounts to be calculated by Town staff.

[DRAFTER's NOTE: The calculation prepared by the Town Manager is as follows: 9 former employees and 2 new councilmembers which would bring the total cost for 59 individuals at \$7.25 per month to \$427.75 per month for the "Employee Plus Family Pro+

plan” for the remainder of fiscal year would cost \$2,566.50. Some parts of the appropriation will be split between funds, because a few employee positions are funded partially out of one fund and partially out of another fund.]

(b) The Town Manager is directed to prepare an appropriation for the fiscal year budget beginning October 1, 2023 and ending September 30, 2024 for the benefit defined in Section 2. of this Resolution.

[DRAFTER’s NOTE: The council may discuss a section to allow the Town Manager to sign the benefits agreement without having a review by council, provided that the agreement meets the dollar figures herein and passes review by the Town Attorney.]

SECTION 4. Town Manager Authority. The Town Manager is hereby authorized by the Town Council to execute any contracts to implement Section 2. of this Resolution and to provide the Benefits authorized by the Town Council.

SECTION 5. Sunset of Benefit Provision. This Resolution shall sunset on September 30, 2024, at 11:59:59 PM Eastern, unless further renewed by the Town Council.

SECTION 6. 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 6. Effective Date. This Resolution shall become effective upon adoption.

PASSED by the Town Council of the Town of Indialantic on the 12th day of April, 2023.

TOWN OF INDIALANTIC, FLORIDA,
A Florida Municipal Corporation

Mark McDermott
Mayor

ATTEST: _____

April 05, 2023

VIA E-MAIL and Certified Mail

Michael Casey
mcasey@indialantic.com
216 Fifth Avenue
Indialantic, FL 32903

Re:	Insurer:	Florida Municipal Insurance Trust (“FMIT”)
	Insured:	Town of Indialantic (“You”, “Your”)
	Policy No.:	0268
	Policy Period:	10/01/2022 to 10/01/2023
	Claim Ref. No.:	BEAZL100005197929/GC2023110181

Dear Mike:

As you know, I write on behalf of Beazley, which manages the claims under the Cyber Liability and Data Breach Response Coverage Endorsement (the “Cyber Form”) that is part of the above noted Policy (the “Policy”).

This letter supplements Beazley’s claim acknowledgment which reserved Beazley’s rights while Beazley conducts its investigation of this matter, as well as my calls with you on February 7, 2023 and April 4, 2023. This letter also supplements my February 7, 2023 coverage letter. This letter is being sent to your attention; please ensure all appropriate people are notified of its contents.

As we discussed, McDonald Hopkins has advised that Lodestone completed their investigation and will be sending over their final report to McDonald Hopkins for McDonald Hopkins to complete its legal analysis/memorandum. Beazley understands that, based on the forensic investigation, there is no evidence to suggest that the employee tax fraud incident is related to any intrusion to the Town’s systems. Further, there is no indication of unauthorized access to, or theft of, personally identifiable information in the Town’s possession. In light of the foregoing, there is no indication that you have suffered a **Data Breach** or **Security Breach**.

The availability of Notification Services and Credit Monitoring as defined under the Cyber Form, **Breach Response Services** *page 4 of 21*. is “to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**,” and “to provide a credit monitoring, identity monitoring or other solution approved by us to individuals whose **Personally Identifiable information** was potentially impacted by a **Data Breach**.” A **Data Breach** is defined to mean, “the theft, loss, or **Unauthorized Disclosure of Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Member** or a third party for whose theft, loss or **Unauthorized Disclosure of Personally Identifiable Information** or **Third Party Information** the **Member** is liable.” As discussed, it is Beazley’s understanding that you have not suffered the requisite **Data Breach** to trigger coverage for notifications and the provision of a credit monitoring solution.

It is Beazley’s further understanding that you spoke with attorneys Kate Jarrett and Blair Dawson at McDonald Hopkins who explained to you that notifying your employees and offering them credit

monitoring codes could be construed as an admission of liability and could possibly result in litigious action, when this incident has not been determined to involve any **data breach** or **security breach** on your part.

As I further discussed with you, the Assistance and Cooperation clause on your Cyber Form states that “The **Member** agrees not to take any action which in any way increases our exposure under this Agreement[...] The **Member** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgement or award or dispose of any **Claim** without our written consent, except as specifically provided in the Settlement of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.” *See Section VII – General Conditions, Assistance and Cooperation, page 19 of 21.* Here, the voluntary notification and provision of credit monitoring to individuals could be construed as an admission of liability and, as previewed by McDonald Hopkins, could result in litigious actions. For these reasons, Beazley does not recommend you move forward with the voluntary notification of individuals. Beazley respectfully reserves its rights with respect to this clause.

Section VII – General Conditions also contains the Settlement of Claims clause which states in part, “The **Member** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses and Costs** and **Claims Expenses** do not exceed the Retention, provided that the entire Claim is resolved and the **Member** obtains a full release on behalf of the **Member** from all claimants.” While Beazley does not understand that this matter involves a **Claim**, even if it did, your policy contains a \$0 retention.

Conclusion

Please note that the positions set forth above are based on the information available to date. Please understand that Beazley may have other bases upon which to limit or deny coverage for this matter, and Beazley hereby expressly reserves the right to present additional bases at a later time, if necessary, and to consider any additional information you believe is relevant to Beazley’s position. Beazley respectfully continues to reserve all rights under the Cyber Form, the Policy, in equity and at law.

Please do not hesitate to contact me if you have any questions or concerns.



Tyler Longley
Claims Technician – BPS Cyber & Tech | Group Claims
Beazley Insurance Services
CA License #2G55497

Phone: (860) 674-3994
Email: Tyler.Longley@Beazley.com

cc:

Meghan Collins, Beazley
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Brett Kriss, Beazley
Brett.Kriss@Beazley.com

Aaron Prideaux, FMIT
aprideaux@flcities.com

Paul Gougelman, WSH Law
pgougelman@wsh-law.com

AllstateSM
IDENTITY PROTECTION

cyber and identity
protection for a rapidly
changing world



Allstate Identity Protection proposal

Proposal for:

[Allstate.com/AIP](https://www.allstate.com/AIP)

Confidential information. Proposal is subject to change. Terms and conditions apply. Certain features require additional activation. New features outlined herein will not be available until a later date and may be updated or modified prior to availability. Allstate Identity Protection is offered and serviced by InfoArmor, Inc., a subsidiary of The Allstate Corporation.

meet the #1 identity protection benefit* now with **cyber protection**



Comprehensive identity and privacy protection

Members can detect threats to their identity and finances, take control of their data and privacy, get breach intelligence and fraud insights, and stay ahead of the latest security threats. This is total protection for their digital lives.



The best family protection available

Our family plans ensure employees' loved ones are covered without the typical age or residency restrictions. And now, we've expanded family coverage to include parents, grandparents, and in-laws 65+ — regardless of where they live or whether they receive financial support. It's the best way to protect the whole family for less.



Advanced financial protection and \$2M expense coverage†

Identity protection is a critical part of an employee's well-being, and helps secure a brighter financial future. We'll cover many fraud-related expenses, including stolen funds, lost wages, and legal fees. We even reimburse funds stolen from 401(k)s, HSAs, unemployment benefits, and tax refunds, which is crucial today.



Expert remediation and 24/7 support

We make it easy for members to get the assistance they need, whether it's providing helpful resources or expert guidance. Should fraud occur, our specialists fully restore compromised identities, helping members save time, money, and stress. When it comes to remediation, our customer satisfaction score is 99%.



An award-winning benefit

Named Javelin Strategy & Research's 2022 overall **"Best-in-Class"** award winner for B2B identity protection service providers, we're acknowledged as a leader in both B2B prevention and B2B resolution.

*Allstate Identity Protection is the market leader in the employee benefits space.

†Identity theft insurance covering expense and stolen funds reimbursement is underwritten by American Bankers Insurance Company of Florida, an Assurant company. The description herein is a summary and intended for informational purposes only and does not include all terms, conditions and exclusions of the policies described. Please refer to the actual policies for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions.

Product may be updated or modified prior to availability. Certain features require additional activation.

Allstate Identity Protection is offered and serviced by InfoArmor, Inc., a subsidiary of The Allstate Corporation.

plans that flex to fit your needs

Employee-paid plans

Employees appreciate benefits that provide value to their lives. Giving your employees access to Allstate Identity Protection helps you provide a generous benefits package that employees can tailor to their needs.

	Pro+ Cyber	Pro+
Employee		
Employee plus family		

Employer-paid plans

Employer-paid identity protection can help ensure employees proactively monitor their data and devices, which can ultimately protect both the worker and the employer.

	Pro+ Cyber	Pro+
Employee		
Employee plus family		
Family buy-up rate*		

**Paid by the employee, this indicates the monthly rate for enrollment in a family plan when only employer-paid individual coverage is offered.*

Who's covered under a family plan?

Our generous definition of family means family plan coverage extends to:

- the employee's spouse
- the employee's kids of all ages
- any dependent living within the employee's household, or whom the employee supports financially
- deceased family members
- Senior family members age 65+ — such as the employee's parents, in-laws, and grandparents — regardless of where they live or whether they receive any financial support from the participant



Why offer employer-paid identity protection?

Employer-paid identity protection demonstrates to employees that you care about their financial and mental well-being, privacy, and families. And it can help you maintain the competitive edge your business needs. If you are looking to attract and retain the best talent, employer-paid identity protection can help modernize your benefits offering and help you stand out to current and prospective employees. With employer-paid coverage, you can show current and prospective employees you understand their needs, and are fully invested in their future.

Have questions?

at a glance

Product may be updated or modified prior to availability.

Family protection	Pro+	Pro+ Cyber
Protection for family ("under roof, under wallet")**	✓	✓
Senior family coverage (parents, grandparents, and in-laws age 65+)**	✓	✓
NEW FOR 2023 Elder fraud protection**	✓	✓
- NEW FOR 2023 Elder Fraud Center**	✓	✓
- NEW FOR 2023 Scam support**	✓	✓
NEW FOR 2023 Family digital safety tools**	✓	✓
- NEW FOR 2023 Web filtering**	✓	✓
- NEW FOR 2023 Screen time management**	✓	✓
- NEW FOR 2023 Parental monitoring**	✓	✓
- NEW FOR 2023 Location tracking**	✓	✓
Deceased family member coverage†**	✓	✓
Cyber protection*	Pro+	Pro+ Cyber
NEW FOR 2023 Personal computer security		✓
- NEW FOR 2023 Webcam protection††		✓
- NEW FOR 2023 Firewall††		✓
- NEW FOR 2023 Antivirus protection		✓
- NEW FOR 2023 Safe browsing and phishing protection		✓
- NEW FOR 2023 Web filtering		✓
- NEW FOR 2023 VPN		✓
NEW FOR 2023 Password manager		✓
NEW FOR 2023 Network security		✓
Mobile device and app security		5 mobile & desktop devices
Missing and stolen device tools†††		5 mobile & desktop devices
Safety VPN with safe browsing and phishing protection		5 mobile & desktop devices
Wi-Fi security		5 mobile & desktop devices
NEW FOR 2023 Computer protection for the whole family**		✓
Family mobile and desktop device protection**		10 mobile & desktop devices
Identity and financial monitoring	Pro+	Pro+ Cyber
Auto-on monitoring‡	✓	✓
Rapid alerts	✓	✓
ENHANCED Identity Health Status§	✓	✓
Allstate Security Pro SM emerging threats and scam alerts	✓	✓
High-risk transaction monitoring	✓	✓
Credit and debit card monitoring	✓	✓
Bank account transaction monitoring	✓	✓
401(k) and HSA account monitoring	✓	✓
Student loan activity alerts	✓	✓
Financial transaction monitoring	✓	✓
Lost wallet protection	✓	✓
Dark web monitoring for personal data and passwords	✓	✓
Human-sourced intelligence	✓	✓
Social media account takeover monitoring	✓	✓
Sex offender alerts	✓	✓
IP address monitoring	✓	✓
Help Center	✓	✓
Mobile app with biometric authentication security	✓	✓

