

**AGENDA NO. 16-09**

**TOWN OF INDIALANTIC  
REGULAR MEETING OF THE TOWN COUNCIL  
June 8, 2016**

A regular meeting of the Indialantic Town Council will be held at 7:00 p.m. on Wednesday, June 8, 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:**

**IV. PUBLIC ANNOUNCEMENTS:**

- A. There are currently openings, including reappointments, on the Code Enforcement Board; Parks, Recreation and Beautification Committee; and Police/Fire Pension Board.
- B. There will be openings and reappointments on the Board of Adjustment; Code Enforcement Board; and Parks, Recreation and Beautification Committee in July.
- C. Town Hall will be closed on Monday, July 4, 2016 – Independence Day

**V. CONSENT AGENDA:**

- A. Minutes No. 16-08 – Regular Meeting of May 16, 2016
- B. Appointments
  - a. Police/Fire Pension Board – 1 opening. Yvette Campbell would like to be appointed. Appoint Ms. Campbell.
- C. Melbourne Beach Fire Dispatch Services – Approval of Second Amendment to Fire-Rescue Dispatch Services Interlocal Agreement.

**VI. ORDINANCES AND RESOLUTIONS:**

- A. Ordinance No. 16-12/Second Reading and Public Hearing: Amending Chapter 11 relating to planning and the Town's adopted comprehensive plan to reflect the updated provisions of the Comprehensive Plan and Florida Law.

- B. Ordinance No. 16-13/First Reading: 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.
- C. Ordinance No. 16-14/First Reading: 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 from six (6) to four (4) feet.

**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.

**VIII. NEW BUSINESS:**

- A. Street Resurfacing – Approve the proposed resurfacing schedule for Fiscal Year 2017: 100 block of Eighth Avenue, 200 block of Cocoa Avenue, 300 block of Cocoa and Oakland Avenues, and S. Shannon Avenue south of Orlando Boulevard.
- B. Ratify Agreement with Local 1951, Melbourne Fire Fighters Association, International Association of Fire Fighters.

**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 May 16, 2016

A regular meeting of the Indialantic Town Council was held on Monday, May 16, 2016, in Indialantic Town Hall, 216 Fifth Avenue, Indialantic, Florida, as publicly noticed.

### I. CALL TO ORDER:

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

PRESENT:	Honorable Stuart Glass	Deputy Mayor
	Honorable Dick Dunn	Councilmember
	Honorable Randy Greer	Councilmember
	Honorable Jill Hoffman	Councilmember
	Paul Gougelman	Town Attorney
	Christopher Chinault	Town Manager
	Joan Clark	Town Clerk

ABSENT: Honorable David Berkman Mayor

### II. PLEDGE OF ALLEGIANCE:

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

### III. PUBLIC:

Mr. Keith Whitehead, 436 Third Avenue, presented a petition<sup>1</sup> to Council and spoke with regard to an ongoing problem on Third Avenue with non-local traffic using Third Avenue as a means for traveling from A1A to Riverside and from Riverside to A1A. He advised that traffic travels in excess of the posted speed limit and often fails to stop at posted stop signs, which presents a danger to neighborhood children and pets. He distributed a *Travel Time Analysis* to members of Council.<sup>2</sup>

He referred to the transportation element of the Town's Comprehensive Plan, in particular:

*Goal 1:* Support a coordinated, well integrated, cost effective, and environmentally sound transportation system which will adequately serve current and future needs of the Town;

---

<sup>1</sup> See Exhibit A to minutes.

<sup>2</sup> See Exhibit B to minutes.

*Objective 3:* Provide for a safe, convenient, and efficient motorized and non-motorized transportation system that meets existing and future transportation needs and achieves desired levels of service through a coordinated effort with the State Department of Transportation and the Space Coast Transportation Planning Organization (TPO);

*Policy 3.5:* Restrict and deter cut-through traffic on local residential streets.

Mr. Whitehead believed the new business opening in July or August (ABC Liquor Store), with entrances located only on Second and Third Avenues, would exacerbate the existing problem. He requested that speed bumps be placed central to each block of Third Avenue and/or the speed trailer be designated to Third Avenue.

Mr. Chinault advised that the speed trailer was non-operational. Deputy Mayor Glass asked Mr. Whitehead if he had contacted the Police Department.

Mr. Whitehead thought it was great that there was a police presence on Third Avenue; however, he didn't believe this was a police problem. He noted that the residents on Third Avenue were dedicated to solving this problem.

Discussion was held with regard to speed humps and traffic channeling. Mr. Chinault advised he would consult with the Town's engineer to come up with some suggestions.

Mr. John Crist, 141 Third Avenue, and Ms. Sherri Hitchcock, 130 Third Avenue, also spoke with regard to the issue of traffic on Third Avenue.

Ms. Karen Turja, 303 Melbourne Avenue, spoke of being hit by a car in the parking lot of the Indialantic Shopping Center in March, and she commended Sergeant Mike Conner for going above and beyond the call of duty in his actions. She also extended thanks to the EMTs that responded to the accident, and she stated she was proud to live in the Town of Indialantic.

#### **IV. PUBLIC ANNOUNCEMENTS:**

Deputy Mayor Glass read the following public announcements:

- A. There are currently openings, including reappointments, on the Code Enforcement Board; General Employees' Pension Board; Heritage Committee; Parks, Recreation and Beautification Committee; Police/Fire Pension Board; and Zoning and Planning Board.
- B. There will be openings, including reappointments, on the Code Enforcement Board; General Employees' Pension Board; Parks, Recreation and Beautification Committee; and Zoning and Planning Board in June.

- C. Town Hall will be closed on Monday, May 30, 2016 – Memorial Day

**V. CONSENT AGENDA:**

- A. Minutes No. 16-07 – Regular Meeting of April 13, 2016

- B. Appointments

- a. General Employees Pension Board – 1 opening. Danita M. Bell would like to be appointed. Appoint Ms. Bell.
- b. Heritage Committee – 1 opening. Anne H. Kaylor would like to be reappointed. Reappoint Ms. Kaylor.
- c. Parks, Recreation and Beautification Committee – 1 opening. Bill Antonetz would like to be reappointed. Reappoint Mr. Antonetz.
- d. Police/Fire Pension Board – 1 opening. Bruce Bogert would like to be reappointed. Reappoint Mr. Bogert.
- e. Zoning and Planning Board - 1 opening. Dan Sullivan would like to be reappointed. Reappoint Mr. Sullivan.

- C. Surplus vehicles/equipment: Declare as surplus and authorize the Town Manager to dispose of a 1989 Ford Dump Truck, a Kustom Model I Speed Monitoring Trailer, and a 2003 Ford Crown Victoria.

