

**AGENDA NO. 16-11**

**TOWN OF INDIALANTIC  
REGULAR MEETING OF THE TOWN COUNCIL  
August 10, 2016**

A regular meeting of the Indialantic Town Council will be held at 7:00 p.m. on Wednesday, August 10, 2016, in Indialantic Town Hall, 216 Fifth Avenue, Indialantic, Florida.

**I. CALL TO ORDER:**

Honorable Dave Berkman, Mayor  
Honorable Stuart Glass, Deputy Mayor  
Honorable Dick Dunn, Councilmember  
Honorable Randy Greer, Councilmember  
Honorable Jill Hoffman, Councilmember

**II. PLEDGE OF ALLEGIANCE:**

**III. PUBLIC:**

In accordance with the Town Council's public participation policy, persons wishing to address the Town Council on a matter not listed on the agenda may speak under the public portion of the meeting agenda. A person must be recognized by the Mayor prior to arriving at the podium to speak.

Speakers must provide their name and address and must direct comments to the Mayor and not to the members of the audience. Please observe the time limit of **three (3) minutes** while speaking under the public portion of the meeting agenda.

**IV. PUBLIC ANNOUNCEMENTS:**

- A. There are currently openings, including reappointments, on the Board of Adjustment; Civil Service Board; Code Enforcement Board; Heritage Committee, and Parks, Recreation and Beautification Committee.
- B. There will be openings and reappointments on the Civil Service Board; Code Enforcement Board; Parks, Recreation and Beautification Committee; and Zoning and Planning Board in September.
- C. Council qualifying dates for the November election will be August 12 through August 26, 2016. Seats to be filled are the Mayor's seat, currently held by David Berkman, Council Seat 4, currently held by Stuart Glass, and Council Seat 2, currently held by Jill Hoffman.

- D. The first public hearing on the FY-17 budget will be held on Wednesday, September 7, 2016, at 7:00 p.m.
- E. Town Hall will be closed on Monday, September 5, 2016, in observation of Labor Day.

**V. CONSENT AGENDA:**

- A. Minutes No. 16-10 – Regular Meeting of July 13, 2016
- B. Appointments
  - a. Board of Adjustment – 1 opening. Brian Dullaghan would like to be reappointed. Reappoint Mr. Dullaghan.
  - b. Civil Service Board – 1 opening. Kathryn Kowalski would like to be reappointed. Reappoint Ms. Kowalski.
  - c. Code Enforcement Board – 4 openings. Henry Adams and Barry Kronman would like to be reappointed. Reappoint Mr. Adams and Mr. Kronman.
  - d. Heritage Committee – 1 opening. Linda Coleman would like to be reappointed. Reappoint Ms. Coleman.
  - e. Parks, Recreation, and Beautification Committee – 4 openings. Sarah Horschel would like to be appointed, and Catherine Berkman and Bernie Gott would like to be reappointed. Appoint Ms. Horschel, and reappoint Ms. Berkman and Mr. Gott.
- C. 2016 Halloween Festival – Approve setting the 2016 Halloween Festival for Saturday, October 29, 2016.
- D. Italian Ice Concession – Extend the Italian Ice Concession to September 30, 2017.
- E. Edward C. Byrne Memorial Justice Assistance Grant – Approve the allocation of program funds in the amount of \$149,558 for the Brevard County Prisoner Transportation Program and direct the Mayor to sign a letter conveying Council’s determination.
- F. Traffic Signal Maintenance Agreement – Approve the amendment to the Traffic Signal Maintenance and Compensation Agreement between the Florida Department of Transportation and the Town of Indialantic.

**VI. ORDINANCES AND RESOLUTIONS:**

- A. Resolution No. 16-09/Public Hearing: Addressing Town owned property held in fee simple title that is available for use as affordable housing and resolving that the Town has no real property within its jurisdiction to which it holds fee simple title appropriate for use as affordable housing.

**VII. UNFINISHED BUSINESS:**

- A. Sidewalk Grant Agreement – Approve the DEO Grant Agreement for \$15,000 to provide a master sidewalk plan for the Town and an agreement with LaRue Planning & Management Services, Inc., to develop the plan.

**VIII. NEW BUSINESS:**

- A. None.

**IX. ADMINISTRATIVE MATTERS:**

- A. Report from Town Manager
- B. Report from Town Attorney

**X. REPORTS:**

- A. Mayor Berkman
- B. Deputy Mayor Glass
- C. Councilmember Dunn
- D. Councilmember Greer
- E. Councilmember Hoffman

**XII. ADJOURNMENT.**

**NOTICE TO THE PUBLIC:** PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, THE TOWN HEREBY ADVISES THE PUBLIC THAT: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD, AGENCY, OR COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION INTO EVIDENCE OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

**MINUTES**

**Agenda Item V. A**

**TOWN OF INDIALANTIC  
REGULAR MEETING OF THE TOWN COUNCIL  
July 13, 2016**

A regular meeting of the Indialantic Town Council was held on Wednesday, July 13, 2016, in Indialantic Town Hall, 216 Fifth Avenue, Indialantic, Florida, as publicly noticed.

**I. CALL TO ORDER:**

Mayor Berkman called the meeting to order at 7:00 p.m.

PRESENT:	Honorable David Berkman	Mayor
	Honorable Stuart Glass	Deputy Mayor
	Honorable Dick Dunn	Councilmember
	Honorable Randy Greer	Councilmember
	Honorable Jill Hoffman	Councilmember
	Paul Gougelman	Town Attorney
	Christopher W. Chinault	Town Manager
	Scott Glaubitz	Town Engineer
	Joan Clark	Town Clerk

**II. PLEDGE OF ALLEGIANCE:**

Mayor Berkman led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

**III. PUBLIC:**

Mr. Bruce Morgan, 501 Sunset Boulevard, Melbourne Beach, read a proposed resolution calling for an independent investigation into the destruction of World Trade Center Building #7, and provided a video presentation regarding same.

No action was taken by Council.

**IV. PUBLIC ANNOUNCEMENTS:**

- A. There are currently openings, including reappointments, on the Board of Adjustment; Code Enforcement Board; and Parks, Recreation and Beautification Committee.

- B. There will be openings and reappointments on the Board of Adjustment; Civil Service Board; Code Enforcement Board; Heritage Committee; and Parks, Recreation and Beautification Committee in August.
- C. Council qualifying dates for the November election will be August 12 through August 26, 2016. Seats to be filled are the Mayor’s seat, currently held by David Berkman, Council Seat 4, currently held by Stuart Glass, and Council Seat 2, currently held by Jill Hoffman.

Mayor Berkman read the public announcements into the record.

**V. CONSENT AGENDA:**

- A. Minutes No. 16-09 – Regular Meeting of June 8, 2016
- B. Appointments
  - a. Board of Adjustment – 1 opening. Safvat Kalaghchy would like to be reappointed. Reappoint Mr. Kalaghchy.
- C. Resolution No. 16-08: Adopting Budget Amendment #3 for FY-16.
- D. Designate Deputy Mayor Stuart Glass as the Town’s voting delegate at the 90<sup>th</sup> Annual Conference of the Florida League of Cities.

**\* MOTION By Deputy Mayor Glass; Seconded by Council Member Dunn, to approve the Consent Agenda.**

**AYES: Berkman, Glass, Dunn, Greer, and Hoffman**

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

**VI. ORDINANCES AND RESOLUTIONS:**

- A. Ordinance No. 16-13/Second Reading and Public Hearing: Relating to Facility Naming: Amending Chapter 2 of the Indialantic Town Code by creating a new Article XI to establish a uniform method and procedure in naming Town facilities.

Mr. Gougelman read the ordinance into the record by title only, as follows:

ORDINANCE NO. 16-13

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO FACILITY NAMING; AMENDING CHAPTER 2, INDIALANTIC TOWN CODE TO CREATE A NEW ARTICLE XI, ENTITLED “FACILITIES”; PROVIDING A TITLE,

PURPOSE, NAMING GUIDELINES, AND NAMING DETERMINATION; PROVIDING A SEVERABILITY/INTERPRETATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

- \* **MOTION By Council Member Greer; Seconded by Council Member Hoffman, to adopt Ordinance No. 16-13 on second reading.**

Mayor Berkman opened the hearing to the public. There being no response, the public portion of the hearing was closed.

**AYES: Berkman, Glass, Dunn, Greer, and Hoffman**

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

- B. Ordinance No. 16-14/Second Reading: Relating to swimming pools; amending Chapter 17-105(1), Indialantic Town Code to decrease the minimum required height of a fence or wall surrounding outdoor private or public swimming pools from six (6) to four (4) feet.