Privacy and data monitoring	Pro+	Pro+ Cyber
Allstate Digital Footprint SM	✓	✓
- Personalized online account discovery	✓	✓
- Privacy insights	✓	✓
- Privacy management tools	✓	✓
- Data breach notifications	✓	✓
NEW FOR 2023 Robocall blocker	✓	✓
NEW FOR 2023 Ad blocker	✓	✓
Solicitation reduction	✓	✓
Credit	Pro+	Pro+ Cyber
Tri-bureau credit monitoring	✓	✓
Credit score tracking	✓	✓
Unlimited TransUnion credit scores	✓	✓
Annual tri-bureau report and score	✓	✓
Credit freeze assistance	✓	✓
Credit lock (adults & minors)	✓	✓
Credit report disputes	✓	✓
Restoration	Pro+	Pro+ Cyber
U.S.-based, 24/7 customer care	✓	✓
Full-service remediation support	✓	✓
Remediation for pre-existing conditions	✓	✓
NEW FOR 2023 Fraud resolution tracker	✓	✓
Specialized unemployment fraud support	✓	✓
Unemployment Fraud Center	✓	✓
Stolen tax refund advance	✓	✓
Financial protection	✓	✓
- Identity theft expense reimbursement [†]	\$1M individual / \$1M family	\$1M individual / \$2M family
- Stolen fund reimbursement [†]	Up to \$1M	Up to \$1M
- 401(k)/HSA fraud reimbursement [†]	Up to \$1M	Up to \$1M
- Deceased family member fraud expense reimbursement [†]	\$1M individual / \$1M family	\$1M individual / \$2M family
- Home title fraud expense reimbursement [†]	Up to \$1M	\$1M individual / \$2M family
- Professional fraud expense reimbursement [†]	Up to \$1M	\$1M individual / \$2M family
- Personal ransomware expense reimbursement [†]		\$1M individual [§] / \$2M family [§]
- Stolen wallet emergency cash [†]	Up to \$500	Up to \$500
Tap-to-call from mobile app	✓	✓

Personal devices covered include laptops, tablets, computers, and mobile phones, in addition to other smart/connected devices such as TVs, game consoles, appliances, thermostats, home security systems, and virtual assistants.

††Windows only

†††Android devices only

‡Level of automatic monitoring dependent on enrollment method and information shared with Allstate Identity Protection

§ Available 1/1/2023

**Only available with a family plan.

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Certain features require additional activation. Ransom payments are not reimbursed. Allstate Identity Protection is offered and serviced by InfoArmor, Inc., a subsidiary of The Allstate Corporation.

we offer more solutions for today's threats



Family protection

NEW FOR 2023 Elder fraud protection**

Participants can help safeguard elderly family members from threats to their identity and finances with new features designed specifically for seniors. We've created the Elder Fraud Center, a helpful online resource hub for older people, their families, and caretakers to understand and protect against scams and online threats. Our Identity Specialists can also provide specialized support for participants' older family members to identify and resolve scams, fraud, and other threats to their identity and finances. And we'll work with families and caretakers to create a game plan for proactive protection.

NEW FOR 2023 Family digital safety tools**

Our new suite of family digital safety tools help parents manage and monitor their children's digital devices, so they can help protect their online lives. Our tools monitor 30+ of the most popular apps and social media platforms, including text messaging and email, helping participants set healthy limits around how and when kids use their devices. Tools include:

- Web filtering for categories of websites or specific types of websites to ensure your children are safely browsing online
- Screen time management
- Parental monitoring for apps used, websites visited and search history
- Parental control for app downloads and use
- Location tracking

Cyber protection

Available with Allstate Identity Protection Pro+ Cyber

NEW FOR 2023 Personal computer security

Comprehensive personal computer security features to protect against online threats such as viruses, phishing attacks, and malware. And with a family plan, employees can extend that protection to their children, elderly parents, and other loved ones.

NEW FOR 2023 Webcam protection**

Whether it's built-in hardware or an accessory, webcams can be especially vulnerable to cybercrime, giving hackers eyes and ears wherever an employee accesses their device. Webcam protection is designed to safeguard against malware that could hijack the webcam.

NEW FOR 2023 Firewall**

Participants can help protect themselves as they browse the internet with a barrier between their device and incoming or outgoing network traffic.

NEW FOR 2023 Antivirus protection

Participants can defend their personal computer against threats such as viruses, worms, trojans, adware, and other malicious software.

NEW FOR 2023 Safe browsing and phishing protection

Users can block malicious links from a website, email, or other communication, so that cybercriminals posing as reputable businesses can't steal login credentials, gather PII, or install malware on their device.

NEW FOR 2023 Web filtering

Users can disable browsing to certain types of websites, such as social media or gambling.

NEW FOR 2023 VPN

Everything you do online leaves a trail of data that could expose you to risk. Our VPN protects our participants' privacy by anonymizing their online activity, so bad actors can't monitor or intercept their data. Users will also be protected on unsafe networks.

NEW FOR 2023 Password manager

Using the same password across multiple sites can increase the risk that it will be compromised. With the password manager, users can safely create and store passwords, and seamlessly use them online. It encrypts all stored username, password, and credit card information to help keep it secure.

Network security

Cybercriminals can target an employee's Wi-Fi network to access information on their computer, use their internet service for free, and potentially use their network to commit crime. Our network security feature protects a participant's home Wi-Fi network and the devices that are connected to it, such as personal computers, tablets, smartphones, and smart home devices.

Mobile device security

Tools designed to safeguard a user's data and devices so they can keep enjoying what technology adds to their life. Coverage extends to up to 5 devices with an individual plan and up to 10 devices with a family plan.

Mobile device and app security

Our scan monitors participant's devices for a variety of threats, including malware, spyware, spam, viruses, and other digital threats. Users receive software update reminders, indicating when the update contains a security fix. We'll even alert users if their device has been "rooted" or jailbroken. Our scan also ensures that participants who are Android users can easily take action if a threat is detected in an app.

Missing and stolen device tools^{†††}

Users get an alert if their device has been stolen, including an email with a photo and the last-known location of the device. Also, users can remotely lock their device, sound an alarm through their device, post a custom message, and even erase their data.

Safety VPN with safe browsing and phishing protection

This mobile tool blocks access to malicious websites and suspicious links in emails, texts, or social media as a user browses on their device, to help them avoid phishing or other attempts to steal their personal data.

Wi-Fi security

Auto-triggered health checks on any Wi-Fi networks that connect to your mobile device, alerting the user when a network is dangerous and puts their data or device at risk.

Family mobile device coverage^{**}

Participants opting for a family plan can cover up to ten mobile and desktop devices with our cyber protection features. Plus, users can easily add cyber coverage to their child's devices without giving the child access to their member account.

Identity and financial monitoring

Allstate Security ProSM

We provide real-time, personalized content about heightened security risks. Alerts leverage internal data and proprietary algorithms to inform participants about emerging threats, how those threats may affect them, and what steps they can take to better protect themselves.

High-risk transaction monitoring

We send alerts for non-credit-based activity that could indicate fraud, such as a wire transfer or an electronic document signature that matches a participant's information.

Credit monitoring and alerts

We alert for transactions like new inquiries, accounts in collections, new accounts, and bankruptcy filings. We also provide credit monitoring from all three bureaus, which may make spotting and resolving fraud faster and easier.

Financial transaction monitoring

Alerts triggered from sources such as bank accounts, credit and debit cards, 401(k)s, and other investment accounts help participants take control of their finances.

Lost wallet protection

Participants can store critical information in their secure portal, which conveniently holds important information from credit cards, credentials, and documents. Should they lose their wallet, they'll be able to easily access and replace the contents.

TOP FEATURE Dark web monitoring

In-depth monitoring goes beyond just looking out for a participant's Social Security number. Bots and human intelligence scour closed hacker forums for compromised credentials and other personal information. Then we immediately alert participants who have been compromised. Users can track:

- Social Security number
- Medical ID number
- Email login and password
- IP address
- Credit card numbers
- Gamer credentials
- Debit card numbers
- Other sensitive information they choose to monitor
- Driver's license number

Comprehensive monitoring and alerts

Our proprietary monitoring platform detects high-risk activity to provide rapid alerts at the first sign of fraud, so participants can detect fraud at its earliest sign, enabling quick restoration for minimal damage and stress.

Mobile app with biometric authentication security

Access the entire Allstate Identity Protection portal on the go! Available for iOS and Android.

Social media account takeover monitoring

Participants can add their and their family's social media accounts and get notified of suspicious activity that could indicate hacking or account takeover. They can even add YouTube accounts and we'll monitor comments for cyberbullying, threats, and explicit content.

Sex offender alerts

We'll notify participants if a sex offender is registered in a nearby area.

NEW FOR 2023 Help Center

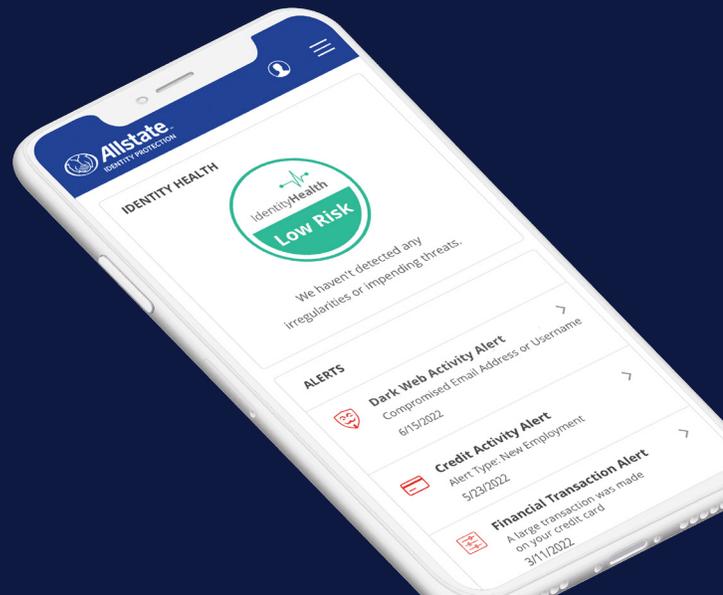
Our portal and mobile app include an interactive Help Center where participants can quickly search for answers to questions they have. They'll find clear definitions and easy-to-follow instructions, plus proactive steps they can take to help them protect themselves.

IP address monitoring

We look for malicious use of our users' IP addresses. IP addresses may contribute to a profile of an individual, which — if compromised — can lead to identity theft.

TOP FEATURE Identity Health Status⁵

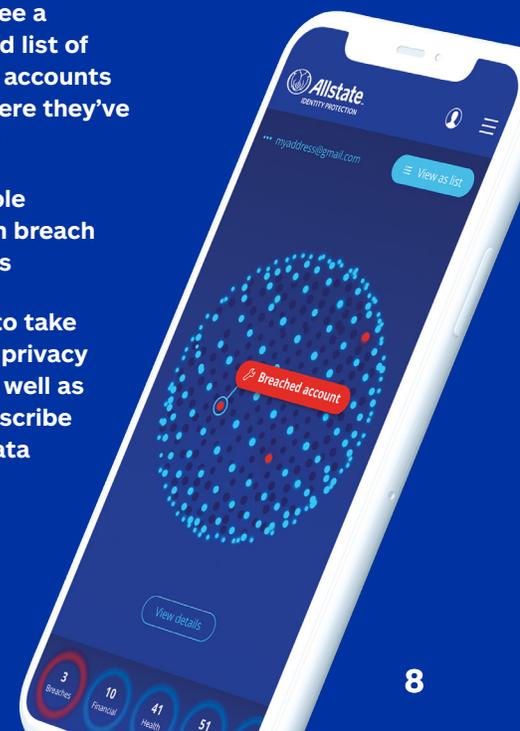
A unique tool, viewable within the Allstate Identity Protection portal and in a participant's monthly status email, that communicates a snapshot of their overall identity health risk level. Our enhanced algorithm and deep analytics help us spot fraud trends quickly and alert users, to help them stay one step ahead. New enhancements provide personalized tips and information to help users understand and improve their identity health.