- D. Master Sidewalk Plan Grant – Approve the application for a Florida DEO Community Planning Technical Assistance Grant to develop a master sidewalk plan.

- E. Proclamation – Supporting the Indian River Lagoon (IRL) Regional Compact focusing on “*One Lagoon – One Community – One Voice.*”

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

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

**THE MOTION CARRIED UNANIMOUSLY. (4 TO 0)**

**VI. ORDINANCES AND RESOLUTIONS:**

- A. Ordinance No. 16-09/Second Reading and Public Hearing: Amending Chapter 5, Division 3, Relating to Turtle Protection – Increasing the time frame for which

publicly owned lights at parks or other public beach access points shall be shielded or shaded or not utilized.

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

ORDINANCE NO. 16-09

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 5, DIVISION 3, RELATING TO TURTLE PROTECTION; AMENDING SECTION 5-85, PUBLICLY OWNED LIGHTING, CODE OF ORDINANCES OF THE TOWN OF INDIALANTIC, FLORIDA; INCREASING THE TIME FRAME FOR WHICH LIGHTS AT PARKS OR OTHER PUBLIC BEACH ACCESS POINTS SHALL BE SHIELDED OR SHADED OR NOT UTILIZED; 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. 16-09 on second reading.**

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

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

**THE MOTION CARRIED UNANIMOUSLY. (4 TO 0)**

- B. Ordinance No. 16-10/Second Reading and Public Hearing: Updating the five-year schedule of capital improvements of the Town’s Comprehensive Plan.

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

ORDINANCE NO. 16-10

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF INDIALANTIC, FLORIDA, UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE TOWN’S COMPREHENSIVE PLAN AS MANDATED BY FLORIDA STATUTES SECTIONS 163.3177 (3)(B); PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

- \* **MOTION By Council Member Dunn; Seconded by Council Member Hoffman, to adopt Ordinance No. 16-10 on second reading.**

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

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

**THE MOTION CARRIED UNANIMOUSLY. (4 TO 0)**

- C. Ordinance No. 16-11/Second Reading and Public Hearing: Amending Sections 9-11 and 9-12, Code of Ordinances of the Town of Indialantic, decreasing or eliminating certain taxes and providing exemptions pursuant to Florida Law.

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

ORDINANCE NO. 16-11

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO BUSINESS TAXES; MAKING FINDINGS; AMENDING SECTIONS 9-11 AND 9-12, CODE OF ORDINANCES OF INDIALANTIC, FLORIDA; DECREASING OR ELIMINATING CERTAIN TAXES; PROVIDING EXEMPTIONS PURSUANT TO FLORIDA LAW; PROVIDING A SEVERABILITY/INTERPRETATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

- \* **MOTION By Council Member Dunn; Seconded by Council Member Hoffman, to adopt Ordinance No. 16-11 on second reading.**

Deputy Mayor Glass opened the hearing to the public. There was no response from those in the assembly.

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

**THE MOTION CARRIED UNANIMOUSLY. (4 TO 0)**

- D. Ordinance No. 16-12/First Reading: Amending Chapter 11 relating to planning and the Town's adopted comprehensive plan to reflect the updated provisions of the Comprehensive Plan and Florida Law.

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

ORDINANCE NO. 16-12

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 11 RELATING TO PLANNING AND THE TOWN'S ADOPTED COMPREHENSIVE PLAN, PROVIDING FOR A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

- \* **MOTION By Council Member Hoffman; Seconded by Council Member Dunn, to approve Ordinance No. 16-12 on first reading.**

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

**THE MOTION CARRIED UNANIMOUSLY. (4 TO 0)**

**VII. UNFINISHED BUSINESS:**

- A. Facility naming criteria: Accept the facility naming report from the Town's Heritage Committee.

Mr. Chinault advised, at the direction of Council, the Heritage Committee met and reviewed criteria/material used by other jurisdictions to develop a standard for the naming of Town parks and facilities. He noted the Committee's recommendation was provided as Item A in the agenda item. He requested Council accept the report, and stated that staff would then come back with the Committee's recommendation in ordinance form for Council consideration.

- \* **MOTION By Council Member Hoffman; Seconded by Council Member Dunn, to accept the facility naming report from the Town's Heritage Committee.**

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

**THE MOTION CARRIED UNANIMOUSLY. (4 TO 0)**

- B. Greer v. Ivey and Town of Indialantic, et al: Appoint the Town Attorney to represent the Town in the upcoming mediation session.

Mr. Gougelman advised that the Court has ordered that a mediation be scheduled in an attempt to get the parties together to see if they can work out a settlement. As part of the mediation process, the Town's insurance carrier's attorney will be present but someone from the Town needs to be present, usually the Town Attorney or the Town Manager. He noted the Town Manager believed the Town Attorney would be the better party to attend.

Council Member Greer stated that, as personal representative for the estate of Randall Greer, he would abstain from voting on this item.<sup>3</sup>

- \* **MOTION By Council Member Hoffman; Seconded by Council Member Dunn, to appoint the Town Attorney to represent the Town in mediation of Greer v. Ivey and Town of Indialantic, et al., Case No. 6:15-cv-677-CEM-GJK (M.D. Fla. 2015) with full authority to settle the case.**

**THE MOTION CARRIED UNANIMOUSLY. (3 TO 0)**

Council Member Green abstained from voting.

---

<sup>3</sup> See Exhibit C to minutes.

**VIII. NEW BUSINESS:**

None.

**IX. ADMINISTRATIVE MATTERS:**

Mr. Gougelman apologized for not attending the May Space Coast League of Cities meeting hosted by the Towns of Indialantic and Melbourne Beach. He explained that while driving from North Palm Beach on I-95 his tire had been shredded by lumber falling onto the road from the bed of a truck.

**X. REPORTS:**

Council Member Hoffman advised she had been attending the Space Coast TPO meetings, and stated she was concerned about the crossover on A1A. She believed it was important that the Town made sure it happened, and indicated she did speak to someone at the last TPO meeting about it.

Deputy Mayor Glass stated that the Space Coast League of Cities was working closely with five counties and other organizations regarding the Indian River Lagoon. He advised that a summit would be held on Saturday, June 11, 2016, in Melbourne.

**XII. ADJOURNMENT.**

The meeting adjourned at 7:46 p.m.

---

David Berkman, Mayor

ATTEST:

---

Joan Clark, MMC, Town Clerk

EXHIBIT A

We, the undersigned residents of Third Avenue, Indialantic ask that the town council address the following concerns:

1. The amount of non-local traffic using Third Avenue as a means for travelling from A1A to Riverside, Riverside to A1A, or other alternative paths.
2. That same traffic travelling in excess of the posted speed limit of 20 MPH while traversing Third Avenue.