Mr. Gougelman read the ordinance into the record by title only, as follows:

ORDINANCE NO. 16-14

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO SWIMMING POOLS; AMENDING CHAPTER 17-105(1), INDIALANTIC TOWN CODE TO DECREASE THE HEIGHT OF A FENCE OR WALL SURROUNDING OUTDOOR PRIVATE OR PUBLIC SWIMMING POOLS; PROVIDING A SEVERABILITY/INTERPRETATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

- \* **MOTION By Council Member Dunn; Seconded by Council Member Greer, to adopt Ordinance No. 16-14 on second reading.**

At the request of Mayor Berkman, Mr. Chinault explained that the Town Code requires swimming pool fences be six feet (6') in height. He advised that the Building Official has indicated that some people coming in to apply for permits appear confused because the State of Florida and most jurisdictions require a minimum height of four feet (4'). He noted that a copy of the Statute was in Council's agenda for informational purposes.

Deputy Mayor Glass asked if a fence could be higher than what is required by State Statute. Mr. Chinault responded in the affirmative, and advised that the proposed ordinance required a minimum of four feet (4') and a maximum of six feet (6'). He pointed out that it was Council's prerogative if it wanted to keep the six foot (6') requirement.

Brief discussion was held on safety. Deputy Mayor Glass commented that he didn't see a compelling argument for a change.

**AYES: Dunn**

**NOS: Berkman, Glass, Greer, and Hoffman**

**THE MOTION FAILED 4 TO 1.**

**VII. UNFINISHED BUSINESS:**

- A. Prisoner Holding Area Security – Authorize engaging MAI Design Build of Melbourne to provide design services to improve security in the Town Hall prisoner holding area.

Mr. Chinault advised that this item was in the FY 15-16 budget, was the result of an internal review that found the Town could make some improvement, and consisted of three components:

- (1) Making sure that the cell toilet is handicapped accessible;
- (2) A wall that separates the squad room where there are a lot of things that in the wrong hands could be considered a weapon; and
- (3) Securing the upstairs by adding a piece of wall and moving a door over for the stairwell to the second floor.

He advised that staff was recommending approval of the design for a grand total of \$2,500.

Council Member Hoffman thought this was something Council would want to do. She was concerned that they were told it was unsafe when the review was conducted.

Deputy Mayor Glass asked Sergeant Baker about other jurisdictions.

Sergeant Baker, Indialantic Police Department, stated that every other agency he knew of had a holding facility, and each one was unique to that particular jurisdiction. He advised that Indialantic's was the only one with a combination squad room and cell area.

In response to a question posed by Council, Mr. Chinault advised that the current building was designed in '91 and built in '94.

Mayor Berkman indicated that he was not going to spend \$2,500 now when other things needed to be done. He believed this issue should be ranked with the other items.

Council Member Hoffman pointed out that Council had documentation that showed that part of the building to be dangerous. She asked if there were any other areas of the building that were documented as dangerous. She stated she was concerned and believed it needed to be improved.

Council Member Dunn noted that when the internal review was done, Council voted to look at the report and get a recommendation back on deficiencies it could correct. He noted this was already budgeted for this year and he believed it to be a potential danger.

- \* **MOTION By Council Member Dunn; Seconded by Council Member Hoffman, to spend the \$2,500 on the design.**

**AYES: Dunn and Hoffman**

**NOS: Berkman, Glass, and Greer**

**THE MOTION FAILED 3 TO 2.**

**VIII. NEW BUSINESS:**

- A. Set the proposed millage rate for FY-17 at 6.2653; set date for the first public hearing on the millage rate and budget for 7:00 p.m. on September 7, 2016; set date for the second public hearing for 5:30 p.m. on September 21, 2016; and set a date for Council’s budget workshop for 6:00 p.m. on August 10, 2016.

- \* **MOTION By Deputy Mayor Glass; Seconded by Council Member Hoffman, to set the proposed millage rate at 6.2653; set the first public hearing on the FY-17 budget for the regular meeting on Wednesday, September 7, 2016, at 7:00 p.m.; set the second public hearing for a special meeting on Wednesday, September 21, 2016, at 5:30 p.m.; and establish a 6:00 p.m. meeting time for Council’s budget workshop, which is set for Wednesday, August 10, 2016.**

**AYES: Berkman, Glass, Dunn, Greer, and Hoffman**

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

- B. Authorize the Art Show for March 18 and 19, 2017, in Nance Park and indicate whether conditions with regard to food and drink vendors should be relaxed.

Following brief discussion past art show events, Mr. Chinault suggested Council authorize the event and abolish the restrictions with regard to food and drink vendors.

- \* **MOTION By Deputy Mayor Glass; Seconded by Council Member Hoffman to authorize the Art Show for March 18 and 19, 2017, in Nance Park and abolish the current restrictions on food and drink vendors.**

**AYES: Berkman, Glass, Dunn, Greer, and Hoffman**

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

## C. Traffic Calming Options – Third Avenue.

Mayor Berkman advised he had spoken with representatives of ABC Liquors and they offered to pay for speed humps on the 100 blocks of Second and Third Avenues, and the Town would be responsible for required signage. He pointed out that if the Town installed the humps, residents of other streets would want them. He suggested this was a “win-win” for everyone.

Discussion was held between Council Members and Mr. Glaubitz with regard to speed humps locations and construction (asphalt).

Council Member Hoffman questioned as to whether it was true that there would be more than one speed limit on the street. Mr. Chinault advised that the speed limit on the streets was 20 mph and the speed limit on the humps was 15 mph.

- \* **MOTION By Mayor Berkman; Seconded by Deputy Mayor Glass, to accept ABC’s offer to pay for two speed humps on Second and Third Avenues with 75% resident approval, authorize staff to draft a hold-harmless agreement, and accept the donation of the speed humps so the Town would own them.**

Mr. Keith Whitehead, 436 Third Avenue, pointed out that Council seemed to think the traffic problem stemmed from ABC. He stated that this was a real problem and believed the Town needed to make sure it looked at the whole problem. He believed the problem needed to be solved for all of Third Avenue, not just the 100 block, and he questioned as to whether one hump could be placed on the 400 block and one on the 100 block instead of two on the 100 block.

Mr. Glaubitz stated he would rather see one hump placed on the 100 block and one placed on the 300 block. He pointed out that safety could not be legislated and speed humps could not be placed on every street; you can only deter bad behavior.

Mayor Berkman asked why he wouldn’t put one on the 400 block. Mr. Glaubitz indicated Council could pick a block. He pointed out that Third Avenue was 18 feet wide and could not be made much narrower since it was already build for calming. He pointed out that people figure out how the stop signs and traffic lights work and find a way around them. He concurred that ABC will draw more customers, but the statistics he looked at did not show enough traffic to warrant speed humps. He stated that the Town was trying to address a problem without any real statistical data to back it up.

Mayor Berkman believed it made more sense to place one hump on each end of the street (i.e. 100 block and 400 block).

**Mayor Berkman modified his MOTION to place one speed hump on the 100 block and one on the 400 block of Second and Third Avenues. Deputy Mayor Glass accepted the modified motion.**

Council Member Hoffman questioned as to whether the exit from ABC was on Third Avenue. Mr. Chinault advised that there was one on Third Avenue and one on Second Avenue, and stated there was no turn directly onto A1A.

Mayor Berkman called for a short recess at 7:58 p.m. in order to confer with representatives of ABC about placement of the speed humps. The meeting was reconvened at 8:00 p.m.

Mayor Berkman advised that ABC didn't care where the Town chose to have the speed humps installed. He repeated his **MOTION** as follows:

**To accept ABC's offer to pay for speed humps on the 100 and 400 blocks of Second Avenue and Third Avenue with 75% resident approval and conditioned upon a hold harmless agreement for ABC, with the Town paying for signage and providing ABC with speed hump specifications.**

Mr. Whitehead offered to walk the petition through Second and Third Avenues for resident signatures.

Mr. Bill Clifton, 339 Third Avenue, asked if the idea was to divert traffic off of Second and Third Avenues or to slow it down. Mayor Berkman stated that the idea was to divert traffic to A1A, but in the worst case, it would slow people down.

Further discussion was held with regard to speed hump locations and signage. Mr. Chinault advised that all the Town's signs had to meet standards.

**AYES: Berkman, Glass, Dunn, Greer, and Hoffman**

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

Council Member Hoffman expressed concern about the rest of the streets in Town. She didn't understand why there couldn't be more of a police presence on this side of Indialantic, and she believed tickets should be issued.

Mayor Berkman requested the Town prioritize improvements.