TOP FEATURE Allstate Digital FootprintSM

The internet knows a lot about you, but it doesn't have to. Our unique tool is a better way to see — and help manage — personal data. Now, users can see where their personal information lives online, so they can take action and help protect it.

- ✓ Users can see a personalized list of their online accounts to track where they've been online
- ✓ Spot possible threats with breach notifications
- ✓ Learn how to take action with privacy insights, as well as send unsubscribe or delete data requests to companies



Privacy and data monitoring

Data breach notifications

We send alerts every time there's a data breach affecting participants so they can take action immediately.

NEW FOR 2023 Robocall blocker

Robocalls persist, despite the Do Not Call Registry and regulatory restrictions. These calls can pose a risk to employees and their elderly family members, as many are scams with the goal of soliciting personal information or money. The robocall blocker can help intercept scam and telemarketing calls before they reach our participants.

NEW FOR 2023 Ad blocker

Members can set up automated blocking for unwanted advertisements, prevent data gathering by online trackers, and whitelist websites they trust.

Solicitation reduction

Opt in or out of the National Do Not Call Registry, credit offers, and junk mail.

Credit

Credit assistance

Our in-house experts will help participants freeze their credit files with the major credit bureaus. Users can also dispute credit report items from our portal.

Restoration

Best-in-class customer care

Should fraud or identity theft occur, our in-house customer care specialists are available 24/7 to help participants restore compromised identities, even if the fraud or identity theft occurred prior to enrollment. Our expert team is highly trained and certified to handle and remediate every type of identity fraud case. When resolving complex cases of identity theft, our satisfaction score is an industry-leading 99%. We fully manage customers' restoration cases, helping them save time, money, and stress.

††Windows only

†††Android devices only

§ Available 1/1/2023

*does not cover cyber ransom payments to hackers

**Only available with a family plan. Allstate Identity Protection's coverage definition can be aligned with client's benefits eligibility. Contact your Allstate Identity Protection representative for more details.

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NEW FOR 2023 Fraud resolution tracker

We've even added a new fraud resolution tracker, designed to make it even easier to communicate with our Identity Specialists, should a participant experience fraud. With the tracker, users will be able to see the status of their case, communicate with their Identity Specialist and securely share and retrieve documents, to facilitate even faster resolution.

Unemployment Fraud Center with dedicated support

Our unemployment fraud center ensures that victims have the tools and support they need for a quicker and easier resolution of their case, saving time and stress. Our dedicated specialists are available 24/7 to help them unravel unemployment fraud.

TOP FEATURE Up to \$1 million identity theft expense and stolen fund reimbursement†

If your employees fall victim to fraud, we will reimburse their out-of-pocket costs.† Participants can also get expense reimbursement for out-of-pocket costs due to home title fraud or professional fraud.† And we'll reimburse stolen funds up to \$1 million.† Coverage includes funds stolen from:

- Employee HSA, 401(k), 403(b), and other investment accounts that traditional banks may not cover
- SBA loans
- Unemployment benefits
- Tax return refunds

Allstate Identity Protection will even reimburse stolen tax return refunds.

Participants in an Allstate Identity Protection Pro+ Cyber plan, can rely on expanded financial protection. They'll get the same stolen funds reimbursement coverage as Pro+, as well as up to \$2 million identity theft expense and stolen fund reimbursement for out-of-pocket costs due to home title fraud, professional fraud or ransomware* on their personal devices.†

Stolen wallet emergency cash†

We'll reimburse participants up to \$500 for cash they had in their wallet when it was lost or stolen, after providing a police report.

IMPLEMENTING YOUR BENEFIT

our priority is ensuring the smoothest experience possible



Seamless, one-on-one implementation

Our goal has always been to make onboarding simple. That's why so many of our clients call us their easiest-to-work-with benefit provider.

Each new client has a dedicated implementation team through the entire onboarding process. From platform connections and billing, to marketing, training, and demos, our dedicated representatives ensure a positive experience from beginning to end.

Dedicated account management

Our unrivaled team of account managers are aligned to our clients' every business need. Their goal is to maximize the return on your investment.

To ensure both employers and employees are getting the most out of their benefit, we provide meaningful data and customized reports. And we're never out of touch — account managers remain the key point of contact for the entirety of the client lifecycle.



Your business model of delivering employee benefits, your hyper-focus on security, the incredibly easy and fast implementation we needed to have done in record time, your ability to adapt to our needs... [choosing Allstate Identity Protection] really came down to us **feeling like we were not just a number**. We had a dedicated team, and we saw that from the very beginning.

— Employee Benefits Product Manager for an organization of 20,000+ employees

190+
platform connections

24-hour
processing of all
enrollment files

Average 250+
successful launches
per implementation
director

1:1
dedicated account
manager

Max ROI
employee utilization
reports and client
reporting

OUR PARTNERSHIP VISION

there for you every step of the way

You help your employees grow and succeed in business and life. But identity theft puts that at risk. In fact, one out of every six of your employees may face identity fraud or theft.¹ That's why Allstate Identity Protection is here to help at every step — quickly and efficiently, with no hassles. So that you are not only helping them to succeed in business, but to protect what they've worked so hard for.

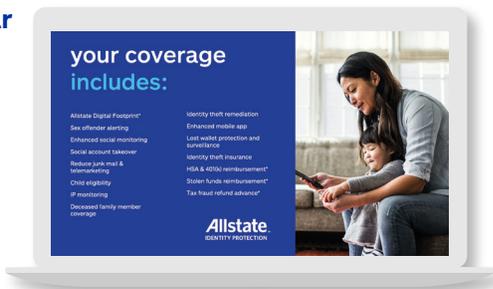
Pre-enrollment tools

Benefit fair materials educate the employee on identity theft

Booth signage



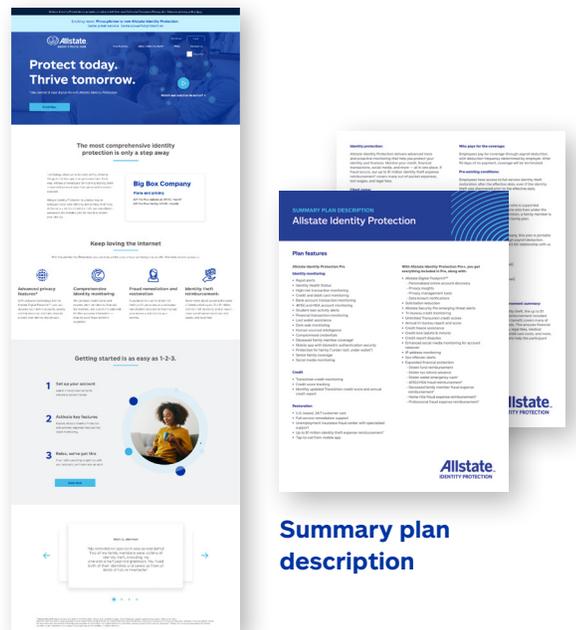
Webinar



Open enrollment tools offer targeted communication to increase benefit participation



Bi-fold mailer



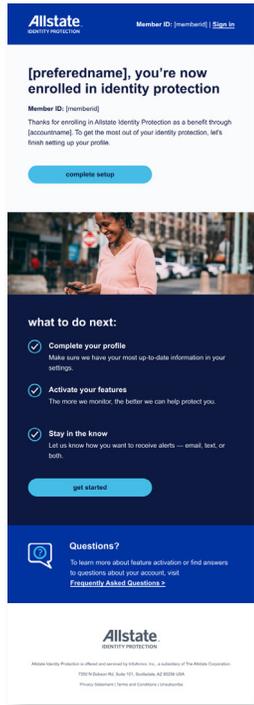
Summary plan description

Client microsite

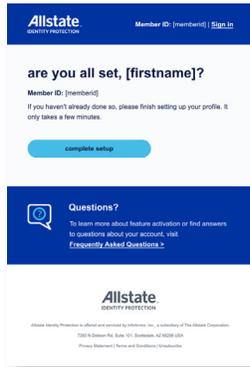
Creative is for illustrative purposes only
 1: Javelin Strategy & Research, "2021 Identity Fraud Study: Shifting Angles," 2021

Post-enrollment support

Easy-to-use communications increase employee login and utilization

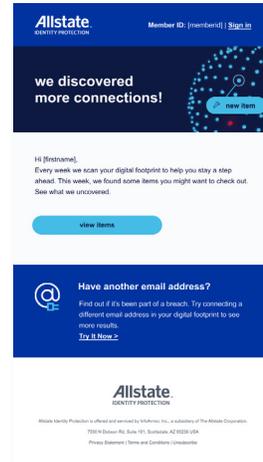


Welcome email

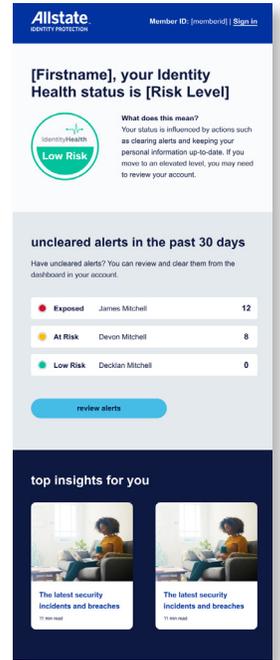


Follow-up welcome email

Notifications allow participants to assess their risk and learn how that risk might impact them



Allstate Digital Footprint email

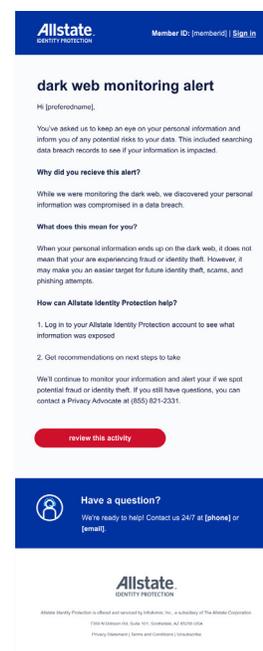


Monthly status email

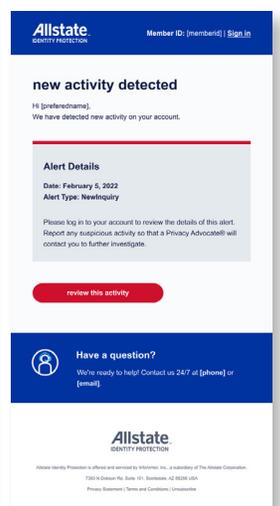
Unique content about heightened security risks, based on our proprietary data



Ongoing consumer education



Breach alerts



Credit and identity monitoring alert

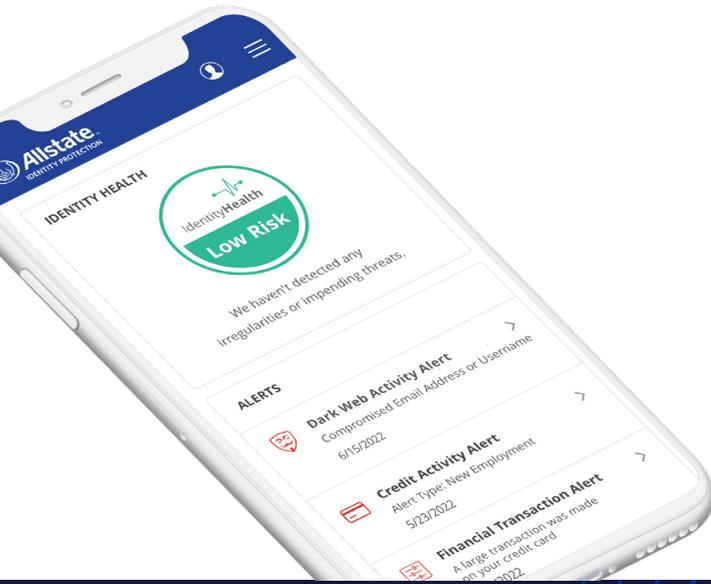


Explainer videos

Cyber protection

Available with Allstate Identity Protection Pro+ Cyber

- ✓ Mobile device and app security alerts
- ✓ Safe browsing and phishing protection



White-glove remediation and resolution

if fraud or theft should occur

We work to ensure there is no lasting damage. Whether the fraud has a financial, medical, or credit impact — we don't stop until we make things right. Plus, we guarantee:

- ✓ U.S.-based specialists focused on helping, not upselling
- ✓ Dedicated Restoration Specialist from start to finish
- ✓ No customer service production quotas
- ✓ No artificial limit on phone calls, no wrap up time
- ✓ Resolution covers pre-existing fraud for no extra cost

“

The alerts I receive keep me informed about not only my own coverage but also that of my dependent children. I sleep well, reassured that my family's credit and sensitive information are protected.