We see this traffic as a threat to our children, pets, safety, enjoyment of our properties, and neighborhood tranquility.

Name	Address	Phone #	Signature	Voter Reg. #
Keith Whitehead	436 3rd Avenue	321-951-4204		
Mike Martin	435 3rd Avenue	321 735 2820		
Bronya Gonzales	431 3rd Avenue	321 725-4204	Bronya Gonzales	
Annie Green	430 3rd Avenue	321 293 2007		
DAVID MILLS	430 3rd Avenue	321 794-2949		
Kitty Lowe	411 3rd Avenue	321-501-5296	Kitty Lowe	
Vivian Miley	401 3rd Avenue	321)615-1650		
AL SCHMIDT	325 3rd Avenue	321-723-6405	R Schmidt	
Rachel Ellsworth	317 3rd Avenue	321 750-5214	R Ellsworth	
Judi Cavazos	301 3rd Avenue	321 698-9117	J Cavazos	
MICHELE STILES	201 3rd Avenue	904-588-2322		
JOHN CRIST	141 3rd Avenue	321 8485296	John Crist	
IVETTE CRIST	141 3rd Avenue	787 205 4137	Ivette Crist	
Jan Wilson	3rd Avenue	407-489-9390	Jan Wilson	
ROSS MAZZA	205 3rd Avenue RIVERSIDE	321-984-9041	Ross Mazza	
CHRIS MAIDEN	436 3rd Avenue	321-223-8705	Chris Maiden	
KRIS MAIK	346 3rd Avenue	321-531-2385	Kris Maik	
KIM SMITH	330 3rd Avenue	321 531-3931	Kim Smith	
Rady Fratton	308 3rd Avenue	321 427 0140	Rady Fratton	

We, the undersigned residents of Third Avenue, Indialantic ask that the town council address the following concerns:

1. The amount of non-local traffic using Third Avenue as a means for travelling from A1A to Riverside, Riverside to A1A, or other alternative paths.
2. That same traffic travelling in excess of the posted speed limit of 20 MPH while traversing Third Avenue.

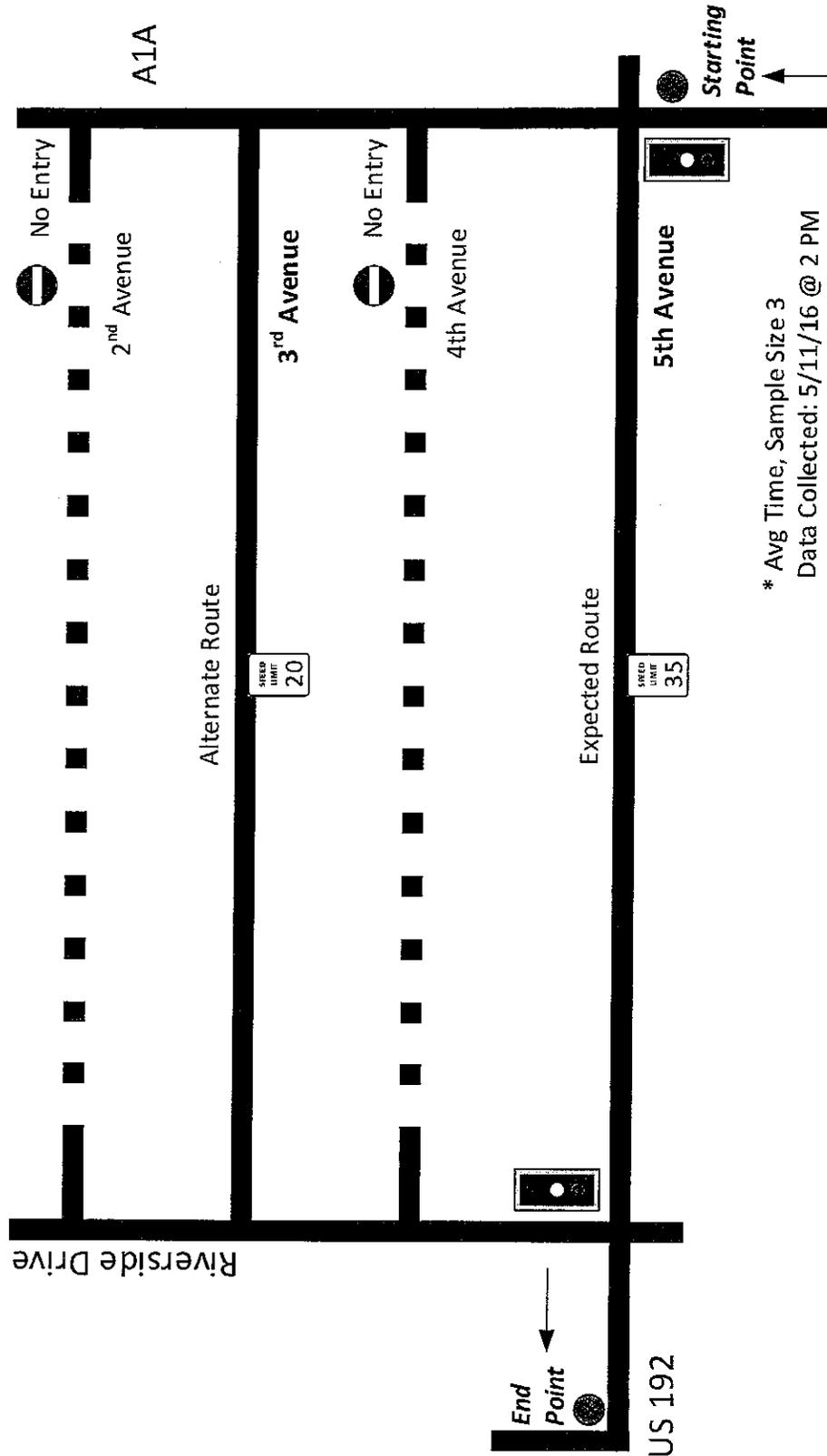
We see this traffic as a threat to our children, pets, safety, enjoyment of our properties, and neighborhood tranquility.