Ms. Lisa Peters, 164 Tampa Avenue, presented a petition with 300 signatures to Council requesting the installation of a pedestrian activated illuminated crosswalk signal on SR-A1A at Tampa Avenue. Mr. Chinault advised he would prepare a cover letter and forward the petition to FDOT.

Mr. Loren Goldfarb, 320 Deland Avenue, requested simple signage be erected at the crosswalks on 192.

Brief discussion ensued regarding crosswalk rules and the responsibility of pedestrians and vehicular traffic. Council Member Dunn pointed out that his issue had been raised a number of times, and asked that the Town find some way to identify crosswalks.

**IX. ADMINISTRATIVE MATTERS:**

A. Report from Town Manager

Mr. Chinault advised that the Merritt Island Wildlife Association was requesting to make a presentation regarding changes taking place at the Merritt Island National Wildlife Refuge, and asking Council to adopt a resolution. Deputy Mayor Glass suggested they be directed to the Space Coast League of Cities.

B. Report from Town Attorney

Mr. Gougelman advised he would be attending the “Greer v. Indialantic” mediation next week and stated if Council needed information, they were free to call him.

**X. REPORTS:**

Mayor Berkman noted it would be nice if the Town and residents thanked representatives of ABC for their efforts.

No other members of Council had a report.

**XII. ADJOURNMENT.**

The meeting adjourned at 8:25 p.m.

---

David Berkman, Mayor

ATTEST:

---

Joan Clark, MMC, Town Clerk



## TOWN OF INDIALANTIC

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

**MAYOR**  
David Berkman  
**DEPUTY MAYOR**  
Stuart Glass  
**COUNCIL MEMBERS**

Dick Dunn  
Randall Greer  
Jill Hoffman  
Christopher W. Chinault, Town Manager  
Joan Clark, MMC, Town Clerk

Brian Dullaghan  
107 Ocean Terrace  
Indialantic, Florida 32903

Agenda Item V. B(a)

Tuesday, July 19, 2016

Dear Mr. Dullaghan:

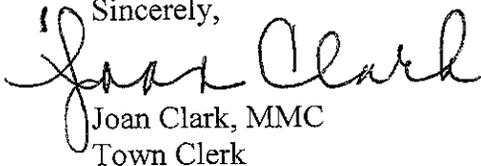
On behalf of the Indialantic Town Council, we would like to thank you for your service on the *Board of Adjustment*.

Your term will expire on August 12, 2016, but we hope you are willing to be reappointed to this very important Board.

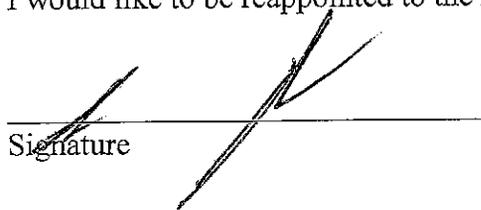
If you would like to continue serving, please sign below and return to Town Hall. Your reappointment will go before the Town Council on August 10, 2016.

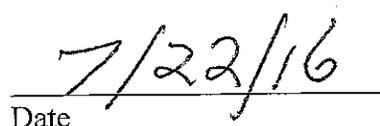
Again, thank you for your past service.

Sincerely,

  
Joan Clark, MMC  
Town Clerk

I would like to be reappointed to the *Board of Adjustment*.

  
Signature

  
Date

JC/vmtm

Board of Adjustment

2016	January Not scheduled	February 23rd	March Not Scheduled	April Not Scheduled	May Not Scheduled	June Not Scheduled	July Not Scheduled	August 1st	September	October	November	December
x=present												
e=excused												
u=unexcused												
Chris Campbell		x						x				
Brian Dullaghan		x						x				
Bud Evans		e						x				
David Justice		x						x				
Safvat Kalaghchy		x						x				
Jeffrey Schulte		e						u				
Doug Wright		x						e				

2015	January Not scheduled	February 11th	March Not scheduled	April 8th	May 13th	June Not scheduled	July 8th	August Not scheduled	September 9th	October Not scheduled	November Not scheduled	December Not scheduled
x=present												
e=excused												
u=unexcused												
Chris Campbell		x		x	e		x		x			
Brian Dullaghan		x		x	x		x		x			
Bud Evans		x		x	x		e		x			
David Justice		e		x	x		x		x			
Safvat Kalaghchy		x		x	x		x		x			
Jeffrey Schulte		x		x	e		x		e			
Doug Wright		e		x	x		x		e			

Civil Service Board

	January	February	March	April	May	June	July	August	September	October	November	December
<b>2016</b>												
x=present	Not scheduled											
e=excused												
u=unexcused												
Pam Duann				appointed								
Bernie Gott												
Kathryn Kowalski												
Irene Quilleux												
Marlene Waclawski												
<b>2015</b>												
x=present	Not scheduled	Not scheduled	Not scheduled	April 2nd	Not scheduled							
e=excused				e								
u=unexcused				x								
Bernie Gott				x								
Kathryn Kowalski				x								
Irene Quilleux				x								
Marlene Waclawski				x								
Jon Whitt				x		resigned						

Agenda Item V. B(b)

Code Enforcement Board

2016	January Not scheduled	February Not scheduled	March 9th	April Not scheduled	May Not scheduled	June Not scheduled	July 13th	August 10th	September 7th	October 12th	November 9th	December 7th
x=present			x				e					
e=excused			e				x					
u=unexcused			x		Resigned							
Henry Adams												
Ronald Campbell												
Pamela Dunn			u				x					
Todd Harrison			x				e					
Barry Kronman			x				x					
Elizabeth Mascaro	appointed		x									
<b>2015</b>												
x=present	January 28th	February Not scheduled	March Not scheduled	April Not scheduled	May Not scheduled	June Not scheduled	July Not scheduled	August Not scheduled	September Not scheduled	October Not scheduled	November 12th	December Not scheduled
e=excused	e										x	
u=unexcused	x										x	
Henry Adams												
Ronald Campbell												
Pamela Dunn	x										x	
Todd Harrison	x										u	
Barry Kronman	x										x	

Agenda Item V. B(c)



## TOWN OF INDIALANTIC

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

**MAYOR**  
David Berkman  
**DEPUTY MAYOR**  
Stuart Glass  
**COUNCIL MEMBERS**

Dick Dunn  
Jill Hoffman  
Randall Greer  
Christopher W. Chinault, Town Manager  
Joan Clark, MMC, Town Clerk

Linda Coleman  
1201 South Riverside Drive  
Indialantic, Florida 32903

Agenda Item V. B(d)

Tuesday, July 19, 2016

Dear Ms. Coleman:

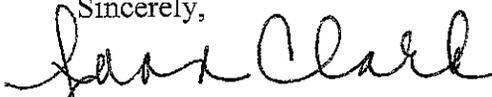
On behalf of the Indialantic Town Council, we would like to thank you for your service on the *Heritage Committee*.

Your term will expire on August 12, 2016, but we hope you are willing to be reappointed to this very important Committee.

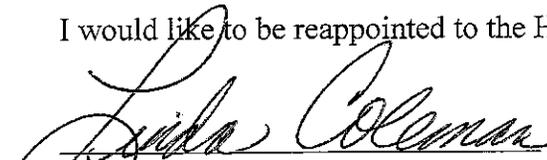
If you would like to continue serving, please sign below and return to Town Hall. Your reappointment will go before the Town Council on August 10, 2016.

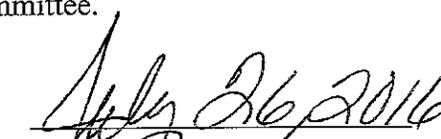
Again, thank you for your past service.

Sincerely,

  
Joan Clark, MMC  
Town Clerk

I would like to be reappointed to the Heritage Committee.