—Allstate Identity Protection customer

“

When my identity was stolen, the support provided in clearing things was phenomenal. I don't think I could have gotten through this without your assistance.

—Allstate Identity Protection customer

Creative is for illustrative purposes only.

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you've got questions, we've got answers

Why would our company want to offer identity monitoring, when employees could get coverage from other companies or credit monitoring through their credit card(s)?

While other companies might provide basic identity protection coverage or credit monitoring, Allstate Identity Protection provides comprehensive privacy management. Our innovative tools and proactive monitoring help members manage and protect the personal information they and their families share with companies while shopping, banking or using social media.

Unlike other less extensive services, our in-house experts are available 24/7 to fully take on remediation and restoration in the event of fraud or identity theft. Resolving a theft incident can be expensive and time-consuming — on average, it takes over 100 hours to remedy identity theft — so having coverage that includes 24/7 support for remediation and restoration is essential for minimizing employee absenteeism and helping prevent a loss in productivity.¹ Employees also value voluntary benefits, because they are often able to purchase them through their employer at a lower group rate compared with the prices for coverage on the individual market.

Why should we offer identity monitoring as a benefit? Is it valuable for everyone?

Identity monitoring can safeguard an employee's privacy, lessen the occurrence and impact of fraud and identity theft, and support their overall financial wellness. 1 in 6 Americans were impacted by identity theft in 2020.² Everyone is at risk of having their personal data exposed, so identity protection has broad appeal — it's applicable to everyone, regardless of their age or role in your company.

How does your employee identity monitoring benefit protect us as a company?

Helping your employees protect their privacy increases your company's security posture.

Are employees still covered if they leave the company?

Yes, employees can port their coverage if they leave the company. We maintain employee information for 90 days beyond termination to ensure seamless portability.

Read more FAQs, [click here.](#)



**More questions?
Ask away!**

[Allstate.com/AIP](https://www.allstate.com/AIP)

AllstateSM

IDENTITY PROTECTION

Allstate Identity Protection
7350 N Dobson Road, Suite 101
Scottsdale, AZ 85256
Email: sales@aip.com

800.789.2720
Allstate.com/AIP

Agenda item E. 5

SUBJECT: Data Breach Forensics Report and Legal Response

Staff Report – Town of Indialantic

Meeting Date: April 12, 2023

Summary:

Councilmember Strand requested a data breach forensics report and legal response be added to the agenda for discussion.

Recommendation:

MOTION:

Submitted by:

Approved for agenda:

Rebekah Raddon

Rebekah Raddon
Town Clerk

Michael L. Casey
Town Manager

Memorandum

McDonald Hopkins

A business advisory and advocacy law firm®

PRIVILEGED AND CONFIDENTIAL
ATTORNEY WORK PRODUCT

To: Michael Casey
Town of Indialantic

From: Blair L. Dawson, FIP, CIPP/US, CIPP/E, CIPM
Kate Jarrett
McDonald Hopkins

Date: April 7, 2023

Re: Town of Indialantic – Risk Assessment and Legal Analysis of Fraudulent Tax Filing
Incident

BACKGROUND INFORMATION, FACTS, AND ENGAGEMENTS

Town of Indialantic engaged McDonald Hopkins PLC (“McDonald Hopkins”) to assist in the legal analysis of and response to fraudulent tax filings that affected various employees of the Town. The Town was alerted to this activity on or around January 26, 2023.

In response to the incident, McDonald Hopkins engaged Lodestone, a computer forensics firm, to perform a forensic investigation to determine whether the fraudulent tax filings were the result of any unauthorized access to, acquisition of, or exfiltration of personally identifiable information (“PII”) from the Town’s email environment or network. Lodestone has provided a summary of its findings to the Town.

The purpose of this memorandum is to determine whether the Town has any notification obligations under the state of Florida’s data breach notification statute, **Fla. Stat. § 501.171**.

FORENSIC ANALYSIS AND FINDINGS

Lodestone’s forensic investigation and findings are summarized below.

- Lodestone analyzed available logs and systems relevant to the Town’s network and email environment.
- The analysis was conducted by Lodestone between the dates of February 22, 2023, and March 15, 2023, to identify any indicators of compromise or malicious activity in the systems.
- Logging provided by the email platform utilized by Town of Indialantic did not provide the requisite logging required to determine if any Client email accounts had been compromised.

- The Town of Indialantic uses a vendor-managed BSA server for billing, based on discussions with BSA, there is no evidence of unauthorized access or data compromise.
- Forensic artifacts were extracted from the in-scope evidence and analyzed for suspicious activity and evidence of unauthorized access. Artifacts examined from the file system pertaining to recent and historical program execution, web browser history, system and security event logs, and Windows Registry database entries did not yield any indicators of compromise. The presence of malicious applications, programs, or services was not detected.
- Based on the evidence analyzed during the investigation, Lodestone concluded that no indications of unauthorized access were noted on the Town of Indialantic network. Furthermore, no signs of malware were noted that could have been utilized to exfiltrate Town of Indialantic data.

A copy of Lodestone’s forensic report is attached as **Exhibit A**.

LEGAL ANALYSIS – FLORIDA LAW

This incident was analyzed under Florida law for illustrative purposes, given the Town is located in Florida. Notification (to affected individuals, regulators, and media) is required under Florida’s data breach notification statute when there has been a “breach of security” impacting “personal information.” The facts here do not fit either definition and therefore notice is not required under the statute.¹

“Breach of Security” and “Personal information” Defined

Fla. Stat. § 501.171(a) defines “breach of security as:

The “unauthorized access of data in electronic form containing personal information.”

Fla. Stat. § 501.171(g)(1) defines “personal information” as:

- (a) An individual’s first name or first initial and last name in combination with any one or more of the following data elements for that individual:
- A Social Security number;
 - A driver’s license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;
 - Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

¹ Notification obligations are determined by the states of residence of the individuals whose information was potentially exposed and not where an entity is located. Nevertheless, none of the states’ breach notice laws are triggered by this incident.

E. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

(b) A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

As discussed above, Lodestone's forensic investigation did not observe any evidence demonstrating unauthorized activity including access or acquisition of data from the Town's systems. Specifically, forensic analysis of the available forensic evidence identified no signs of unauthorized connections, malware or evidence of data exfiltration.

Thus, because this incident did not involve the "unauthorized access of data in electronic form containing personal information," Florida's data breach notice law is not triggered.

CONCLUSION

Based on the facts set forth above, Lodestone's forensic investigation, and the legal analysis conducted herein, notice of this incident is *not* required to any individuals, the media or federal/state regulators.

Records of this incident should be maintained for five (5) years.

Exhibit A



Executive Summary Report

March 2023

Town of Indialantic

McDonald Hopkins LLC

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Executive Summary

On February 22, 2023, McDonald Hopkins engaged Lodestone on behalf of its Client, Town of Indialantic. Lodestone provided an Assumed Breach Analysis (ABA), a Business Email Compromise Investigation, and the potential examination of a vendor controlled BSA server as described below under the direction of Counsel.

Lodestone was tasked with providing an ABA service as described within this report under the direction of Counsel to perform the following activities:

- Threat hunting for evidence of compromise across the Town of Indialantic environment.
- Identification of any malicious activity, regardless of origin, in systems analyzed.
- Reporting the resulting findings and insights into the Client's current state of security to equip Town of Indialantic with information to strengthen its security posture.

Based on the evidence analyzed during the ABA, Lodestone concluded that no indications of unauthorized access were noted on the Town of Indialantic network. Furthermore, no signs of malware were noted that could have been utilized to exfiltrate Town of Indialantic data.

Additional details of the assumed breach methodology and analysis performed are detailed in the subsequent sections of this report.

The 3rd party email system utilized by Town of Indialantic did not provide adequate logging to determine if a potential breach took place on any Town of Indialantic email accounts.

The vendor control BSA billing system used by Town of Indialantic did not provide a means to extract a forensic image for analysis. Based on discussions with the vendor that controls this system, Lodestone has determined that this system was not breached by unauthorized parties.

Assumed Breach Methodology

Threat hunting and analysis was performed by Lodestone to identify any indicators of compromise or suspicious activity within the full Town of Indialantic environment.

The subsections below detail the procedures and methodologies used by Lodestone to identify key findings and arrive at the conclusions described in this report.

Artifact Acquisition

Using industry standard tools and software, Lodestone performed a forensic acquisition of relevant artifacts. If applicable, additional sources were uploaded to Lodestone's secure repository via Secure File Transfer Protocol (SFTP). All artifacts were onboarded into Lodestone's forensic lab environment for analysis.

The Attack Life Cycle

As part of the ABA, Lodestone searched for potential evidence at every step of the attack life cycle. This life cycle was developed based on the hundreds of incident response investigations performed by Lodestone's Digital Forensics and Incident Response (DFIR) capability, open-source intelligence (OSINT), and research into typical breaches based on the Client's industry.

Lodestone identified what activities a threat actor would need to perform within the Client's in-scope environment to achieve each step in the attack life cycle. Then, Lodestone searched the acquired artifacts for any indicators that such activity occurred.

The attack life cycle relevant to Lodestone's ABA consists of the stages described in the subsections below.

Initial Access

The first step in any intrusion, initial access represents a threat actor's first successful foothold into a victim's environment. This could consist of the exploitation of a vulnerability to establish a web shell on a system, a compromise of an existing user account within the environment, a malicious email attachment, or other malicious strategies.

Persistence

Once initial access to a victim's environment has been established, the threat actor has successfully "broken in" – that access, however, can be tenuous. A security appliance attempting to block malicious activity or even a misconfiguration on the attacker's side can cause them to lose their foothold. To maintain access if they are kicked out or otherwise disconnected from the compromised system or account, threat actors often work quickly to establish persistence of their access. This enables them to re-establish a connection quickly and easily in case it is lost, providing a "backdoor" into the victim's environment.

Reconnaissance

After a threat actor has gained access to a victim's environment and secured that access via persistence, they can perform searches from within. This may include running tools that allow them to better map out and understand the network, identifying accounts with special privileges that allow them to perform more actions, or identifying where the most (or most valuable) data is stored by their victim.

Privilege Escalation

A common threat actor strategy is to increase their influence on a victim's environment by escalating the privileges of accounts they have access to. This might include assigning administrator privileges to an existing, compromised account, or identifying high-privilege accounts to target. With additional privileges, threat actors can access data and areas of the network that may otherwise be restricted and perform malicious activities that have a greater effect on the environment overall.

Lateral Movement

Once a threat actor has gained access to an environment, lateral movement enables them to compromise more of the environment by spreading malware or simply gaining access to additional systems and additional data. This is particularly important for attacks such as ransomware attacks, where lateral movement enables more systems to be encrypted and held for ransom.

Exfiltration

One of the greatest dangers businesses face when they suffer a cyberattack is the loss of data. Whether it is proprietary data or protected customer information, unauthorized exfiltration can have serious financial, reputational, and regulatory consequences for the victim. Within the cyberattack life cycle, this is often one of the last steps – once valuable data has been identified and accessed, a threat actor may compress or otherwise package the data to be stolen and transfer it out of the environment through several different techniques.

ABA Details

Lodestone's findings as detailed in this report are based exclusively on the artifacts available and provided by the Client at the time of the ABA, as well as interviews held with the Client's representatives. This may not be inclusive of the present state of the environment.