Name	Address	Phone #	Signature	Voter Reg. #
Marcos Horsford	<sup>227</sup> 3rd Avenue	(321) 693-7873	<i>Marcos Horsford</i>	
Sam Horsford	227 3rd Avenue	(321) 704-3013	<i>Sam Horsford</i>	
Mike Waterman	230 3rd Avenue	321 698-1600	<i>Mike Waterman</i>	
Sean Tate	<del>3rd Avenue</del> Shannon	989-860-0423	<i>Sean Tate</i>	
Peter Gioia	143 3rd Avenue	321-626-2180	<i>Peter Gioia</i>	
Tami Carside	124 3rd Avenue	544 8607	<i>Tami Carside</i>	
Jaime Stafford	120 3rd Avenue	321-698-1322	<i>Jaime Stafford</i>	
Jessica Stafford	116 3rd Avenue	321-258-3104	<i>Jessica Stafford</i>	
Osie Dorricott	112 3rd Avenue	321-493-8230	<i>Osie Dorricott</i>	
DANIEL PRINA	217 3rd Avenue	321-288-3856	<i>Daniel Prina</i>	
Pearl Bundy	<sup>Riverside</sup> 303 3rd Avenue	321 723 5849	<i>P. Bundy</i>	
Julie Carver	440 3rd Avenue	321 536 4436	<i>Julie Carver</i>	
Justin Carver	440 3rd Avenue	(321) 536-1039	<i>Justin Carver</i>	
Shawn Hitchcock	130 3rd Avenue	321-724-1687	<i>Shawn Hitchcock</i>	
	3rd Avenue			

# Travel Time Analysis

Expected Route: North on A1A to 5<sup>th</sup> Avenue to US 192: 153 Seconds (2:33)\*

Alt. Route: North on A1A to 3<sup>rd</sup> Avenue to Riverside to US 192: 147 Secs @ 20 MPH (2:27)\*  
95 Secs @ 30 MPH (1:35)



\* Avg Time, Sample Size 3  
Data Collected: 5/11/16 @ 2 PM

**RESULTS: It is faster to use 3<sup>rd</sup> Avenue than it is to use 5<sup>th</sup> Avenue**

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME, MIDDLE NAME <b>GREER, Randall Scott</b>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <b>Indianalantic Town Council</b>
MAILING ADDRESS <b>700 N. Shannon Ave Brevard</b>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY      COUNTY <b>Indianalantic</b>	NAME OF POLITICAL SUBDIVISION: _____
DATE ON WHICH VOTE OCCURRED <b>5-16-16</b>	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, Randall S Greer, hereby disclose that on 5-16, 20 16 :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

*I am a party in the litigation*

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

5-16-16  
Date Filed

Randall Greer  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

**TOWN OF INDIALANTIC**

**APPLICATION TO SERVE ON TOWN BOARDS**

1. Name: Yvette Campbell Home Phone: 321-749-9095  
2. Home Address: 241 Miami Avenue, Indialantic  
3. Business: \_\_\_\_\_ Bus. Phone: \_\_\_\_\_  
4. Business Address: \_\_\_\_\_  
5. Resume of Education and Experience: Retired from the Federal government  
(Use additional sheets or submit resume if you prefer)  
6. Are you a registered voter? Yes  No \_\_\_\_\_ **Item V. B(a)**  
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

**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?

My years of working in a congressional office has prepared me for giving back to the community.

SIGNATURE: Yvette Campbell DATE: 8.26.14

Email: y.caruthers@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: Laura Eaton, CMC  
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.

Agenda Item V. C

**SUBJECT: Melbourne Beach Fire Dispatch Services – Approval of Second Amendment to Fire-Rescue Dispatch Services Interlocal Agreement**

**Staff Report – Town of Indialantic**

**Meeting Date: June 8, 2016**

**Summary:**

Council is being requested to approve the Second Amendment to the Fire-Rescue Dispatch Services Interlocal Agreement with Melbourne Beach. Council approved the Agreement on January 7, 2015 (agenda item VIII-A) and the First Amendment on June 10, 2015 (agenda item VI.-C).

**Recommendation:**

Approve the Second Amendment to the Fire-Rescue Dispatch Services Interlocal Agreement with Melbourne Beach.

**MOTION: Approve the Second Amendment to the Fire-Rescue Dispatch Services Interlocal Agreement with Melbourne Beach.**

Submitted by:



Joan Clark  
Town Clerk

Approved for agenda:



Christopher W. Chinault  
Town Manager

THIS INSTRUMENT RETURN TO:  
Joan Clark, Town Clerk  
Town of Indialantic  
216 Fifth Avenue  
Indialantic, FL 32903

THIS INSTRUMENT PREPARED BY:  
Paul Gougelman, Town Attorney  
Weiss Serota Helfman, et al.  
200 East Broward Blvd. - Suite 1900  
Ft. Lauderdale, Florida 33301

**SECOND AMENDMENT TO**  
**FIRE-RESCUE DISPATCH SERVICES**  
**INTERLOCAL AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the Town of Indialantic, Florida, a Florida Municipal Corporation (herein: "Indialantic"), whose address is 216 Fifth Avenue, Indialantic, Florida 32903; and the Town of Melbourne Beach, Florida, a Florida Municipal Corporation (herein: "Melbourne Beach"), whose address is 507 Ocean Avenue, Melbourne Beach, Florida 32951.

**RECITALS:**

WHEREAS, Indialantic has agreed to provide fire-rescue dispatch services for Melbourne Beach in consideration of funding to be paid by Melbourne Beach;

WHEREAS, the agreement between Indialantic and Melbourne Beach is set forth in the Fire-Rescue Dispatch Services Interlocal Agreement which was recorded on January 27, 2015, in Official Records Book 7290, Page 198, Public Records of Brevard County, Florida (herein: the "Original Agreement");

WHEREAS, the Original Agreement terminated September 30, 2015, and the parties extended the effective period of the Original Agreement through approval of the First Amendment;

WHEREAS, the First Amendment to the Original Agreement terminates September 30, 2016, and the parties are desirous of extending the effective period of the Original Agreement as amended;

WHEREAS, Section 4. of the Agreement requires that any proposal to renew the Agreement must be received by both parties no later than June 1<sup>st</sup> of the year of renewal, and the parties have complied with all requirements of the Agreement for renewal and amendment of the Agreement;

WHEREAS, the Melbourne Beach Town Commission approved this Second Amendment to Fire-Rescue Dispatch Services Interlocal Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2016; and

WHEREAS, the Indialantic Town Council approved this Second Amendment to Fire-Rescue Dispatch Services Interlocal Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

1. Recitals. Each and all of the foregoing recitals be and the same are hereby incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement. Certain of the terms used herein are as defined in the Original Agreement.

2. Amendment of Agreement. Section 3. of the Agreement shall be amended as set forth below. In interpreting this Amendment to Fire-Rescue Dispatch Services Interlocal Agreement, underlined language is new text, and ~~stricken through~~ language is deleted text from the Agreement.