  
Signature

  
Date

Heritage Committee

2016 x=present e=excused u=unexcused	January 19th	February 16th	March No quorum	April 19th	May 17th	June Not scheduled	July Not scheduled	August Not scheduled	September 20th	October 18th	November 15th	December 20th
	Carol Andren	x	x		x	e						
Denise Bozeman	x	x		e	x							
Linda Coleman	x	x		x	u							
Pam Dunn	x	x		x	x							
Cindy Earp	x	x		x	x							
Linda Glass	x	x		x	x							
Anne Kaylor	e	x		e	x							
Jenifer Marx	x	x		e	x							
Dian Milligan	x	e		x	u							
Linda Paige	x	x		u	x							
Joan Sherman	x	x		x	e	resigned						
2015												
2015 x=present e=excused u=unexcused	January 20th	February 17th	March No quorum	April 21st	May 19th	June Not scheduled	July Not scheduled	August 18th	September 15th	October 20th	November 17th	December No quorum
	Carol Andren	x	x		x	x		x	x	x	x	
Denise Bozeman	x	x		x	e			e	x	x	e	
Linda Coleman	e	x		x	e			x	x	x	x	
Pam Dunn	x	x		x	x			x	x	x	x	
Cindy Earp	x	x		x	x			x	x	e	x	
Linda Glass	x	x		x	x			x	x	x	x	
Anne Kaylor	x	x		x	x			e	e	e	x	
Jenifer Marx	x	x		x	x			x	x	x	x	
Dian Milligan	x	x		x	e			x	x	e	e	
Linda Paige	e	x		e	e			e	x	x	e	
Joan Sherman	x	x		x	x			x	x	e	x	

**TOWN OF INDIALANTIC**

**APPLICATION TO SERVE ON TOWN BOARDS**

1. Name: Sarah Herschel Home Phone: (321) 704-3013
2. Home Address: 227 Third Ave. Indialantic, FL 32903
3. Business: Island Water Craft Rentals Bus. Phone: (321) 693-7873
4. Business Address: CB, FL
5. Resume of Education and Experience: Ball State University/Marketing  
(Use additional sheets or submit resume if you prefer)
6. Are you a registered voter? Yes  No
7. Are you a resident of the Town? Yes  No
8. Do you hold a public office? Yes  No
9. Do you serve on a Town Board at present? Yes  No

Agenda Item V. B(e)

**10. PLEASE CHECK THE BOARDS OR COMMITTEES OF INTEREST TO YOU:**

- \*BOARD OF ADJUSTMENT
- BUDGET & FINANCE COMMITTEE
- CIVIL SERVICE BOARD
- \*CODE ENFORCEMENT BOARD
- HERITAGE COMMITTEE
- \*PENSION BOARD OF TRUSTEES POLICE/FIRE
- \*PENSION BOARD OF TRUSTEES GENERAL EMPLOYEES
- \*ZONING & PLANNING BOARD
- PARKS/RECREATION/BEAUTIFICATION COMMITTEE

How do you feel your experience has qualified you for service on this Board/Committee?

Driven mother of 2 young children!! Lots of love  
for our town & would enjoy being involved in improving parks & events.

SIGNATURE: Sarah E Herschel DATE: 7/13/14

Email: bays323@yahoo.com

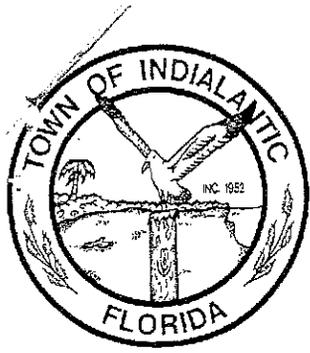
Do you wish to subscribe to the Town of Indialantic's email list? Yes  No

Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released to a public records request, please do not enter that information.

Please submit completed applications to: Joan Clark, MMC  
216 Fifth Avenue  
Indialantic, FL 32903

**\*Florida Statute requires Financial Disclosure Form upon appointment.**

NOTE: If you have any questions on the above, please call the Town Clerk's Office at 321-723-2242 or contact any of your Town Council members.



## TOWN OF INDIALANTIC

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

**MAYOR**  
David Berkman  
**DEPUTY MAYOR**  
Stuart Glass  
**COUNCIL MEMBERS**  
Dick Dunn  
Jill Hoffman  
Randall Greer

Christopher W. Chinault, Town Manager  
Joan Clark, MMC, Town Clerk

Larry Michelson  
113 Tradewinds Terrace  
Indialantic, Florida 32903

Tuesday, July 19, 2016

Dear Mr. Michelson:

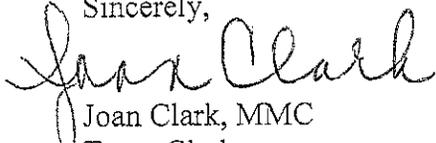
On behalf of the Indialantic Town Council, we would like to thank you for your service on the *Parks, Recreation and Beautification Committee*.

Your term will expire on August 12, 2016, but we hope you are willing to be reappointed to this very important Committee.

If you would like to continue serving, please sign below and return to Town Hall. Your reappointment will go before the Town Council on August 10, 2016.

Again, thank you for your past service.

Sincerely,

  
Joan Clark, MMC  
Town Clerk

I would like to be reappointed to the *Parks, Recreation and Beautification Committee*.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

JC/vmtm

*Ben a nice association  
I'm retiring, thanks for the memories*

Parks, Recreation and Beautification Committee

2016	January 25th	February 22nd	March 28th	April 25th	May 23rd	June No quorum	July Not scheduled	August 22nd	September 20th	October 24th	November 28th	December Not scheduled
x=present e= excused u=unexcused												
Bill Antonez	x	x	x	x	x							
Cathern Berkman	x	x	x	x	x							
Yvette Campbell	x	x	x	e	e							
Mindy Ford	u	u	u	u	u							
Bernie Gott	x	x	x	x	x							
Larry Michelson	x	x	x	x	x							
Jennifer McGill	e	e	x	u	x							
JoAnne Nadeau	x	x	x	e	e							
Lisa Peter	x	x	u	x	x							
<b>2015</b>												
x=present e= excused u=unexcused												
Bill Antonez	x	x	x	x	x	x	July Not scheduled	August 24th	September 28th	October 26th	November 23rd	December Not scheduled
Cathern Berkman	x	x	x	x	x	x		x	x	x	x	
Yvette Campbell	x	x	x	e	x	x		x	e	x	x	
Mindy Ford	guest		appointed	x	x	u		u	x	u	u	
Bernie Gott	x	x	x	x	x	e		x	x	x	e	
Larry Michelson	x	x	x	x	x	x		x	x	e	x	
Jennifer McGill											appointed	
JoAnne Nadeau	x	e	x	e	e	e		e	e	x	x	
Lisa Peter	x	x	e	e	x	x		e	e	x	e	
Marjorie Schwanbeck	x	x	x	x	e	e		e	x	x	e	

**SUBJECT: 2016 Halloween Festival**

**Staff Report – Town of Indialantic**

**Meeting Date: August 10, 2016**

**Summary:**

Council is being requested to approve the 2016 Halloween Festival being held on Saturday, October 29, 2016. Halloween falls on Monday, October 31, 2016.

**Recommendation:**

Approve setting the 2016 Halloween Festival for Saturday, October 29, 2016.

**MOTION:**

Approve setting the 2016 Halloween Festival for Saturday, October 29, 2016.

Submitted by:



Joan Clark  
Town Clerk

Approved for agenda:



Christopher W. Chinault  
Town Manager

**SUBJECT: Italian Ice Concession – Extend Italian Ice Concession to September 30, 2017.**

**Staff Report – Town of Indialantic**

**Meeting Date: August 10, 2016**

**Summary:**

Council is being requested to extend the Italian Ice Concession to Susan Dieterle to September 30, 2017.

Council awarded the bid to Ms. Dieterle on January 21, 2014 (agenda item VI-E), and extended it on September 16, 2014 (agenda item IX-A) and on August 12, 2015 (agenda item V-G).

The concession involves operating a non-motorized push cart in the walking portion of Indialantic Ocean Beach Park from Crossover #10 northward and on the boardwalk in Nance Park east of the restrooms not later than 9 pm eastern time.

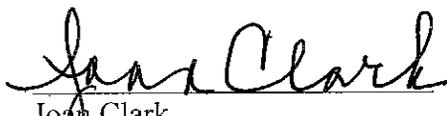
**Recommendation:**

Extend the Italian Ice Concession to September 30, 2017.

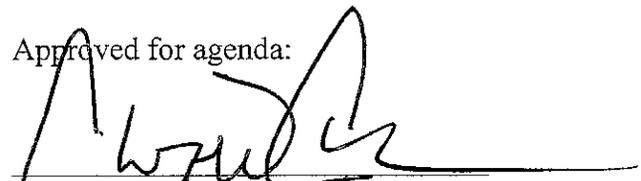
MOTION:

Extend the Italian Ice Concession to September 30, 2017

Submitted by:

  
Joan Clark  
Town Clerk

Approved for agenda:

  
Christopher W. Chinault  
Town Manager

Agenda Item V. E

**SUBJECT: Edward C. Byrne Memorial Justice Assistance Grant – Approve the allocation of program funds in the amount of \$149,558 for the Brevard County Prisoner Transportation Program and direct the Mayor to sign a letter conveying Council’s determination.**

**Staff Report – Town of Indialantic**

**Meeting Date: August 10, 2016**

**Summary:**

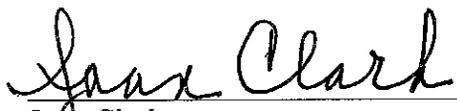
Council is being requested to approve the allocation of Edward C. Byrne Memorial Justice Assistance Grant (JAG) Program funds in the amount of \$149,558 to assist the County prisoner transportation program.