Scope

Lodestone collaborated with Counsel and their Client to define the scope of this ABA. The resulting scope was determined to include the following:

- Full Town of Indialantic network

Results

Digital forensic analysis was performed by Lodestone to hunt for indicators of compromise across the Town of Indialantic environment. The details of the resulting findings and conclusions are described in the subsections below.

Initial Access

Lodestone has pinpointed several common artifacts produced by threat actors, regardless of their strategy, when an initial intrusion vector is obtained. These include:

- **Macro malware** – Macros embedded into Microsoft Office documents, while often legitimate, can be used to execute malicious code on a system via the download of additional malware or creation of a backdoor. Lodestone reviewed several forensics artifacts to collect a list of macro-embedded documents within the Town of Indialantic environment. Statistical analysis was then used to review this information for abnormal filenames or locations for macros.
- **Follina** – Follina is the common name for CVE-2022-30190, a vulnerability that allows a specially crafted Word or Rich Text Format (RTF) file to download and execute malicious code. Lodestone reviewed runtime artifacts to search for execution chains indicative of this exploit.
- **Abnormal logons** – Authentication is often required to perform actions within any given system. Lodestone collected logins associated with Town of Indialantic's endpoints to search for abnormal activity. Statistical and contextual analysis was used, focusing on any known compromised accounts, failed logins, and any abnormal usage of system or service accounts.
- **Visual Basic Script (VBScript)** – VBScript is a scripting language that can be used in Microsoft Windows to manage and otherwise administrate systems. VBScripts are often used in Trojan malware. Lodestone searched for files and artifacts surrounding the language and performed analysis to identify any abnormal usage of VBScripts.
- **PowerShell** – PowerShell is a built-in Windows task and configuration management software. It can be used by administrators and threat actors to perform numerous actions, including establishing initial access. Lodestone reviewed all PowerShell records available within the Town of Indialantic environment to identify any malicious or abnormal activity.

- **Remote Desktop Protocol (RDP) software** – Once credentials are compromised, a common method of authentication is RDP software or similar (e.g., TeamViewer, Screen Connect). In some cases, users are tricked into installing and allowing remote desktop software specifically for use by the threat actor. Lodestone reviewed and collected artifacts surrounding the usage and existence of such tools, confirming the legitimacy of any observed with the Client.
- **Server and application vulnerabilities** - Various web-facing applications may be vulnerable to direct attack. While the outcome of these attacks can vary, some can enable remote code execution and, in turn, allow a threat actor to gain initial access. Lodestone reviewed commonly available system-based server logs for evidence of known successful attack patterns and vulnerabilities within the Town of Indialantic environment.

Lodestone identified no findings related to initial access.

Persistence

There are several artifacts commonly produced by malicious activity intended to establish persistence following an initial intrusion. These include:

- **Services** – Services can be used to load processes and libraries in the background upon system boot, user login, or other triggered conditions. This can be used by threat actors to establish persistence via tools such as Cobalt Strike. Lodestone checked service records for any services created during the period of interest to run suspicious processes.
- **Tasks** – Tasks can be used to schedule program or script launches at specified times or time intervals. Threat actors may utilize these to schedule beaconing activity to command and control (C2) servers to attack controlled systems. Lodestone searched for task creation and task execution to identify any abnormal tasks or activity performed.
- **Startup items** – Startup items are contained in a folder, the contents of which are automatically run when a system is started. Lodestone checked startup items folders to identify any unusual or suspicious programs therein.
- **Windows Management Instrumentation (WMI)** – WMI can be used to automate administrative tasks through scripts or applications. Lodestone analyzed WMI logs and execution artifacts for evidence of suspicious executions.
- Additional execution artifacts (e.g., Prefetch, User Assist, PowerShell)

Lodestone identified no findings related to persistence.

Reconnaissance

Lodestone has identified several categories of artifacts commonly produced when a threat actor is performing reconnaissance. These include:

- **Services** – Windows services are one of the most commonly-used methods of establishing persistence, as they allow a script or file to be repeatedly run. Lodestone reviewed both historical evidence of service creation as well as currently installed services to identify suspicious script execution or abnormal file paths as they may relate to the execution of Reconnaissance tools.
- **Tasks** – Scheduled tasks is a native function that performs actions based on pre-specified triggers. Threat actors often use these to execute malicious code or software. Lodestone reviewed both historical evidence of task creation as well as currently scheduled tasks to identify suspicious execution or abnormal file paths as they may relate to the execution of Reconnaissance tools.
- **Startup items** – Windows maintains several locations, registry keys, and other methods of natively running code or applications at startup. Lodestone collected and reviewed the artifacts associated with these methods to uncover evidence of script execution or abnormal service file paths as they may relate to the execution of Reconnaissance tools.
- **WMI** – WMI enables system administrators to perform tasks locally and remotely. It can also enable code to be executed on startup. Lodestone reviewed both the associated event logs and files for evidence of malicious code or software calls based on time frame and code contents as they may relate to the execution of Reconnaissance tools.
- **Additional execution artifacts** (e.g., Prefetch, User Assist, PowerShell) as they may relate to the execution of Reconnaissance tools.

Lodestone identified no findings related to reconnaissance.

Privilege Escalation

There are several artifacts commonly produced by malicious activity intended to escalate privileges for compromised or malicious accounts. These include:

- **Services** – Threat actor may search for services run by the computer itself (i.e., “System”) and insert their own malicious binaries therein. This causes an otherwise benign service to execute malicious programs or code. Lodestone reviewed these Services as they may relate to the execution of privilege escalation tools.
- **Tasks**– Scheduled tasks is a native function that performs actions based on pre-specified triggers. Threat actors often use these to execute malicious code or software. Lodestone reviewed both historical evidence of task creation as well as currently scheduled tasks to identify suspicious execution or abnormal file paths as they may relate to the execution of privilege escalation tools.

- **Startup items** – Windows maintains several locations, registry keys, and other methods of natively running code or applications at startup. Lodestone collected and reviewed the artifacts associated with these methods to uncover evidence of script execution or abnormal service file paths as they may relate to the execution of privilege escalation tools.
- **WMI** – WMI enables system administrators to perform tasks locally and remotely. It can also enable code to be executed on startup. Lodestone reviewed both the associated event logs and files for evidence of malicious code or software calls based on time frame and code contents as they may relate to the execution of privilege escalation tools
- **Execution artifacts** (e.g., Prefetch, User Assist, PowerShell) were reviewed as they may relate to the execution of privilege escalation tools.

Lodestone identified no findings related to privilege escalation.

Lateral Movement

Lodestone has identified several categories of artifacts commonly produced when a threat actor is performing lateral movement. These include:

- **Abnormal logins** – Lodestone collected logins associated with the endpoints in scope to determine if any abnormal activity occurred. Statistical and contextual analysis was performed, focusing on any compromise accounts, failed logins, and abnormal usage of system or service accounts within the timeframe of interest if applicable.
- **Services** – Threat actor may search for services run by the computer itself (i.e., “System”) and insert their own malicious binaries therein. This causes an otherwise benign service to execute malicious programs or code. Lodestone reviewed these Services as they may relate to the execution of lateral movement tools.
- **PowerShell** – Lodestone searched in PowerShell logs and history for evidence of the use of PowerShell to start processes remotely on other systems or start remote sessions.
- **WMI** – WMI enables system administrators to perform tasks locally and remotely. It can also enable code to be executed on startup. Lodestone reviewed both the associated event logs and files for evidence of malicious code or software calls based on time frame and code contents as they may relate to the execution of lateral movement tools.
- **Execution artifacts** (e.g., Prefetch, User Assist, PowerShell) as they may relate to the execution of lateral movement tools.

Lodestone identified no findings related to lateral movement.

Exfiltration

There are several artifacts commonly produced by malicious activity intended to perform the unauthorized exfiltration of data. These include:

- **Background Intelligence Transfer Service (BITS)** – This Windows tool can be used to transfer files using idle network bandwidth such that transfers can be resumed if interrupted. Lodestone viewed this information with its respective databases in various systems for any suspicious transfers.
- **PowerShell** – Lodestone searched in PowerShell logs and history for evidence of the use of PowerShell to move data to, from, or out of Town of Indialantic systems.
- **Execution artifacts** (e.g., Prefetch, User Assist, PowerShell) as they may relate to exfiltration tools.
- **Configuration file searches** – Much of the legitimate software commonly used by threat actors for malicious purposes includes the transfer of data, such as Rclone or FileZilla. These tools often require associated configuration files that detail the usage of the tool. Lodestone collected and reviewed configuration files to search for any indicators of malicious use of legitimate commercial tools to exfiltrate data.

Lodestone identified no findings related to exfiltration.

Additional Analysis

Execution

Included as part of several steps in the attack life cycle, Lodestone performed a deep dive for suspicious file executions within the Town of Indialantic environment. This included well-known threat actor tools based on OSINT and Lodestone's own repository of files executed by threat actors based on previous investigations.

Execution commonly produces artifacts in the following areas:

- **Prefetch** – Within an operating system, prefetching provides a method by which frequently-used executables can be run more quickly; as a result, it provides a record of executables that have been run on a system. Lodestone reviewed prefetch artifacts to search for any indicators of malicious or suspicious software execution based on timeframe, suspicious users, abnormal file paths, and statistical analysis.
- **RecentApps** – RecentApps is a user-specific registry key that records a limited number of recently used applications. Lodestone collected and reviewed these artifacts to search for any indicators of abnormal and potentially malicious activity.
- **ShimCache** – The Windows Application Compatibility Database tracks the file path of executables as well as the last modified time of the binary. Lodestone collected and reviewed these artifacts to search for any indicators that malicious or otherwise suspicious software was executed within the Town of Indialantic environment.
- **AmCache** – AmCache tracks installed applications, programs present and executed, drivers loaded, and other details on a system. It also tracks the SHA-1 hash values for executables and drivers. Lodestone collected and reviewed these artifacts, comparing hash values against those of known malicious binaries.
- **User Assist** – User Assist records metadata on Graphical User Interface (GUI) based program executions specific to each user on an endpoint. Lodestone collected and reviewed these artifacts for suspicious users, abnormal file paths, and statistical analysis.
- **PowerShell** – PowerShell is a built-in Windows tool that can be used to directly run code or execute applications. Lodestone collected and reviewed evidence of PowerShell executions to search for any indicators of malicious commands or executions within the Town of Indialantic environment.
- **BITS** – BITS enables the transfer of download and upload data as well as the execution of downloaded data. It can also be used to run code or execute applications. Lodestone collected and analyzed associated event logs to search for indicators of malicious activity.

Following the analysis at-scale of multiple systems across the Town of Indialantic environment, Lodestone identified no findings related to execution.

Lodestone identified no findings related to execution.

Business Email Compromise

Lodestone attempted to conduct a thorough examination of the Town of Indialantic email tenant, with the aim of locating against any potential Business Email Compromise (BEC) incidents that could have resulted in the loss of Client data. The Town of Indialantic's email system is hosted on a third-party platform, C-Panel.

However, the logging data furnished by C-Panel lacked the required level of detail necessary for Lodestone to accurately ascertain whether any Town of Indialantic email accounts had been subjected to unauthorized access or compromise.

Vendor-controlled BSA Server

For billing purposes, the Town of Indialantic employs a vendor managed BSA server. In an effort to ensure the security of this system, Lodestone collaborated with the vendor to explore the possibility of obtaining a forensic image in order to determine if any unauthorized access had occurred. However, it was discovered that the BSA server operates on a cloud-based infrastructure and is provisioned in such a way that it is not feasible to acquire a forensic image.

Following discussions with BSA, it was determined that the server is only accessible to Town of Indialantic IP addresses, and not to any external entities. BSA conducted an internal investigation and confirmed that there was no evidence of any unauthorized individuals accessing or compromising the Town of Indialantic data stored on the BSA server.