SECTION 3. TERM: This Agreement and any amendments hereto will be in force and become effective upon recording in the Public Records of Brevard, Florida (after approval and signature by both elected governing bodies). The term of this Agreement will be from January 27, 2015, the date of recording in the Public Records of Brevard County, Florida, of this fully executed Agreement until September 30, 2017 ~~2016~~ 2015. The Agreement may be renewed annually.

3. Effective Date; Recordation. Melbourne Beach hereby agrees to pay for any costs of recordation of this Second Agreement to Fire-Rescue Dispatch Services Interlocal Agreement in the Public Records of Brevard County, Florida. The recorded original hereof shall be returned to Indialantic for filing in its records. This Second Amendment to Fire-Rescue Dispatch Services Interlocal Agreement shall become effective on the date of recording of this Second Amendment to Fire-Rescue Dispatch Services Interlocal Agreement in the Public Records of Brevard County, Florida.

Executed as of the date first above written.

Signed, sealed and delivered  
in the presence of:

TOWN OF INDIALANTIC, FLORIDA,  
a Florida Municipal Corporation

By: \_\_\_\_\_  
Christopher W. Chinault, its  
Town Manager  
Address: 216 Fifth Avenue  
Indialantic, FL 32903

ATTEST:

\_\_\_\_\_  
Joan Clark, its Town Clerk

(TOWN SEAL)

TOWN OF MELBOURNE BEACH, FLORIDA,  
a Florida Municipal Corporation

By: \_\_\_\_\_  
Timothy Day, its  
Town Manager  
Address: 507 Ocean Avenue  
Melbourne Beach, FL 32951

ATTEST:

\_\_\_\_\_  
Gwendolynn Peirce, its  
Town Clerk

(TOWN SEAL)

Agenda Item VI. A

**SUBJECT: Ordinance No. 16-12/Second Reading and Public Hearing – Amending Chapter 11 relating to planning and the Town’s adopted Comprehensive Plan to reflect the updated provisions of the Comprehensive Plan and Florida Law.**

**Staff Report – Town of Indialantic**

**Meeting Date: June 8, 2016**

**Summary:**

Ordinance No. 16-12 updates the planning portion of the Indialantic Code (Chapter 11) for compliance with Florida Law and the Town’s Comprehensive Plan.

The Town’s Zoning and Planning Board reviewed the proposed Chapter 11 provisions on May 24, 2016, and found them to be consistent with the Town’s Comprehensive Plan.

**Recommendation:**

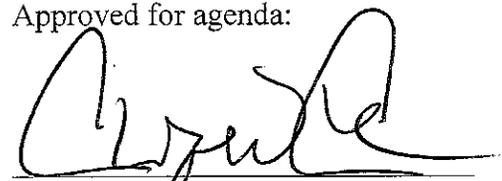
Adopt Ordinance No. 16-12 on first reading.

**MOTION: Adopt Ordinance No. 16-12 on first reading.**

Submitted by:

  
Joan Clark  
Town Clerk

Approved for agenda:

  
Christopher W. Chinault  
Town Manager





65 (b)(4)(C) Applications for approval or amendment of a special permit pursuant to  
66 provisions such as section 17-~~51132~~, Indialantic Town Code;

67 \* \* \*

68 (b)(4)(G) Appeals heard by the board of adjustment for relief from a(n);  
69 1. Determination of the building official relating to stormwater and drainage  
70 systems in Chapters 6.5 and 16.5, section 17-114, Indialantic Town Code,  
71 pursuant to section 17-114(10), Indialantic Town Code;

72 \* \* \*

73 (g) Town clerk's file. All correspondence, mail, or written communications reviewed  
74 by town officials prior to the final hearing on a pending quasi-judicial matter shall be  
75 placed in the official file regarding said matter and maintained by the town clerk. Said  
76 correspondence, mail, or written communications reviewed by town officials prior to the  
77 final hearing on a pending quasi-judicial matter, or any disclosure memoranda as  
78 described in sub-section (c)(3)(B) above, shall be available for public inspection. By no  
79 later than the commencement of the final public hearing, or if no formal public hearing is  
80 held, then at the commencement of any hearing at which the final decision regarding the  
81 quasi-judicial matter is made, the town clerk shall make said correspondence, mail,  
82 written communications, or other matters, and any disclosure memoranda placed in the  
83 official file, a part of the record. All of the foregoing documents shall be received by the  
84 council or board as evidence, with the exception of disclosure memoranda, subject to any  
85 objections interposed by participants at the hearing.

86 \* \* \*

87 **SECTION 5.** That Section 11-10 of the Code of Ordinances of Indialantic, Florida,  
88 is hereby amended to read:

89 **Sec. 11-10. Created.**

90 (a) The zoning and planning board is hereby designated as the local planning agency  
91 pursuant to the ~~Local Government Comprehensive Planning and Land Development~~  
92 ~~Regulation~~ Community Planning Act, as set forth in the Florida Statutes.

93 (b) The local planning agency shall have the general responsibility for the conduct of the  
94 comprehensive planning program of the town. The local planning agency shall:

\* \* \*

(2) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the town council such changes in the comprehensive plan as may from time to time be required or appropriate, including the preparation of any evaluation and appraisal reports pursuant to Section 163.3191, Florida Statutes.

\* \* \*

**SECTION 6.** That Section 11-25 of the Code of Ordinances of Indialantic, Florida, is hereby amended to read:

**Sec. 11-25. Adopted level of service standards.**

The minimum acceptable level of service standards for sanitary sewer, transportation, solid waste, potable water, drainage, and recreation shall be as follows:

\* \* \*

(2) *Sanitary Sewer:*

200 gallons per residential unit per day.

200 gallons per equivalent residential unit per day.

\* \* \*

(4) *Potable water:*

>< 110 gallons per person per day (residential and non-residential)

\* \* \*

(7) *Schools:*

100% of the Florida Inventory of School Houses (FISH) Capacity for each elementary, middle, and high school, and any combination school.

~~TIERED LEVEL OF SERVICE – SCHOOL YEARS 2007/08 TO 2011/12~~

Facility Type	2007-08	2008-09	2009-10	2010-11	2011-12
Elementary	127%	130%	115%	105%	100%
Middle Schools	122%	120%	100%	100%	100%
Jr./Sr. High	133%	135%	110%	105%	100%
High Schools	139%	130%	115%	100%	100%



Agenda Item VI. B

**SUBJECT: Ordinance No. 16-13/First reading: 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.**

**Staff Report – Town of Indialantic**

**Meeting Date: June 8, 2016**

**Summary:**

Council requested that the Town’s Heritage Committee develop a standard for the naming of Town parks and other Town facilities. The committee’s report is provided as item “A.”