**Recommendation:**

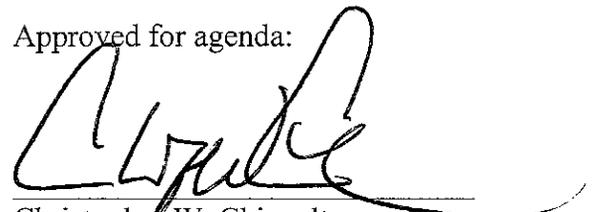
Approve the allocation of Edward C. Byrne Memorial Justice Assistance Grant (JAG) Program funds in the amount of \$149,558 to assist the County prisoner transportation program and direct the Mayor to sign a letter conveying Council’s determination.

**MOTION: Approve the allocation of Edward C. Byrne Memorial Justice Assistance Grant (JAG) Program funds in the amount of \$149,558 to assist the County prisoner transportation program and direct the Mayor to sign a letter conveying Council’s determination.**

Submitted by:

  
Joan Clark  
Town Clerk

Approved for agenda:

  
Christopher W. Chinault  
Town Manager



## TOWN OF INDIALANTIC

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

**MAYOR**  
David Berkman  
**DEPUTY MAYOR**  
Stuart Glass  
**COUNCIL MEMBERS**

Dick Dunn  
Randall Greer  
Jill Hoffman  
Christopher W. Chinault, Town Manager  
Joan Clark, MMC, Town Clerk

August 11, 2016

Ms. Petrina T. Herring, Bureau Chief  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee FL 32308

Dear Ms. Herring:

In compliance with State of Florida Rule 11D-9, F.A.C., the Town of Indialantic approves the distribution of \$149,558 of Federal Fiscal Year 3016 Edward Byrne Memorial JAG program funds for the following project:

Brevard County	Prisoner Transportation Program	\$149,558
----------------	---------------------------------	-----------

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

David Berkman  
Mayor  
Town of Indialantic

**SUBJECT: Traffic Signal Maintenance Agreement**

**Staff Report – Town of Indialantic**

**Meeting Date: August 10, 2016**

**Summary:**

Council is being requested to approve an Amendment to the Traffic Signal Maintenance and Compensation Agreement between the Town and the Florida Department of Transportation (FDOT). The Agreement continues to provide responsibility to the Town for the operation and maintenance of the signals at SR-A1A & US-192/SR-500, Riverside Drive & US-192/SR-500, and US-192/SR-500 & Palm Avenue. FDOT provides compensation to the Town.

The Town contracts with Brevard County to perform signal maintenance.

Council approved the Agreement with FDOT on May 13, 2015 (Agenda Item V-C).

**Recommendation:**

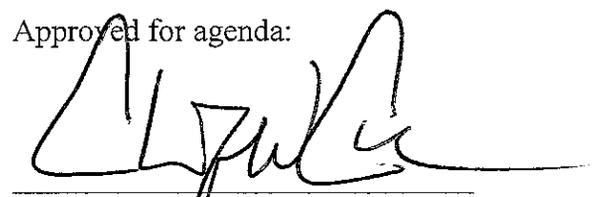
Approve the Amendment to the Traffic Signal Maintenance and Compensation Agreement.

**MOTION: Approve the Amendment to the Traffic Signal Maintenance and Compensation Agreement.**

Submitted by:

  
Joan Clark  
Town Clerk

Approved for agenda:

  
Christopher W. Chinault  
Town Manager

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE  
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARV98  
FINANCIAL PROJECT NO. 413019-18805  
F.E.I.D. NO. F596011134001  
AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the TOWN OF INDIALANTIC, ("Maintaining Agency").

**RECITALS**

WHEREAS, the Department and the Maintaining Agency on **MAY 19, 2015** entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

**TOWN OF INDIALANTIC**

\_\_\_\_\_, Florida  
(Maintaining Agency)

By \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: Christopher W. Chinault

Title: Town Manager

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

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: Alan E. Hyman, P.E.

Title: Director of Transportation Operations

Legal Review: \_\_\_\_\_

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

CONTRACT NO. ARV98  
FINANCIAL PROJECT NO. 413019-18805  
F.E.I.D. NO. F596011134001

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under **Statutory Authority** to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
  - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
  - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
  - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
  - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
  8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
  9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
  10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates \_\_\_\_\_ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. 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.
17. 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 Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency 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.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon 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 Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

"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 such 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 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 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
  - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

- b. Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.
  - c. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
  - d. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
37. In no event shall the making by the Department of any payment to the Maintaining Agency 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 Maintaining Agency 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.
38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
  - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
  - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.





**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL**  
**MAINTENANCE AND COMPENSATION AGREEMENT**

**EXHIBIT B**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

**2.0 COMPENSATION FOR MAINTENANCE AND OPERATION**

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

**Unit Compensation Rates per Intersection on the State Highway System**

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014- 15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

\*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

**3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES**

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL  
MAINTENANCE AND COMPENSATION AGREEMENT**

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

**4.0 PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30<sup>th</sup> of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL  
MAINTENANCE AND COMPENSATION AGREEMENT****EXHIBIT C****Reimbursement for Replacement and/or Repair of  
Damaged Traffic Signals and Devices**

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> <li>1. Attach pictures of damaged traffic signals and devices.</li> <li>2. Attach invoices or receipt of equipment purchased to replace damaged components.</li> <li>3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</li> </ol>	
Contract No.: _____	
Project No.: _____	
<b>Total Lump Sum Reimbursement Amount</b>	<b>\$</b>

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

\_\_\_\_\_  
Maintaining Agency                      Date

\_\_\_\_\_  
District Traffic Operations Engineer      Date

Agenda Item VI. A

**SUBJECT: Resolution No. 16-09/Public Hearing: Addressing Town owned property held in fee simple title that is available for use as affordable housing**

**Staff Report – Town of Indialantic**

**Meeting Date: August 10, 2016**

**Summary:**

Chapter 166.0451, Florida Statutes, requires each municipality prepare an inventory list every three years of all real property within its jurisdiction to which the municipality holds fee simple title that is appropriate for use as affordable housing. The governing body must review the inventory list at a public hearing and adopt a resolution that includes an inventory list of such property.

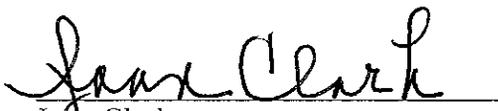
Resolution No. 16-09 resolves that the Town of Indialantic has no real property within its jurisdiction to which the Town holds fee simple title that is appropriate for use as affordable housing.

**Recommendation:**

Adopt Resolution No. 16-09

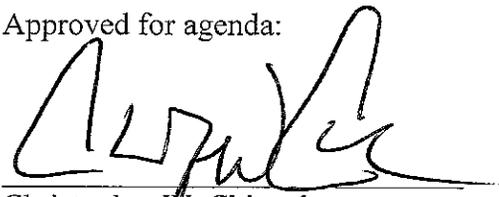
**MOTION: Adopt Resolution No. 16-09.**

Submitted by:



Joan Clark  
Town Clerk

Approved for agenda:



Christopher W. Chinault  
Town Manager

**RESOLUTION NO. 16-09**

**A RESOLUTION OF THE TOWN OF INDIALANTIC,  
BREVARD COUNTY, FLORIDA, ADDRESSING TOWN  
OWNED PROPERTY HELD IN FEE SIMPLE TITLE THAT IS  
AVAILABLE FOR USE AS AFFORDABLE HOUSING**

WHEREAS, the Florida legislature has enacted legislation requiring each municipality to prepare an inventory list of certain Town owned real property that is appropriate for use for affordable housing; and

WHEREAS, Town staff has reviewed all real property which the Town holds in fee simple title; and

WHEREAS, Town Council adopted Resolution 07-07 on February 20, 2007, Resolution 10-04 on January 19, 2010, and Resolution 13-07 on August 20, 2013; and

WHEREAS, all of the Town property that could be considered in accordance with the provisions of Section 166.0451, Florida Statutes, is restricted in some manner from use to support affordable housing in that it is occupied by a Fire Station, Public Works garage, Town employee/public parking lot, Town Hall, Town parking lot/drainage retention area, or developed with park facilities.

Now, therefore, be it RESOLVED by the Town Council of the Town of Indialantic, Brevard County, Florida, that the Town of Indialantic has no real property within its jurisdiction to which the Town holds fee simple title that is appropriate for use as affordable housing.

Be it further RESOLVED that this document was adopted after the conclusion of a public hearing held in accordance with the provisions of Section 166.0451, Florida Statutes.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, THIS 10<sup>TH</sup> DAY OF AUGUST, 2016.