Conclusion

Lodestone was engaged by McDonald Hopkins on behalf of Town of Indialantic to perform an ABA, BEC, and the potential analysis of a vendor controlled BSA server for the Town of Indialantic. The analysis was conducted by Lodestone between the dates of February 22, 2023, and March 15, 2023, to identify any indicators of compromise or malicious activity in the systems specified. Based on the forensic examination of in-scope artifacts, Lodestone uncovered no evidence of unauthorized or malicious activity on the Town of Indialantic network.

Logging provided by the email platform utilized by Town of Indialantic, C-Panel, did not provide the requisite logging required to determine if any Client email accounts had been breached.

The Town of Indialantic uses a vendor-managed BSA server for billing, but it operates on a cloud-based infrastructure, making it impossible to obtain a forensic image for analysis purposes. The server is only accessible to Indialantic IP addresses, and based on discussions with BSA, there is no evidence of unauthorized access or data compromise.

Forensic artifacts were extracted from the in-scope evidence and analyzed for suspicious activity and evidence of unauthorized access. Artifacts examined from the file system pertaining to recent and historical program execution, web browser history, system and security event logs, and Windows Registry database entries did not yield any indicators of compromise. The presence of malicious applications, programs, or services was not detected.

Appendix A – In-Scope Systems and Servers

Lodestone utilized industry-accepted analysis at scale tools to collect artifacts from numerous systems and servers within the Town of Indialantic environment. These in-scope systems and servers are listed in the table below.

Lodestone utilized industry-accepted analysis at scale tools to collect artifacts from the Town of Indialantic systems listed in the table below.

Systems and Servers			
TOWNCLERK-2019	TOWN-SERVER	DETECTIVE-2020	Records-2021
Sergeants3-2021	FireChief-PC	Enterprise-2020	Building-2020
Sergeants4-2021	Finder2	Sergeants2-2021	PUBWORKS-2016
Property-2021	AdminSgt-2018	FTP-Host	DEPUTYCLERK-2019
BUILDINGPC2	Squadroom-2021		

Table A-1: In-Scope Systems and Servers

TOWN MANAGER'S REPORT

April 12 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 5th & Palm (6/6/22) Waiting for updated plans (7/11/22) Scheduled resurfacing to being 2/6/23 (11/1/22) FDOT message sign stating construction begins 2/8/2023 on causeway (1/31/23) Work has begun as of 2/23/23 (3/1/23) Work continues with on the installation of power for lights (4/6/23)
- 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)

TOWN MANAGER'S REPORT

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

TOWN MANAGER'S REPORT

Received initial Project Schedule, Landscape Plans, ITB and Opinion of Project Costs from Susan Halls office for initial submission to DOT for review and I submitted them to FDOT for first review 8/20/19. Heard from DOT Dawn Latchum assigned project number is **442883-2-58-01** for submission (8/21/19). Received comments from FDOT and Susan Hall Landscaping Architecture, Inc is reviewing comments (9/30/19) Spoke with Ryan and his is looking into if lighting can be used (10/28/19) Ryan responded to comments from FDOT on median plans (11/1/19). FDOT wants meeting with landscape architect and town (11/15/19). Meeting wet with FDOT and Susan Hall on 1/28/20 at 2 PM FDOT Deland (11/25/19) Attending meeting and project is still moving forward. Nothing can be done until after repaving is done. Project funded in FDOT 2023 fiscal year earliest project could happen in 8/22 (2/3/20) Ryan recently responded to comments from FDOT (8/4/20) FDOT holding virtual meetings for planning (12/3/20) Updated Susan Hall on new plans for midblock crossings RRFBs (2/2/21) Repaving now scheduled for 22/23 fiscal year (3/1/21) Spoke with Susan Hall gave update on paving project, she advised the final plans are due in June based upon schedule. She has some concerns about current availability and disease issues with vegetation chosen along with a council member question about trees. She would like to schedule speaking at the April Council meeting (3/2/22) FDOT to May meeting do to date change (3/15/22) Meeting with Susan Hall & Kemp on 3/24/22 (3/22/22) Had meeting with Susan Hall and she is updating plans and giving presentation to May Council meeting (3/28/22) Meeting with Susan Hall 4/27 and needs to meeting with SG, emailed presentation for May council meeting (4/25/22) After May meeting council wanted to go to Parks and Rec where Susan Hall gave presentation, Parks and Recreation Committee voted to use the Royal Palm, Ilex Stokes Dwarf, Spider Lily and for ground cover the Asiatic Jasmine, this will be on the June council agenda for final approval (5/27/22) On Council agenda 6/8/22 (6/6/22) Susan waiting on updated plans (7/11/22) Got plans from Susan Hall forwarded to FDOT & received back email from FDOT under review (8/22/22) Received questions to FDOT Susan Hall will answer (9/6/22) Working on answers for FDOT grant (9/26/22) Submitted response to Susan Hall for FDOT response (10/6/22) FDOT rejected Royal Palm, Susan Hall to present at the 11/9/22 council meeting options (11/1/22) Submitted final plans to FDOT with updated trees waiting for answer (12/5/22) Responded to FDOT questions and resubmitted (12/27/22) FDOT sent back for correction (1/3/23) Submitted response to FDOT 1/9/23 and requested JPA for the February Council meeting (1/9/23) Dates needed to be updated per FDOT and resubmitted for JPA at special council meeting 2/16//2023 5:30 PM (1/30/23) Council wanted to not remove current palms been working with FDOT and Susan Hall. Received update paperwork for keeping current palms and submitted letter a variation request to keep palms. Can take up to 30 days

TOWN MANAGER'S REPORT

to get answer, Susan Hall at March Council meeting (3/1/23) Resubmitted new information at request of FDOT after several emails and a conference call, found out only have to have JPA by end of June 2023 (4/6/23)

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) 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. Wavcrest by Casuarina Club complaint of water standing, worked with HOA and public works will install a swale agreed by HOA (9/7/22) Locates complete public works will install January 2023 (1/3/23) Project is under construction at this time (1/31/23) Project complete and has eliminated standing water in roadway (3/1/23)
 - 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 1st \$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 &

TOWN MANAGER'S REPORT

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) Admin office of town hall have had floors replaced, repainted, mold removed and staff should begin moving in the first week of April, doors scheduled to installed beginning of week of 4/17 (4/6/23)

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 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) After review changes were needed and resubmitted several times with changes, last submission 2/28/23 (3/1/23) Quarterly report submitted to FDEP (4/6/23)
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)

TOWN MANAGER'S REPORT

- Submitted paper reference audit requirements (10/6/22) Contacted James Morre Accounting for ARPA Reporting that is due in the month of April (3/1/23) Portal has open and James Morre will be submitting report (4/6/23)
- 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 2nd week of September (9/7/22) Work finished on roadway and awaiting install of guardrails and replace rotted piling (10/6/22) Boardwalk back open, guardrail and planters waiting install for pipe repair (11/1/22) Temporarily installed jersey barriers to project boardwalk (1/3/23) Waiting on council approval for pipe repairs so permanent protection and planters installed (1/31/23) After Council moving pipes was decided and BSE is redesigning and getting cost estimates (3/1/23) Estimate received waiting on Mayor to see if any state funding is available (4/6/23)
 - 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) Commissioner Tobia has requested last 5 years financials for Nance Park and they were supplied (3/1/23)

TOWN MANAGER'S REPORT

- g.** Hurricane Ian damages and issues, 1400 block Miami road damage, Riverside & Orlando partial collapse, 400 block Oakland pipe issues, 400 block of Genesse, 500 block Watson, Debris pickup interlocal agreement with county put into action (10/4/22) working on FEMA estimates for county (10/6/22) All Debris material picked up and back to normal services with Waste Management (11/1/22) Working with FEMA and have follow up meetings scheduled (1/3/23) Meeting with BSE needed to discuss options (1/3/23) Meeting with BSE and camera pipe damages and BSE working up numbers for repairs for outfall by need info by 2/1 scheduled for 1/26 or 1/27 (1/23/23) BSE sent updated cost to repair for areas, report from inspection coming (1/30/23) Met with FEMA rep today and gave updated cost and they are submitting numbers from damage (1/31/23) Several meetings with FEMA this past month to include site inspections, paperwork completed and returned to FEMA for the two sites and we are waiting on response from FEMA. Also received bill for our portion of the debris pickup from Brevard County \$5,436.30 (3/1/23) Update information on Orlando repairs waiting on from SG price estimates (4/6/23)
- h.** Fire Chief Flamm submitted is retirement paperwork for 7/24/2023, working advertising and posting for the Fire Chiefs job. No internal candidates are interested at this time (3/1/23) Chief Flamm notified he pushing his retirement to the end of 2023 (4/6/23)

Indialantic Fire Rescue Monthly Report for March 2023

FIRES		
Structure Fires		
Brush Fires		1
Vehicle Fires		
Trash Fires		
Other Fire Calls		
RESCUE & EMERGENCY MEDICAL		
Medical		30
Well Being Check		2
Water Rescue		20
Motor Vehicle/Pedestrian Accident with injuries		
Motor Vehicle with no injuries		1
Rescue Call, Other		
HAZARDOUS CONDITIONS (No Fire)		
Electrical Wiring/Equipment Problem/Gas Leak		1
GOOD INTENT CALL (citizen calls 911 for suspected incident)		
Dispatched and Cancelled Enroute		1
Dispatched and Cancelled on Scene		2
FALSE ALARM & FALSE CALLS		
False Alarm or False Call		2
Smoke Detector activation due to smoke or dust		1
SPECIAL INCIDENT TYPE		
Fire Inspection/Business Tax Receipt (BTR)		8
Public Service Calls		2
Assist Other Government Agency		
Special Type of Incident		1
Hydrant Inspections		
Public Education Demonstrations/talks		
TOTAL CALLS		72
RUNNING TOTAL OF PREVIOUS MONTHS		102
TOTAL CALLS YEAR TO DATE (Calendar Year to Date)		174
Fire Inspections/Business Tax Receipts (BTR)		
MUTUAL AIDE	GIVEN	1
	RECEIVED	5

Due to Dispatches inability to provide accurate times we will no longer provide our average response times.	
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VOLUNTEER HOURS	153.25
SAVINGS REALIZED BY THE TOWN	\$3,065

VOLUNTEER F/F ACTIVITY	The volunteers held their monthly business meeting on Tuesday 3/7 and weekly training on 3/14, 3/21, and 3/28. March is the month that the fire department tests its fire hose and the volunteers assisted in testing the fire hose as well as learning and/or practicing their hose rolls and loads.
CAREER F/F ACTIVITY	The month of March was a busy month for water rescues on the beach for the fire department. In addition the fire department was busy testing all of our fire hose. All personnel attending the required biennial CPR and advanced life support training and certification. Chief Flamm attended meeting with the beach side fire departments and life guards and with the Law Enforcement agencies with water resources to discuss water rescue operations and communications.