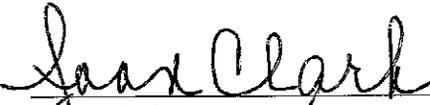
Council accepted the report at its regular meeting of May 16, 2016, which enabled staff to prepare the recommendation in ordinance form for further Council consideration.

**Recommendation:**

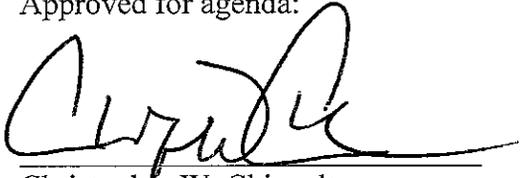
Approve Ordinance No. 16-13 on first reading.

**MOTION: Approve Ordinance No. 16-13 on first reading.**

Submitted by:

  
Joan Clark  
Town Clerk

Approved for agenda:

  
Christopher W. Chinault  
Town Manager

**Indialantic Code of Ordinance or Indialantic Town Resolution**

**To: Indialantic Town Council**

**From: Indialantic Heritage Committee**

**Subject: Criteria for the Naming/Renaming of Indialantic Facilities**

**Date:**

On September 9, 2015 the Indialantic Town Council charged the Indialantic Heritage Committee with developing a set of standards for naming or re-naming Indialantic parks and other town facilities including but not limited to, benches, boardwalk, streets, cross-overs, walkways, pavilions, monuments, government building and future construction.

After researching the subject the members of the Heritage Committee concur in the following guidelines. It is our recommendation that, if the criteria listed below are found to be agreeable, the Town Council craft an ordinance governing the naming/re-naming of town facilities.

A proposal for naming/re-naming a town facility may be presented to the Town Council by any Indialantic resident, group or descendent living outside of the area. Such a request shall be in writing and shall include the current name and location of the facility.

The proposal shall also include a documented description of reasons for name designation or change. If proposing to name a facility for a person the submission shall include a brief, but detailed account of the person's contributions and worthiness and how long a person was a resident of Indialantic. The name should strengthen the neighborhood and enhance Indialantic.

Park property and other town facilities may be named in honor of a deceased person after a waiting period of no less than twelve months from the death of such person.

An exception may be made in the case to honor a living person whose contribution or gift is of the most extraordinary nature.

We recommend that no street names be changed because of the financial impact and hardship it would cause to businesses and residents.

There should be a public notice of the Town Council Meeting at which the name change will be presented and voted on by the Town Council. Residents should be encouraged to attend to voice their opinions at that meeting.

accepted 5-16-16

A

1  
2  
3  
4  
5  
6  
7  
8  
9  
10

**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.**

11 WHEREAS, the Town Council desires to establish a uniform method and  
12 procedure in naming Town facilities, and;

13  
14 WHEREAS, the Town's Heritage Committee, at the request of the Town Council,  
15 developed a set of standards for naming or re-naming Indialantic parks and other Town  
16 facilities, and;

17  
18 WHEREAS, the Town Council of the Town of Indialantic, Florida, hereby finds this  
19 Ordinance to be in the best interests of the public health, safety, and welfare of the  
20 citizens of Indialantic.

21  
22 NOW, THEREFORE, BE IT ENACTED BY THE TOWN OF INDIALANTIC,  
23 FLORIDA:

24  
25 SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein  
26 by this reference.

27  
28 SECTION 2. That the Code of Ordinances of Indialantic, Florida, is hereby  
29 amended by adding a new article, to be numbered XI, which said article reads as follows:

30  
31 **ARTICLE XI. FACILITIES**

32  
33 SECTION 3. That the Code of Ordinances of Indialantic, Florida, is hereby  
34 amended by adding a new section, to be numbered 2-300, which said section reads as  
35 follows:

36  
37 Sec. 2-300. Facility Naming.

38  
39 (a) Purpose: The purpose of this Section is to establish a uniform method to assist the  
40 Town Council in naming Town facilities.

42 (b) Naming Guidelines:

43  
44 1. A resident of the Town of Indialantic, a non-resident descendent of a former  
45 resident who contributed to the Town who desires that a descendent be recognized, or  
46 a group or organization may file a request with the Town Clerk to name/rename a Town  
47 facility.

48  
49 2. Facilities to be considered for naming or renaming may include parks, dune  
50 crossovers, beach accesses, pavilions, piers, shelters, and walkways. Streets shall not  
51 be considered for naming/renaming.

52  
53 3. Names under consideration shall not include any names that promote alcohol  
54 or tobacco products or a political organization.

55  
56 4. Anyone for whom a facility is named should be a person who has been  
57 deceased for a minimum of twelve (12) months. However, Council may consider naming  
58 a facility for a person who is not deceased, or has not been deceased for a minimum of  
59 twelve (12) months, provided the person has made a contribution or gift of an  
60 extraordinary nature.

61  
62 5. The request shall include a detailed account of the relationship of the proposed  
63 name to the subject facility, the contribution made by the individual to the Town, an  
64 indication as to the worthiness of the individual as to why this request is being made, an  
65 indication as to the length of time that the person was a resident of the Town, the current  
66 name of the facility (if previously named), and the physical location of the facility.

67  
68 (c) Naming Determination: Council shall consider the request at a noticed public  
69 hearing.

70  
71 SECTION 4. Severability Clause/Interpretation.

72  
73 (a) In the event that any term, provision, clause, sentence or section of this  
74 Ordinance shall be held by a court of competent jurisdiction to be partially or wholly  
75 unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or  
76 unenforceability shall not affect any of the other or remaining terms, provisions, clauses,  
77 sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied  
78 as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did  
79 not exist.

80  
81 (b) That in interpreting this Ordinance, underlined words indicate additions to  
82 existing text, and ~~stricken through~~ words include deletions from existing text. Asterisks (\*  
83 \* \* \*) indicate a deletion from the Ordinance of text, which exists in the Code of  
84 Ordinances. It is intended that the text in the Code of Ordinances denoted by the  
85 asterisks and not set forth in this Ordinance shall remain unchanged from the language

86 existing prior to adoption of this Ordinance.

87

88 SECTION 5. Effective Date. This Ordinance shall become effective upon  
89 adoption of this Ordinance.

90

91 PASSED by the Town Council of the Town of Indialantic on first reading on the 8th  
92 day of June, 2016, and ADOPTED by the Town Council of the Town of Indialantic, Florida,  
93 on final reading on the 13th day of July, 2016.