TOWN OF INDIALANTIC

\_\_\_\_\_  
David Berkman  
Mayor

ATTEST:

\_\_\_\_\_  
Joan Clark, MMC  
Town Clerk

## Property held by Fee Simple Title

Town Hall  
216 Fifth Avenue  
Indialantic, FL 32903

Lots 7, 8, 17 & 18, Block 20

Fire Station  
216 Fourth Avenue  
Indialantic, FL 32903

Lots 17 & 18, Block 19

Employee/Public  
Parking Lot  
220 Fourth Avenue  
Indialantic, FL 32903

Lots 19 & 20, Block 19

Public Works Garage  
225 Fourth Avenue  
Indialantic, FL 32903

Lots 5 & 6, Block 20

Public Parking Lot/  
Drainage Retention Area  
111 Sixth Avenue  
Indialantic, FL 32903

Lots 11 & 12, Block 28

Douglas Park  
505 Fifth Avenue

Property bordered on the north by Fifth Avenue, on the east by Riverside Drive (now referred to as Riverside Place), on the south by the north line of Lot 5, Block 3, and on the west by the high water mark of the Indian River

Lily Park  
407 S. Riverside Drive

The north one hundred feet of Lot 1, Block 45 and the north one hundred feet of the south one hundred and sixty feet of Lot 1, Block 45.  
Property bordered on the north by Eighth Avenue, on the east by the Magnolia Pedway, and on the west by S. Riverside Drive.

Orlando Park  
1000 S. Ramona Avenue

Property lying between Ormond Avenue, Orlando Boulevard, Magnolia Avenue and Ramona Avenue being designated as a park on the plats of Indialantic-by-the-Sea

Wavecrest Park Extension

Lot 1, Block 99A; Lots 42, 43, & 44, Block 100A; property extending east from Wavecrest Avenue to the beach

Agenda Item VII. A

**SUBJECT: Sidewalk Grant Agreement – Approve the DEO Grant Agreement for \$15,000 to provide a master sidewalk plan for the Town and an agreement with LaRue Planning and Management Services, Inc., to develop the plan.**

**Staff Report – Town of Indialantic**

**Meeting Date: August 10, 2016**

**Summary:**

Council is being requested to approve the agreement with Florida Department of Economic Opportunity (DEO) for the Community Planning and Technical Assistance Grant for \$15,000 to prepare a master sidewalk plan for the Town. Council authorized staff applying for this grant on May 16, 2016 (agenda item V-D).

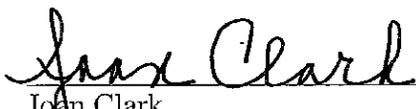
Additionally, Council is being requested to approve an agreement with LaRue Planning and Management Services, Inc., to perform the work as outlined in the grant to prepare the plan for Council consideration.

**Recommendation:**

Approve the DEO Grant Agreement for \$15,000 to provide a master sidewalk plan for the Town and an agreement with LaRue Planning and Management Services, Inc., to develop the plan.

**MOTION: Approve the DEO Grant Agreement for \$15,000 to provide a master sidewalk plan for the Town and an agreement with LaRue Planning and Management Services, Inc., to develop the plan.**

Submitted by:

  
Joan Clark  
Town Clerk

Approved for agenda:

  
Christopher W. Chinault  
Town Manager

## TOWN MANAGER'S REPORT

Agenda Item IX.1  
August 10, 2016

### 1. Intergovernmental Activity:

- a. **NPDES:** The permit application for the upcoming five-year period has been submitted to the Florida Department of Environmental Protection. (07/17/12) Approval for the period 01/01/13 to 12/31/17 was issued. (11/20/12)
- b. **US-192/Riverside Drive:** FDOT has indicated a willingness to re-examine traffic movement at the intersection toward possibly restricting N. Riverside Drive motorists from turning west onto US-192 while S. Riverside Drive motorists have a green light to turn west onto US-192. (03/19/13) FDOT has agreed to check the structural integrity of the mast arm to ensure that it will support the restricted right-turn indicator. Additionally, they will determine if they can impose the restriction in conjunction with the northbound Riverside Drive green whereby S. Riverside Drive motorists are turning west onto US-192. (03/24/14) FDOT has indicated an ability to address this. (06/11/14) FDOT has been requested to perform the work. (09/16/14) FDOT has noted that work should be complete by 4/1/16. (12/9/15) The restrictive signal has been installed. (02/10/16)
- c. **Ernest Kouwen-Hoven Bridge:** Work to commence on the lower concrete portions of the bridge spans through Nov., 2015. There will be a night-time lane closure periodically. (09/16/14) Resurfacing will start at Babcock Street and continue east to the easternmost foot of the bridge. (11/12/15) Completion on resurfacing expected 9.8.16 and on bridge work 7.1.16. (04/13/16)
- d. **SR-A1A Resurfacing:** FDOT plans in FY-16 to resurface SR-A1A from US-192/SR-500 to south of the Pineda Causeway. (08/21/12) FDOT has agreed to also resurface those portions of the SR-A1A right-of-way that taper into the side streets. The finished product will consist of a 10 ½' inside travel lane on SR-A1A, an 11' outside lane, and a 4' bicycle lane. (02/19/13) Plans will be reviewed by FDOT by November, 2015. (08/12/15) Contract let July 20, 2016, pre-construction meeting on 8/10/16. (08/10/16)
- e. **Water Franchise Agreement:** The current Water Franchise Agreement between the Town of Indialantic and the City of Melbourne expires in mid-2017. To avoid any last minute issues the City has been requested to review the document and forward a draft to the Town with changes that are needed. (05/20/14) The Town has engaged Anthony Garganese. (06/11/14)
- f. **SR-A1A Pedestrian Crossing at Watson Drive:** Council's request was submitted to FDOT. (02/11/15) FDOT to respond by April 3. (03/11/15) Council to receive FDOT response on 8/12/15. (08/12/15) The Engineer was consulted and Council will consider the proposal on 9/9/15. (09/09/15) FDOT was advised to proceed with plans to install the raised concrete median and crosswalk immediately north of Watson Drive. (10/07/15) FDOT has indicated that the SR-A1A resurfacing project has proceeded beyond where this project can be considered until after the resurfacing project advances. The crossing will be folded into a multimodal project. (12/09/15)



- f. **Swale:** Public Works installed a swale along N. Riverside Place across from Ernest Kouwen-Hoven Riverside Park. (08/10/16)
- g. **Swale:** Public Works installed two sales along the south side of 14<sup>th</sup> Avenue east of S. Shannon Avenue. (08/10/16)
- h. **Storm drainpipe:** The pipe under Tenth Terrace immediately east of S. Ramona Avenue has been replaced at a cost of \$34,856. (02/10/16)
- i. **Storm drainpipe:** The pipe under Cocoa Avenue immediately west of S. Palm Avenue is being replaced. (04/13/16) Completed. (05/16/16)
- j. **Storm drainpipe failure:** The storm drain pipe under along the south side of Orlando Boulevard, east of S. Riverside Drive, failed and a section was replaced for \$11,237. (05/16/16)
- k. **Scaevola:** Scaevola Taccada plants have been removed from a small area north of dune crossover #3 by a volunteer. Additional work of this nature is expected to progress. (11/12/15) Scaevola has been removed from the boardwalk area north of Access #8. (03/09/16) Beach elder and railroad vine have been planted north of Access #8. (04/13/16) Beach elder, railroad vine and beach daisy have been planted at Access #6. (06/08/16)
- l. **Code Review Task Force:** A meeting is being scheduled for mid January consistent with the meeting days/times as expressed by the newly appointed members. (12/09/15) The task force members have agreed to meet the 3<sup>rd</sup> Monday of each month at 3:45 p.m. (02/10/16)
- m. **Painting:** Staff is proceeding to paint the public works garage with the body in crisp linen and the door/trim in drizzle. Nance Park restroom is to be painted a mandarin color. (01/13/16) The restroom is scheduled to be painted once school starts in August. (06/08/16)
- n. **Tree Trimming:** Palms are being trimmed in Nance Park. (07/13/16)
- o. **Restroom Roof:** The Nance Park restroom roof has been replaced. (04/13/16)
- p. **Sea Turtle Nesting Season:** Note: Sea turtle nesting season runs from 3/1/16 through 10/31/16 in Brevard County because leatherback sea turtles begin to come ashore in March. (03/09/16)
- q. **Orlando Park:** The donor sign at the southeast corner of Orlando Park has been replaced. (04/13/16)
- r. **Traffic Calming:** The Town's consulting engineer is preparing possible traffic calming options with any associated cost in response to speeding concerns along Third Avenue. (06/08/16) Information will be presented to Council on July 13, 2016. (07/13/16) A contractor has scheduled for the week of August 8, 2016 the installation of a speed hump between 120 and 123 Second Avenue, between 124 and 121-B Third Avenue, and between 430 and 431 Third Avenue. (08/10/16)
- s. **Boardwalk:** The top boards are being replaced between the emergency vehicle ramp and the restrooms. (08/10/16)