TOWN OF INDIALANTIC BUILDING REPORT

March-23			
	<u>CURRENT</u>	<u>YTD 23</u>	<u>YTD 22</u>
NO. OF PERMITS ISSUED	46	1130	660
TOTAL PERMIT FEES	\$29,634.24	\$404,773.57	\$181,525.53
TOTAL CONSTRUCTION VALUE	\$5,102,114.60	\$48,693,005.97	\$23,806,287.70
PLAN REVIEW FEES	\$7,050.00	\$68,300.50	\$29,804.00
TOTAL SIGN FEES	\$0.00	\$1,506.80	\$715.00
NO. OF SIGN PERMITS ISSUED	0	18	9
NEW CONVENTIONAL HOMES	0	12	10
NEW MULTI FAMILY HOMES	2	13	8
NEW COMMERCIAL BUILDINGS	0	1	0
MISC. ADDITIONS/ALTERATIONS	3	49	30
CERTIFICATE OF OCCUPANCY	0	24	17
BUILDING CODE INSPECTIONS	85	1953	1057

Permit List

04/04/2023

Permit #	Address	Category	Applicant Nam	Date Issued	Valuation	Amount Billed
PB23-0115	50 11TH AVE UNIT 302	Replacement	WALLABY WINDOWS OF BREVAR	03/31/2023	9,900.00	\$119.00
	Florida State Surcharge - \$4 Flat				\$4.00	
	Permit Fee				\$115.00	
PB23-0114	131 MIAMI AVE	Replacement	LENTINI, MICHAEL R; LENTINI, MO	03/30/2023	15,000.00	\$144.20
	Florida State Surcharge - 3%				\$4.20	
	Permit Fee				\$140.00	
PB23-0113	340 OAKLAND AVE	New	HALCO INC	03/31/2023	8,907.00	\$169.95
	Florida State Surcharge - 3%				\$4.95	
	Plan Review Fee				\$55.00	
	Permit Fee				\$110.00	
PB23-0111	303 MELBOURNE AVE	Replacement	Neighborhood Windows and Doors	03/30/2023	17,569.00	\$159.65
	Florida State Surcharge - 3%				\$4.65	
	Permit Fee				\$155.00	
PB23-0110	103 N RIVERSIDE DR	Demolition	ZZ LIVIN LLC	03/30/2023	2,400.00	\$104.00
	Florida State Surcharge - \$4 Flat				\$4.00	
	Building Demolition				\$100.00	
PB23-0109	201 1ST AVE	HVAC Replaceme	DAVE MASTRO AIR & HEAT INC.	03/29/2023	6,597.00	\$79.00
	Florida State Surcharge - \$4 Flat				\$4.00	
	Permit Fee				\$75.00	
PB23-0108	101 5TH LONGBD AVE UNIT	Roofing	JMAK ROOFING, INC	03/23/2023	38,000.00	\$262.65
	Florida State Surcharge - 3%				\$7.65	
	Permit Fee				\$255.00	
PB23-0107	1101 S MIRAMAR AVE UNIT	HVAC Replaceme	RANGER AIR COND HEATING AND	03/27/2023	8,800.00	\$79.00

Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$75.00					
PB23-0105	604 S RAMONA AVE	Remodel	TODD THOMAS HOME IMPROVEM	03/23/2023	60,000.00	\$375.95
Florida State Surcharge - 3%	\$10.95					
Permit Fee	\$365.00					
PB23-0104	710 S SHANNON AVE	Electrical Remodel	DURHAM & SONS INC.	03/22/2023	2,575.00	\$84.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$80.00					
PB23-0103	409 WAYNE AVE	Replacement	All Pro Garage Doors Inc	03/22/2023	2,450.00	\$84.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$80.00					
PB23-0102	310 TWELFTH TER	Replacement	LH Tanner Construction	03/22/2023	25,000.00	\$195.70
Florida State Surcharge - 3%	\$5.70					
Permit Fee	\$190.00					
PB23-0101	1010 WAVE CREST AVE	New	Grounded Builds Brevard	03/21/2023	2,104,510.38	\$12,562.50
Plan Review Fee	\$4187.50					
New Plumbing	\$720.00					
New Electrical (Multi-Family)	\$225.00					
New Mechanical (Residential)	\$450.00					
Permit Fee	\$6980.00					
PB23-0100	409 WAYNE AVE	HVAC Replaceme	Guerra Air LLC	03/17/2023	5,000.00	\$79.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$75.00					
PB23-0099	960 S SHANNON AVE	Electrical New	Affordable Solar Roof & Air LLC	03/16/2023	40,420.00	\$417.15
Permit Fee	\$270.00					
Florida State Surcharge - 3%	\$12.15					

Plan Review Fee	\$135.00					
PB23-0097	445 11TH AVE	New	PARADISE POOLS	03/15/2023	46,118.00	\$231.75
Re-Permitting Fee	\$231.75					
PB23-0096	501 S RAMONA AVE	HVAC Replaceme	DURHAM & SONS INC.	03/14/2023	12,013.00	\$79.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$75.00					
PB23-0095	801 S RAMONA AVE	HVAC Replaceme	FREEDOM AIR & HEAT INC	03/14/2023	14,324.58	\$79.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$75.00					
PB23-0094	333 DELAND AVE	Remodel	ATLANTIC BUILDING & DEVELOPM	03/14/2023	300,000.00	\$2,108.93
Florida State Surcharge - 3%	\$61.43					
Plan Review Fee	\$682.50					
Permit Fee	\$1365.00					
PB23-0093	333 COCOA AVE	Repair	EK Coggin Plumbing	03/13/2023	8,170.00	\$114.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$110.00					
PB23-0092	50 11TH AVE UNIT 302	HVAC Replaceme	CAMPBELL'S AIR CONDITIONING L	03/13/2023	6,400.00	\$79.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$75.00					
PB23-0091	510 WATSON DR	HVAC Replaceme	BREVARD COOLING & HEATING IN	03/13/2023	11,436.00	\$79.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$75.00					
PB23-0090	326 OAKLAND AVE	Replacement	A BETTER VIEW	03/10/2023	19,850.00	\$169.95
Florida State Surcharge - 3%	\$4.95					
Permit Fee	\$165.00					
PB23-0089	424 1ST AVE	Electrical New	AFFORDABLE SOLAR SERVICES	03/14/2023	35,235.00	\$378.53

Permit Fee	\$245.00					
PB23-0088	101 TENTH AVE	THREE/FOUR-FA	Grounded Builds Brevard	03/14/2023	864,680.52	\$6,566.25
Florida State Surcharge - 3%	\$191.25					
Plan Review Fee	\$2125.00					
New Electrical (Multi-Family)	\$225.00					
New Mechanical (Residential)	\$225.00					
New Plumbing	\$540.00					
Permit Fee	\$3260.00					
PB23-0087	105 S RIVERSIDE DR	Replacement	RDS INDUSTRIAL, INC	03/08/2023	9,500.00	\$119.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$115.00					
PB23-0086	325 EIGHTH AVE	Replacement	HOWARD GARAGE DOORS INC	03/09/2023	3,025.00	\$89.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$85.00					
PB23-0085	1412 S RIVERSIDE DR	Repair	VANN CONSTRUCTION LLC	03/14/2023	1,026,000.00	\$1,927.65
Florida State Surcharge - 3%	\$56.15					
Permit Fee	\$1871.50					
PB23-0084	1412 S RIVERSIDE DR	Remodel	VANN CONSTRUCTION LLC	03/14/2023	150,000.00	\$393.98
Florida State Surcharge - 3%	\$11.48					
Permit Fee	\$382.50					
PB23-0083	303 S RIVERSIDE DR	Electrical New	Plugz LLC	03/07/2023	1,850.00	\$79.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$75.00					
PB23-0082	1105 S MAGNOLIA DR	Roofing	BD Roofs	03/07/2023	31,500.00	\$231.75
Florida State Surcharge - 3%	\$6.75					
Permit Fee	\$225.00					

PB23-0081	444 TWELFTH AVE	Remodel	Titan Pavers	03/08/2023	28,755.00	\$216.30
	Florida State Surcharge - 3%	\$6.30				
	Permit Fee	\$210.00				
PB23-0080	333 DELAND AVE	Roofing	ATLANTIC BUILDING & DEVELOPM	03/13/2023	17,000.00	\$154.50
	Florida State Surcharge - 3%	\$4.50				
	Permit Fee	\$150.00				
PB23-0079	228 ORLANDO BLVD	HVAC Replaceme	EXTREME AIR & ELECTRIC INC	03/20/2023	15,916.00	\$79.00
	Permit Fee	\$75.00				
	Florida State Surcharge - \$4 Flat	\$4.00				
PB23-0077	201 MICHIGAN AVE	Electrical New	WAVELENGTH ELECTRICAL CONT	03/06/2023	10,192.00	\$124.00
	Florida State Surcharge - \$4 Flat	\$4.00				
	Permit Fee	\$120.00				
PB23-0076	609 N RIVERSIDE DR	Electrical New	VOLTAGE PRO SOLAR & ELECTRI	03/06/2023	23,500.00	\$190.55
	Florida State Surcharge - 3%	\$5.55				
	Permit Fee	\$185.00				
PB23-0075	218 2ND AVE	Replacement	SUNSET VIEW CONSTRUCTION	03/06/2023	10,299.12	\$124.00
	Florida State Surcharge - \$4 Flat	\$4.00				
	Permit Fee	\$120.00				
PB23-0073	164 TAMPA AVE	Electrical Repair	Eau Gallie Electric Inc	03/03/2023	2,000.00	\$79.00
	Florida State Surcharge - \$4 Flat	\$4.00				
	Permit Fee	\$75.00				
PB23-0072	960 S SHANNON AVE	Remodel	S&W KITCHENS	03/03/2023	57,284.00	\$365.65
	Florida State Surcharge - 3%	\$10.65				
	Permit Fee	\$355.00				
PB23-0050	1 EIGHTH AVE UNIT CMN	Replacement	D Bell Genral Contracting	03/08/2023	18,000.00	\$159.65
	Florida State Surcharge - 3%	\$4.65				

Permit Fee \$155.00

PB22-0496 505 S MIRAMAR AVE UNIT C Replacement OVERHEAD DOOR COMPANY 03/15/2023 3,328.00 \$89.00

Florida State Surcharge - \$4 Flat \$4.00

Permit Fee \$85.00

PB22-0272 430 2ND AVE New CARRIE'S FENCE OF PALM BAY IN 03/23/2023 2,996.00 \$84.00

Florida State Surcharge - \$4 Flat \$4.00

Permit Fee \$80.00

PB22-0227 303 MELBOURNE AVE New CARRIE'S FENCE OF PALM BAY IN 03/21/2023 3,420.00 \$0.00

Florida State Surcharge - \$4 Flat \$4.00

Permit Fee \$85.00

PB22-0175 424 1ST AVE New CARRIE'S FENCE OF PALM BAY IN 03/23/2023 13,178.00 \$139.05

Florida State Surcharge - 3% \$4.05

Permit Fee \$135.00

PB22-0107 343 MICHIGAN AVE New CARRIE'S FENCE OF PALM BAY IN 03/23/2023 4,632.00 \$94.00

Florida State Surcharge - \$4 Flat \$4.00

Permit Fee \$90.00

PB21-0130 430 MICHIGAN AVE New CARRIE'S FENCE OF PALM BAY IN 03/23/2023 4,384.00 \$94.00

Florida State Surcharge - \$4 Flat \$4.00

Permit Fee \$90.00

Number of Permits 46

Total Billed: \$29,634.24

Populatio All Records

Total Construction Valu \$5,102,114.60

Inspection Totals

04/04/2023

1/2

Final	15
Final - Electric	8
Final - Mech	10
Final - Roof	9
Footer	3
Framing	1
Framing/ Pre-lath	3
Insulation	2
Miscellaneous	2
Pool - Deck	1
Pool - Electrical	1
Pre-Lath	1
Roof Dry In	7
Roof Nail Off	2
Rough	1
Rough - Electrical	2
Rough - Plumbing	5
Service	2
Slab	1
Temp Power	2

Inspection Totals

04/04/2023

2/2

Tie Beam/Lentil - 1st	2
Tie Beam/Lentil - 2nd	1
Underground Plumbing	1
Window and Door Bucks	3