94

TOWN OF INDIALANTIC

95

96

97

98

99

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

100

101

102 ATTEST: \_\_\_\_\_

103

Joan Clark  
Town Clerk

104

105

106

107 1<sup>st</sup> reading: June 8, 2016

108 2<sup>nd</sup> reading: July 13, 2016

109 Effective Date: July 13, 2016

Agenda Item VI. C

**SUBJECT: Ordinance No. 16-14/First Reading: 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 from six (6) to four (4) feet.**

**Staff Report – Town of Indialantic**

**Meeting Date: June 8, 2016**

**Summary:**

Ordinance No. 16-14 amends Section 17-105(1) of the Town's Code to decrease the height of swimming pool fences from six (6) to (4) feet, which is consistent with requirements set forth by the State of Florida, Brevard County, and other Brevard County municipalities. The Building Official has indicated that some individuals installing swimming pools with required fences appear confused as to the Town's requirement for a six (6) foot fence.

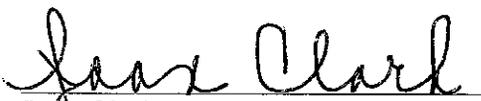
The Indialantic Zoning and Planning Board discussed the issue at its meeting of May 24, 2016, and recommended the reduction in swimming pool fence height to not less than four (4) feet nor more than six (6) feet to be consistent with other jurisdictions.

**Recommendation:**

Approve Ordinance No. 16-14 on first reading.

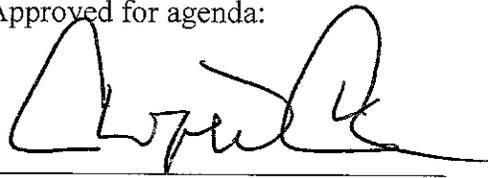
**MOTION: Approve Ordinance No. 16-14 on first reading.**

Submitted by:



Joan Clark  
Town Clerk

Approved for agenda:



Christopher W. Chinault  
Town Manager

1  
2  
3  
4  
5  
6  
7  
8  
9

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.

10 WHEREAS, the Town Council desires to establish swimming pool fence heights  
11 consistent with those required by the State of Florida, Brevard County, and other Brevard  
12 County municipalities, and;

13  
14 WHEREAS, the Town's current height requirement is six (6) feet, which is two (2)  
15 feet higher than that required by other jurisdictions, and;

16  
17 WHEREAS, this discrepancy has caused confusion by some individuals installing  
18 swimming pools with required fences, and

19  
20 WHEREAS, the Indialantic Zoning and Planning Board, at its meeting of May 24,  
21 2016, recommended a reduction in swimming pool fence height from six (6) feet to not  
22 less than four (4) feet nor more than six (6) feet to be consistent with other jurisdictional  
23 requirements; and

24  
25 WHEREAS, the Town Council of the Town of Indialantic, Florida, hereby finds this  
26 Ordinance to be in the best interests of the public health, safety, and welfare of the  
27 citizens of Indialantic.

28  
29 NOW, THEREFORE, BE IT ENACTED BY THE TOWN OF INDIALANTIC,  
30 FLORIDA:

31  
32 SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein  
33 by this reference.

34  
35 SECTION 2. That Section 17-015(1) of the Code of Indialantic, Florida, is hereby  
36 amended as follows:

37  
38 **Sec. 17-105. Swimming pools.**

39  
40 (1) Every outdoor private or public swimming pool shall be completely surrounded  
41 by a fence or wall ~~six (6)~~ not less than four (4) feet nor more than six (6) feet, or by an  
42 enclosure which must be eight (8) feet in height. Said fence, wall, or enclosure shall be  
43 so constructed as to not have openings, holes, or gaps larger than four (4) inches in any

44 dimension, except for doors and gates. If a picket fence is erected or maintained, the  
45 vertical and/or horizontal gap between the pickets shall not be more than four (4) inches.  
46 A dwelling house or accessory building may be used as part of such enclosure provided  
47 it meets the requirements in subsection (3)(a) below.

48 \* \* \*

50  
51 SECTION 3. Severability Clause/Interpretation.

52  
53 (a) In the event that any term, provision, clause, sentence or section of this  
54 Ordinance shall be held by a court of competent jurisdiction to be partially or wholly  
55 unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or  
56 unenforceability shall not affect any of the other or remaining terms, provisions, clauses,  
57 sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied  
58 as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did  
59 not exist.

60  
61 (b) That in interpreting this Ordinance, underlined words indicate additions to  
62 existing text, and ~~stricken through~~ words include deletions from existing text. Asterisks (\*  
63 \* \* \*) indicate a deletion from the Ordinance of text, which exists in the Code of  
64 Ordinances. It is intended that the text in the Code of Ordinances denoted by the  
65 asterisks and not set forth in this Ordinance shall remain unchanged from the language  
66 existing prior to adoption of this Ordinance.

67  
68 SECTION 4. Effective Date. This Ordinance shall become effective upon  
69 adoption of this Ordinance.

70  
71 PASSED by the Town Council of the Town of Indialantic on first reading on the 8th  
72 day of June, 2016, and ADOPTED by the Town Council of the Town of Indialantic, Florida,  
73 on final reading on the 13th day of July, 2016.

74  
75 TOWN OF INDIALANTIC

76  
77  
78 \_\_\_\_\_  
79 David Berkman  
80 Mayor

81 ATTEST: \_\_\_\_\_  
82 Joan Clark  
83 Town Clerk

84 1<sup>st</sup> reading: June 8, 2016  
85 2<sup>nd</sup> reading: July 13, 2016  
86 Effective Date: July 13, 2016

Agenda Item VII. A

**SUBJECT: 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.**

**Staff Report – Town of Indialantic**

**Meeting Date: June 8, 2016**

**Summary:**

MAI Design Build has provided a cost estimate of \$2,500 to provide design services for increased security to the prisoner holding area in the police portion of Town Hall. The improvements consist of constructing a wall with clear visibility and a door, a grab bar by the cell toilet, and relocating and adding a door to the 2<sup>nd</sup> floor access area. Estimated construction cost is projected to not exceed \$25,000.

Council indicated on August 12, 2015 (agenda item VII.B) for staff to explore facility site improvements.

Funds for the design are included in the FY-16 Budget in account 552.3100.

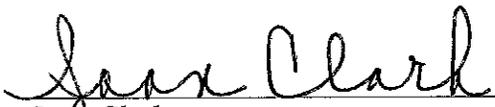
**Recommendation:**

Authorize engaging MAI Design Build of Melbourne to provide design services to improve security in the Town Hall prisoner holding area.