TOWN OF INDIALANTIC

CLERK'S REPORT

July 2016

I. NUMBER OF REGISTERED VOTERS 2,331

II. BUSINESS TAX RECEIPTS ISSUED FY15-16 02

New Business (NB)	<u>02</u>
Renewal (R)	<u>00</u>
Transfer of Ownership (TO)	<u>00</u>
Change of Location (CL)	<u>00</u>
Name Change (NC)	<u>00</u>
License in Existing Business (EB)	<u>00</u>
Home Office (HO)	<u>00</u>

<u>Name of Business</u>	<u>Address</u>	<u>Owner</u>	<u>Issued</u>	<u>License</u>	<u>Comment</u>
North Star Corporate Housing, L.L.C.	330 Fifth Avenue	Esther G. Adams	07/20/16	16211	NB=temporary housing company
North Star Florida Services, LLC	330 Fifth Avenue	Esther G. Adams	07/20/16	16212	NB=cleaning services

III. MEETINGS HELD

Administration furnished support services for the following meetings:

Budget & Finance Committee – July 12

Code Enforcement Board – July 13

Town Council – July 13

Code Review Task Force – July 18

Police/Fire Pension Board – July 27

IV. MISCELLANEOUS

Concert in the Park – July 24

Nance Park Rental – July 02, 09, 10, 16, 23

JC/vmtm

## Indialantic Fire Rescue Monthly Report for July 2016

<b>FIRES</b>		
Structure Fires		1
Brush Fires		1
Vehicle Fires		
Trash Fires		
Other Fire Calls		1
<b>RESCUE &amp; EMERGENCY MEDICAL</b>		
Medical		23
Motor Vehicle/Pedestrian Accident with injuries		2
Motor Vehicle with no injuries		2
Water Rescue		1
<b>HAZARDOUS CONDITIONS (No Fire)</b>		
Electrical Wiring/Equipment Problem		
<b>SERVICE CALL</b>		
Public Service Calls		5
Assist Police or Other Government Agency		1
<b>GOOD INTENT CALL</b>		
Well Being Check		3
Dispatched and Cancelled Enroute		2
Dispatched and Cancelled on Scene		5
<b>FALSE ALARM &amp; FALSE CALLS</b>		
False Alarm or False Call		2
Smoke Detector activation due to smoke or dust		
<b>SPECIAL INCIDENT TYPE</b>		
Special Type of Incident		1
Fire Inspection/Business Tax Receipt (BTR)		40
Re-Inspection Fire/BTR		
Hydrant Inspections		
<b>TOTAL CALLS</b>		90
<b>RUNNING TOTAL OF PREVIOUS MONTHS</b>		496
<b>TOTAL CALLS YEAR TO DATE</b>		586
<b>MUTUAL AIDE</b>		
	GIVEN	6
	RECEIVED	0

<b>AVERAGE RESPONSE TIME</b>	INDIALANTIC FIRE	2.97
	BREVARD COUNTY	9.68

<b>VOLUNTEER HOURS</b>	374
SAVINGS REALIZED BY THE TOWN	\$7,480

<b>BURN PERMITS ISSUED FOR THE MONTH</b>	NA
<b>Total Number of Burn Permits Issued Nov. 1st - Feb. 29th</b>	49

<b>VOLUNTEER F/F ACTIVITY</b>	Monthly Business meeting was conducted on 7/6/16 and weekly training on 7/12/16, 7/19/16, & 7/26/16. The Volunteers hosted the free Concert in the Park on July 24th. Training included emergency medical care, water rescue/launching the jet ski and picking swimmers up utilizing the jet ski, and driver training.
-------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>CAREER F/F ACTIVITY</b>	The on-duty crews logged 251 hours of training during the month. Crews continue to conduct annual fire safety inspections and re-inspections on commercial and multi-family properties throughout the Town. The Fire Chief attended an ISO Training class in St. John's County. B Shift personnel and a volunteer repaired S-57, by replacing the neutral safety switch.
----------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## TOWN OF INDIALANTIC BUILDING REPORT

July-16			
	<u>CURRENT</u>	<u>YTD 16</u>	<u>YTD 15</u>
NO. OF PERMITS ISSUED	34	347	345
TOTAL PERMIT FEES	\$3,765.00	\$61,184.32	\$66,711.00
TOTAL CONSTRUCTION VALUE	\$293,937.00	\$8,771,751.00	\$8,517,811.00
PLAN REVIEW FEES	\$0.00	\$3,206.00	\$487.50
TOTAL SIGN FEES	\$310.00	\$1,270.00	\$1,490.00
NO. OF SIGN PERMITS ISSUED	2	15	21
NEW CONVENTIONAL HOMES	0	3	5
NEW MULTI FAMILY HOMES	0	1	1
NEW COMMERCIAL BUILDINGS	0	1	0
MISC. ADDITIONS/ALTERATIONS	1	28	16
CERTIFICATE OF OCCUPANCY	0	0	1
BUILDING CODE INSPECTIONS	62	688	444

# Building Department Permits Issued

PermitNo	Company Name	OwnerName/Address	Construction Value	Permit Fee	Plan Fee	Surcharge
IND16_230		CAIN, JOSEPH B III 200 MELBOURNE AV	\$5,700.00	\$95.00	\$0.00	\$4.00
IND16_236		PNC FINANCIAL SERVICES 305 FIFTH AV	\$2,375.00	\$80.00	\$0.00	\$4.00
IND16_254		BRONSTEMA, NANCY 1204 RIVERSIDE DR S	\$5,656.00	\$75.00	\$0.00	\$4.00
IND16_271		BRADY 70 MIAMI AVE. 7	\$4,883.00	\$75.00	\$0.00	\$4.00
IND16_273		BRODY 1215 RIVERSIDE DR S	\$5,958.00	\$95.00	\$0.00	\$4.00
IND16_285		CONDON 455 GENESEE AV	\$18,540.00	\$160.00	\$0.00	\$4.80
IND16_288		MOODY, DREMA G 415 SECOND AV	\$4,780.00	\$75.00	\$0.00	\$4.00
IND16_297		CALLAHAN 165 DELAND AVE	\$600.00	\$60.00	\$0.00	\$4.00
IND16_303		PENNINGTON 500 PALMETTO PL	\$6,000.00	\$95.00	\$0.00	\$4.00
IND16_306		HUTCHINSON, CHRISTOPH 318 TWELFTH TER	\$6,500.00	\$100.00	\$0.00	\$4.00
IND16_308		C2 INVESTMENT GROUP 415 EIGHTH AV	\$500.00	\$45.00	\$0.00	\$4.00
IND16_309		LUHN , JORDAN 1104 SHANNON AV S	\$2,472.00	\$80.00	\$0.00	\$4.00
IND16_310		FITZMAURICE, KAREN M 801 MIRAMAR AV S	\$6,500.00	\$100.00	\$0.00	\$4.00
IND16_312		C2 INVESTMENT GROUP 415 EIGHTH AV	\$16,800.00	\$300.00	\$0.00	\$9.00
IND16_313		CARPENTER, RICHARD L 107 NINTH AV	\$9,450.00	\$115.00	\$0.00	\$4.00
IND16_315		GRAMBO, CONNIE AND BR 1601 SHANNON AVE S	\$400.00	\$45.00	\$0.00	\$4.00
IND16_316		BENEZRA, VICTOR 650 RIVERSIDE DR S	\$4,537.00	\$90.00	\$0.00	\$4.00
IND16_317		VANSTRUM, MARK 509 PALM AVE S	\$22,500.00	\$180.00	\$0.00	\$5.40
IND16_318		C2 INVESTMENT GROUP 415 EIGHTH AV	\$2,000.00	\$75.00	\$0.00	\$4.00
IND16_320		FOSTER, WARREN F JR 304 RIVERSIDE DR S	\$3,745.00	\$75.00	\$0.00	\$4.00
IND16_321		SCHUMANN 601 MIRAMAR AVE N 2	\$3,000.00	\$75.00	\$0.00	\$4.00
IND16_322		GUNN, MICHAEL J 109 MIRAMAR AV S	\$5,421.00	\$75.00	\$0.00	\$4.00
IND16_324		C2 INVESTMENT GROUP 415 EIGHTH AV	\$8,000.00	\$105.00	\$0.00	\$4.00
IND16_326		LE DOUX, JOHN D 419 THIRD AV	\$4,232.00	\$90.00	\$0.00	\$4.00
IND16_327		CLAFIN, PATRICIA 221 MIAMI AV	\$1,500.00	\$75.00	\$0.00	\$4.00
IND16_328		MARX, ROBERT F 205 ORLANDO BLVD	\$4,700.00	\$90.00	\$0.00	\$4.00
IND16_330		FOY, CHARLES L 235 DELAND AV	\$6,250.00	\$75.00	\$0.00	\$4.00
IND16_331		TATE, SEAN 300 SHANNON AVE N	\$11,500.00	\$125.00	\$0.00	\$4.00
IND16_332		GRANT , TRAVIS 242 MIAMI AV	\$24,500.00	\$190.00	\$0.00	\$5.70
IND16_333		ABC LIQUORS INC 300 MIRAMAR AVE N	\$32,122.00	\$230.00	\$0.00	\$6.90
IND16_337		PANICCIA, ADELIA TRUSTE 800 MIRAMAR AV N	\$7,205.00	\$105.00	\$0.00	\$4.00
IND16_338		PANICCIA, ADELIA TRUSTE 800 MIRAMAR AV N	\$3,600.00	\$85.00	\$0.00	\$4.00
IND16_339		BUNDY, PRIYA 445 FIRST AV	\$6,500.00	\$75.00	\$0.00	\$4.00
IND16_340		CLAFIN, PATRICIA 221 MIAMI AV	\$45,511.00	\$355.00	\$0.00	\$10.65
<b>Permits:</b> 34			<b>Grand Total</b>	<b>\$293,937.00</b>	<b>\$0.00</b>	<b>\$154.45</b>