Total # of Inspections: 85

Code Report

<u>Location:</u>	<u>Description:</u>	<u>Date:</u>	<u>Notice Frame</u>	<u>Code:</u>	<u>Extra Info:</u>	<u>Status:</u>	Notes
	Notified Date	CB Date					
234 Michigan Ave	3/14/2023	03/30/23					
Zone 1	North of Fifth Avenue/Westside						
409 Wayne Avenue	Accumulation Prohibited	08/12/20		Sec 8-2	Construction Debris	Complied	Large Pile of Construction Debris spoke with owner and will call for large trash pick-up 08.18.20
436 Fifth Ave	Landscaping	2/24/2023	3/15/2023	Sec. 103-286	dead palm tree	Complied	Staff observed dead plam tree while working with FDOT on 5th Ave project. Courtesy letter sent 02/24/2023. 03/01/23 CS spoke to Eva McMillan and business owner and adviced that the plam tree was on their property and the tree needs to be removed. Tree will removed 03/24/2023
705 N Ramona Ave	Disposal of garden trash	3/6/2023		Sec 26-36		complied	walk-in compl regarding yard trash being placed in the street, P works pushed debris off the roadway, letter sent 03/06/23
458 Oakland Ave	Maint of swimming pool	3/7/2023	4/7/2023	Sec 24-88	stagnant, unclear pool	reported	call in compl regarding the pool being not clear and no pool fence, the pool was stagnant and dark green in color. Certified, RR, 1st class notice sent 03/07/23. 03/22/23 CS & MC checked property and noted it is still in violation. USPS has been unable to deliver notices. Property posted 03/28/2023, 2 add'l addresses were found for property owner and final notices were sent. Emergency fencing was put around the pool CS informed homeowner they have 45 days to clear the pool and secure the fence.
458 Oakland Ave	Swimming pool	3/7/2023	3/16/2023	Sec 113-238/24-52	no pool fence	complied	call in compl regarding the pool being not clear and no pool fence, The property was missing half of the eastside and north side fence, allowing free access to the pool. Certified, RR, 1st class notice sent 03/07/23 03/22/23 CS & MC checked property and noted it is still in violation. USPS has been unable to deliver notices. Property posted 03/28/2023, 2 add'l addresses were found for property owner and final notices were sent. Emergency fencing was put around the pool CS informed homeowner they have 45 days to clear the pool and secure the fence. 03/31/2023 while inv pool enclosure at 450 Okalnad MC & MLC observed the emergency fencing at 458 Oakland Ave had fallen down and the pool was no longer secured. CS spoke to the homeowner and advised the temp fence has fallen down and is not securing the pool, the homeowner was informed that the preoperty is being posted as an attractive nuisance and requiring a 3 day correction.. 03/31/2023- the property was posted as an Attractive Nuisance on 03/31/2023. 04/03/2023 CS & MLC checked property and a 6 ft chain link fence wa installed around the pool.
450 Oakland Ave	Swimming pool	3/28/2023		Sec 113-238/24-52	no pool fence	in process	while investigating a violation at 458 Oakland Ave the resident pointed out that 450 Oakland's pool was no secured because they had an open carport. Property appraiser's office showed a small fence from the back of the house to the rea property line in 2012. 03/31/2023 CS spoke to H/O who advised she will put up a temporary emergency fence immediately and then enclose with a wood fence.
458 Oakland Ave	Parking, storage on private	3/28/2023		Sec. 32-77	junk vehicle	reported	vehicle with no current registration, tag visable from east side neighbor's property, letter sent to vehicle owner and notice posted on the property of 458 Oakland Ave.
458 Oakland Ave	Trash pile in ROW	3/31/2023				reported	email compl regarding a the trash pile and cans and the junk veh at 458 Oakland Ave, waste mgmt was contacted to pick-up pile and the vehicle is already in the code process.
800 N Riverside Dr	Trash Pile on Sidewalk	3/31/2023				reported	email compl re trash pile on sidewalk for over a month, WM contacted for removal, courtesy letter sent
710 N Riverside Dr	Trash Pile on Sidewalk	3/31/2023				reported	email compl re trash pile on sidewalk for over a month, WM contacted for removal, courtesy letter sent
N Ramona/2nd Ave	fence down	3/31/2023				reported	phone compl regarding a fence down at 2nd Ave/N Ramona, unsure of address
Zone 2	North of Fifth Avenue/Eastside						
210 Wayne Ave	Attractive nuisnace prohibited	03/31/23		Sec 24-52	refrigerator curbside	complied	tot'd PD 03/31/2023, the doors on the refrigerator were removed

Code Report

				March 2023			
326 Oakland Ave	Landscaping	11/15/2022		Sec 103-286(a)	ROW	complied	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. 02/08//2023 MC observed corrections were in-process. Corrections were made.
234 Michigan Ave	Maint of swimming pool	2/22/2023	3/6/2023	Sec 24-88	stagnant, unclear pool	CB Orders in process	neighbor compl regarding the stagnant and unclear pool, CS & MC confirmed violation 02/22/23, CS spoke to property rep and gave him until 03/06/23. 03/07/23 CS spoke to property rep and gave him until 03/13/2023 to clear the pool. 03/13/2023 CS observed pool had been shocked but still not clear. Property posted for 03/30/23 meeting
234 Michigan Ave	Landscaping	2/22/2023		Sec 103-286	Overgrown	CB Orders in process	front and backyard overgrown, large amount of dead landscaping and landscaping debris on the property. 03/13/2023 CS observed that work has started on landscaping but is still not in compliance. Property posted for 3/30/23 meeting
210 Fourth Ave	Yard Waste	2/24/2023	3/7/2023	Sec. 26-36		complied	email compl re: lawn waste in street. PW pushed debris off the road. Courtesy letter sent 02/24/2023. H/O emailed and advised the pile was scheduled to be picked up on 03/07/23
Zone 3		South of Fifth Avenue/Westside					
325 Fifth Ave	Building Exterior	2/23/2023	3/30/2023	Sec. 103-285	mildew/dirt stained	complied	staff observed stained, unkept building exterior, courtesy letter sent 02/23/23. CS & MC observed building being pressure washed. Property mgr emailed saying the building was pressure washed. 03/14/2023 CS & MC inspected building and found it in compliance.
429 Fifth Ave	Building Exterior	2/22/2023	5/21/2023	Sec 103-285	dirty building	in process	staff observed stained, unkept building exterior, courtesy letter sent 02/23/23. CS & MC observed building being pressure washed. 03/21/2023 CS spoke to Jennifer the property owner who advised that the property was pressure washed 2 weeks ago and the roof was replaced recently. The property owner will have the building painted within the next 2 months
333 Fifth Ave	Building Exterior	2/22/2023	3/30/2023	Sec 103-285	mildew/dirt stained	complied	staff observed stained, unkept building exterior, business & property owner sent courtesy letter 02/23/2023
443 Tenth Ave	Trash Containers Areas	03/29/23		Sec 26-31	storage of containers	reported	email complaint regarding trash bins being stored in the roadway, also previous complaint re: bamboo growing o into the roadway. 03/30/2023 complaint given to code enforcement officer to investigate. 03/31/2023 second Notice Sent
443 Tenth Ave	Landscaping	03/29/23		Sec 103-283	trees on street	reported	email complaint regarding trash bins being stored in the roadway, also previous complaint re: bamboo growing o into the roadway. 03/30/2023 complaint given to code enforcement officer to investigate. 3/31/23 Courtesy letter sent
419 Tenth Ave	Landscaping	03/31/23		Sec 103-283	trees on street	reported	while following up on a complaint from the March Council meeting regarding the landscaping at 443 Tenth Ave encroaching the roadway, MC, CS & MLC observed this property was also in violation. Courtesy letter sent 03/31/2023
424 Tenth Ave	Landscaping	03/31/23		Sec 103-283	trees on street	reported	while following up on a complaint from the March Council meeting regarding the landscaping at 443 Tenth Ave encroaching the roadway, MC, CS & MLC observed this property was also in violation. Courtesy letter sent 03/31/2023
300 5th Ave	Site Plan Review	2/24/2023		Sec. 113-27	no site plan mod	in-process	town staff observed the gravel area and parking areas had been paved with asphalt, no prior site plan approval was applied for, issued and given and no building permits were issued. Certified, RR, 1st Class notice sent 03/07/2023. Property owner picked up the site plan application and spoke to CS in regards to getting the parking lot to code. 03/13/23 Property owner came in and update progress, FDOT has been contacted and owner has spoke to an engineer. Note attached to file.
Zone 4		South of Fifth Avenue/Eastside					
Shannon Ave/ Twelfth	Mobile Signs	3/8/2023		Section 113-303(2)a	snipe signs	removed	
109 Fifth Ave	Building Exterior	12/21/2022		Sec 103-285	paint	in-process	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. 02/02/2023 MC/JG confirmed viol not corrected, notice sent. 02/06/23 CS spoke to the business owner who confirmed he is working with a stucco company and repairs are already in progress. 03/14/23 CS & MC inspected property found broken paint and stucco, stained and moldy facade, certified, RR, 1st class final notice sent. 03/16/2023 Property owner called and the whole building is under contract to be painted and completed within 3 weeks, weather depending

Code Report

				March 2023			
249 Fifth Ave	Accumulation Prohibited	2/21/2023	3/27/2023	Sec. 26-20 / Brevard County Ordinance 94-49 Sec. 103-285	landscaping debris	complied	email comp regarding landscaping trash not removed, courtesy letter sent 02/23/23. Not complied, second notice sent 03/13/2023. 03/25/23 2nd email complaint from Sixth Ave Condos. 03/27/2023 CS spoke to the property owner, who advised the violation will be corrected immediately.
205 Fifth Ave	Building Exterior	2/23/2023	3/30/2023		Faded Paint	in-process	Staff observed the building is extremely faded and discolored, courtesy letter sent 02/23/2023
225 Fifth Ave	Accumulation Prohibited	2/21/2023	3/27/2023	Sec. 26-20 / Brevard County Ordinance 94-49	landscaping debris	complied	email comp regarding landscaping trash not removed, courtesy letter sent 02/23/23. Not complied, second notice sent 03/13/2023. 03/25/23 2nd email complaint from Sixth Ave Condos
320 Ormond Ave	Accumulation Prohibited	3/3/2023			Sec. 26-20	large fence pieces	complied
Zone 5	SR500						
SR500	Mobile Signs	3/6/2023		Section 113-303(2)a	snipe signs	removed	
Zone 6	Miramar & Wave Crest						
2 Wave Crest Ave	Building Exterior	3/14/2023		Sec 103-285		unfounded.	email comp re: state of the building and the dumpster not being enclosed. CS & MC inspected property and found dumpster behind a closed gate, the building was in overall clean condition and minimal discoloration or staining, property was found in compliance with the code.
110 S Miramar Ave	Building Exterior	3/14/2023		Sec 103-285		in-process	CS & MC inspected property while inspecting and adjacent building code violation and observed the metal roof had holes that needed repair, the hurricane shutters needed painting and the brick front needs to be washed. Subsequently, the town recv'd an email complaint regarding the business. Courtesy letter sent 03/14/2023. CS spoke to property owner who advised that the shutters will be painted and the roof is currently in litigation and will be repaired upon resolution. Building permit for the re-roof was submitted and approved 03/23/2023
1604 S Miramar Ave	Commercial Vehicle	3/6/2023		Sec 32-34(a)	commercial vehicle	reported	call in complaint re: a commercial vehicle parked overnight. 5MAC van, 03/06/2023 TOT'd to PD for overnight check, no response from PD, follow up information no advises it is a heavy duty box type truck. 2nd Request for PD to check over night 03/29/2023, PD confirmed overnight parking, courtesy letter sent to property owner and resident
800-898 N Miramar Ave	Signs	2/14/2023		Sec 113-303(2)a	multiple	complied	multiple sign violations were observed in the plaza by a council-person, MC, MLC & JG to include moving signs and sandwich board signs. The property owner was notified by email on 02/13/2023 and responded that he would notify the businesses to make corrections. 02/22/2023 Property owner was emailed regarding the sign violation at the Produce Market and Blue Water Spa
900 S Miramar Ave	Fences and walls	1/6/2023		Sec 103-289	broken fence	in-process	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. Second Notice sent 02/02/2023. Final Notice sent 03/14/2023, RR, certified & first class. Mailing address on BCPAO incorrect. 03/17/2023 Spoke with rep for property owner, a fencing contractor is on site preparing an estimate for fence repair and he anticipates the fence being corrected within 2 weeks
S. Miramar Ave/Miami Ave	Mobile Signs	3/13/2023		Section 113-303(2)a	snipe signs	removed	compl regarding snipe sign for a pressure washing company on A1A
S. Miramar Ave/14th Ave	Mobile Signs	3/13/2023		Section 113-303(2)a	snipe signs	removed	compl regarding snipe sign for a pressure washing company on A1A
100 Fourth Ave	General Maintenance	3/14/2023		Sec 103-281	broken sign	unfounded	email compl re: broken sign, all signs on both store checked by CS & MC and are in compliance