# *Inspection Result Date Summary* 07/01/2016 through 07/31/20

---

<i>InspResult</i>	<i>Total Inspections</i>
Approved	57
Approved With Conditions	1
Disapproved	4
<i>All Results:</i>	62

Code Enforcement Violations  
July 2016

Number:	Direction:	Street:	Type:	Date:	Code:	Description:	Status:
111		Thirteenth	Avenue	12/30/14	13-9	Building numbering	Under construction
445		Genesee	Avenue	09/11/15	5.5-68	Landscaping	Complied/CEB 07/13/16
404	South	Miramar	Avenue	12/02/15	17-124	Vacation rentals prohibited in R-3	In the process
134		Fifth	Avenue	02/04/16	17-116	Temporary portable storage unit	Complied/CEB 07/13/16
2		Fifth, Suite C	Avenue	02/09/16	17-106.2(1)	Obsolete sign	Certified/to be complied by 08/06/16
1501	South	Shannon	Avenue	04/22/16	8-12.1	Dumpsters	Complied/CEB 07/13/16
210		Sixth	Avenue	04/28/16	9-6	\$62.50 BTR delinquent	Outstanding
241		Fifth	Avenue	04/28/16	9-6	\$2.50 BTR delinquent	Complied
442		Fourth	Avenue	04/28/16	9-6	\$10.00 Alarm delinquent	Outstanding
834	North	Miramar	Avenue	04/28/16	9-6	\$10.00 Alarm delinquent	Outstanding
336		Miami	Avenue	04/29/16	17-116	POD without a permit	Complied/CEB 07/13/16
109		Fifth	Avenue	05/24/16	8-12.1	Dumpsters	Complied
305	South	Ramona	Avenue	06/24/16	17-121	Single-Family Residence Districts	In the process
105	North	Riverside	Drive	06/27/16	6-172	\$175.00 False Alarm Notices	Complied
1145	North	Shannon	Avenue	06/27/16	5.5-64	Paved and unpaved areas	Complied
120		Deland	Avenue	06/28/16	13-9	Building numbering	Complied
505	South	Ramona	Avenue	06/30/16	18-18	Management of vegetative matter	Complied
118		Tradewinds	Terrace	06/30/16 & 07/05/16	18-18	Management of vegetative matter	Complied
109		Fifth	Avenue	07/01/16	8-12.1	Dumpsters	Certified/to be complied by 08/10/16
1501	South	Shannon	Avenue	05/06/16 & 07/01/16	5.5-68(d)	Natural growth	Certified/to be complied by 08/07/16
100	North	Miramar	Avenue	07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
101	South	Miramar	Avenue	07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
106		Tradewinds	Terrace	07/05/16	18-18	Management of vegetative matter	Complied
111		Tradewinds	Terrace	07/05/16	18-18	Management of vegetative matter	Complied
118		Tradewinds	Terrace	07/05/16	18-18	Management of vegetative matter	Outstanding
200	North	Riverside	Drive	07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
904		Wavecrest	Avenue	07/05/16	17-126	Commercial Districts	Complied
		Second Avenue & North Riverside Drive		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
		Second Avenue & North Riverside Drive		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
		Second Avenue & North Riverside Drive		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & North Riverside Place		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & North Riverside Place		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & North Riverside Place		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & North Riverside Place		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
		Melbourne Causeway		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
		Melbourne Causeway		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
		Melbourne Causeway		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
		Melbourne Causeway		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & North Riverside Place		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & South Riverside Drive		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
		Sixth Avenue & South Riverside Drive		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & North Miramar Avenue		07/05/16	17-106.2(2)(a)	Sign not permitted	Removed
240		Fourth	Avenue	07/07/16	5.5-68(d)	Natural growth	Complied

Code Enforcement Violations  
July 2016

Number:	Direction:	Street:	Type:	Date:	Code:	Description:	Status:
240		Third	Avenue	07/07/16	5.5-68(d)	Natural growth	Outstanding
604	South	Riverside	Drive	07/07/16	16.5-34	Prohibitions	Complied
1301	South	Ramona	Avenue	07/07/16	18-15	Management of vegetative matter	Complied
		Fifth Avenue & South Riverside Drive		07/11/16	17-106.2(2)(a)	Sign not permitted	Removed
1411	South	Shannon	Avenue	07/12/16	17-103(b)(3)(a)	Boat on trailer	Complied
440		First	Avenue	07/13/16	17-103(b)(3)(a)	Boat on trailer	Outstanding
113		Tradewinds	Terrace	07/15/16	18-18	Management of vegetative matter	Complied
1411	South	Miramar	Avenue	07/15/16	17-103(b)(3)(a)	Boat on trailer	Complied
409		Third	Avenue	07/19/16	17-106.2(2)(a)	Sign not permitted	Removed
816	North	Riverside	Drive	07/20/16	16-7	Vegetation obstructing sidewalk	Complied
	South	Riverside	Place	07/20/16	17-106.2(2)(a)	Sign not permitted	Removed
100	Block	Eleventh	Avenue	07/21/16	5.5-68(b)	Landscaping	Complied
164		Deland	Avenue	07/21/16	5.5-68(d)	Natural growth	Outstanding
145		Fourth	Avenue	07/22/16	17-106.3(5)(a)	Political signs	Complied
		Fifth Avenue & North Ramona Avenue		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & North Palm Avenue		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fourth Avenue & North Miramar Avenue		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Third Avenue & North Riverside Drive		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Second Avenue & North Miramar Avenue		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Third Avenue & North Miramar Avenue		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Michigan Avenue & Michigan Avenue		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Watson Drive & North Miramar Avenue		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Watson Drive & North Miramar Avenue		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Watson Drive & North Riverside Drive		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Genesee Avenue & North Riverside Drive		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Wayne Avenue & North Riverside Drive		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Oakland Drive & North Riverside Drive		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		First Avenue & North Riverside Drive		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Michigan Avenue & North Riverside Drive		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Second Avenue & North Riverside Drive		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fourth Avenue & North Riverside Drive		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & North Shannon Avenue		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fourth Avenue & North Shannon Avenue		07/22/16	17-106.2(2)(a)	Sign not permitted	Removed
436		Fifth	Avenue	07/25/16	17-106.2(2)(a)	Sign not permitted	Complied
		Wayne Avenue & North Riverside Drive		07/25/16	17-106.2(2)(a)	Sign not permitted	Removed
230		Fifth	Avenue	07/26/16	17-106.2(2)(a)	Sign not permitted	Complied
225		Fifth	Avenue	07/29/16	8-12.1	Dumpsters	Outstanding
331		Ormond	Drive	07/29/16	17-103(b)(3)(a)	Empty boat trailer	Outstanding
436		Fifth	Avenue	07/29/16	17-106.2(2)(a)	Sign not permitted	Complied
443		Seventh	Avenue	07/29/16	17-116	POD without a permit	Outstanding
301	South	Miramar	Avenue	07/28/16	17-106.2(2)(a)	Sign not permitted	Removed