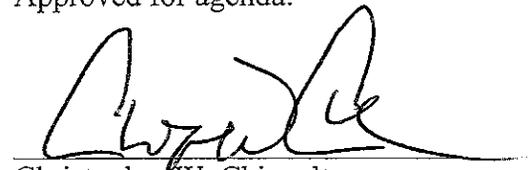
**MOTION: Authorize engaging MAI Design Build of Melbourne to provide design services to improve security in the Town Hall prisoner holding area.**

Submitted by:

Approved for agenda:



Joan Clark  
Town Clerk



Christopher W. Chinault  
Town Manager

Agenda Item VIII. A

**SUBJECT: Street Resurfacing – Approve resurfacing the 100 block of Eighth Avenue, the 200 block of Cocoa Avenue, the 300 block of Cocoa and Oakland Avenues, and S. Shannon Avenue south of Orlando Boulevard.**

**Staff Report – Town of Indialantic**

**Meeting Date: June 8, 2016**

**Summary:**

Council is being requested to authorize resurfacing the following street segments in FY-17:

- S. Shannon Avenue (south of Orlando Blvd.) – last resurfaced in 1987
- Cocoa Avenue (200 block) – last resurfaced in 1988
- Cocoa Avenue (300 block) – last resurfaced in 1988
- Eighth Avenue (100 block) – last resurfaced in 1988
- Oakland Avenue (300 block) – last resurfaced in 1987

Funds are expected to be included in FY-17 budget account 541-6300 for street resurfacing.

**Recommendation:**

Approve resurfacing the 100 block of Eighth Avenue, the 200 block of Cocoa Avenue, the 300 block of Cocoa and Oakland Avenues, and S. Shannon Avenue south of Orlando Boulevard.

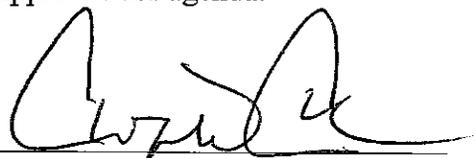
**MOTION: Approve resurfacing the 100 block of Eighth Avenue, the 200 block of Cocoa Avenue, the 300 block of Cocoa and Oakland Avenues, and S. Shannon Avenue south of Orlando Boulevard.**

Submitted by:



Joan Clark  
Town Clerk

Approved for agenda:



Christopher W. Chinault  
Town Manager

Agenda Item VIII. B

**SUBJECT: Agreement with Local 1951, Melbourne Fire Fighters Association, International Association of Fire Fighters**

**Staff Report – Town of Indialantic**

**Meeting Date: June 8, 2016**

**Summary:**

Council is being requested to ratify the Agreement between the Town and Local 1951, Melbourne Fire Fighters Association, International Association of Fire Fighters (IAFF). The members of the bargaining unit, i.e. the three Fire Fighter/Paramedics (Captains) and three Fire Fighter/EMTs ratified the Agreement on May 27, 2016.

Adjustments to the prior Agreement include the following:

- adjustments to meet required regulations and Florida Statutes;
- Compensation: \$1,000/yr. incentive increase for FF/Paramedics, \$1,500/yr. incentive for FF/EMTs if approved for solo status as paramedic; \$500/yr. to FF/EMTs (currently paid to certified FF/Paramedics) if certified for conducting fire inspections; cost-of-living adjustments to be received in FY-16 in the same amount as provided for non-bargaining employees and to be revisited for FY-17 and FY-18;
- Shoe allowance to increase from \$80/yr. to \$100/yr.;
- Educational reimbursement changed from a maximum of one course per year and a maximum of \$350 per calendar year to a maximum of three courses per year and a maximum of \$800 per calendar year;
- Term: October 1, 2015 to September 30, 2018.

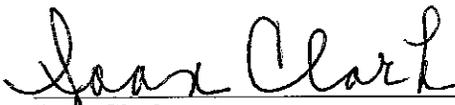
**Recommendation:**

Ratify the Agreement between the Town and Local 1951, Melbourne Fire Fighters Association, International Association of Fire Fighters.

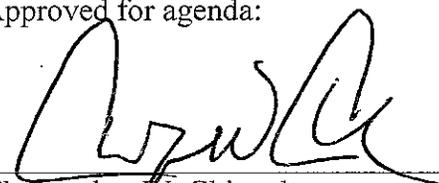
**MOTION: Ratify the Agreement between the Town and Local 1951, Melbourne Fire Fighters Association, International Association of Fire Fighters.**

Submitted by:

Approved for agenda:



Joan Clark  
Town Clerk



Christopher W. Chinault  
Town Manager

**AGREEMENT**

between the

**TOWN OF INDIALANTIC, FLORIDA**

and

**LOCAL 1951, MELBOURNE FIRE FIGHTERS  
ASSOCIATION, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS**

## Table of Contents

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>Page Number</u>
1	Preamble	1
2	Recognition	1
3	Non-Discrimination	1
4	Management Rights	1
5	Payroll Deductions	2
6	Bulletin Board	3
7	Safety & Health	3
8	Compensation	3
9	Firefighters Pension and Retirement Plan	4
10	Insurance	4
11	Uniforms	5
12	Holidays	6
13	Leave	6
14	Workers' Compensation	10
15	Education Assistance Program	10
16	Performance Evaluation Program	11
17	Hours of Work	12
18	Call Back Pay	12
19	Shift Exchange	12
20	Working Outside Position	12
21	Reduction-in-Force	13
22	Vacancies and Promotions	13
23	Political Activity	13
24	Grievance and Arbitration Procedure	14
25	Disciplinary Action	17
26	General Provisions	18
27	Severability Clause	19
28	Appendices and Amendments	19
29	Duration	19

ARTICLE 1 Preamble

This Agreement is entered into by and between the Town of Indialantic, Florida, hereinafter referred to as the "Town" and Local 1951, International Association Firefighters, hereinafter referred to as the "Union" or "IAFF".

It is the purpose of this Agreement to maintain harmonious relations between the Town and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE 2 Recognition

The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining for the employees in the unit described below:

INCLUDED: All full-time employees in the classifications of Firefighter EMT and Firefighter Paramedic Captain.

EXCLUDED: Volunteer Firefighters, Fire Chief and all other positions or classifications.

ARTICLE 3 Non-Discrimination

The Town and the Union agree that there shall be no discrimination against any employee because of race, color, sex, national origin, religion, age, marital status, disability, membership/non-membership in the Union, or any other status protected by law.

ARTICLE 4 Management Rights

Except as expressly limited by this Agreement, the Town shall retain all rights and prerogatives held by the Town prior to the certification of the IAFF and have the exclusive right to take any action it deems necessary or appropriate to manage and operate its fire department and to direct its workforce therein, including, but not limited to the right:

- (1) to determine the qualifications for and to select its employees;
- (2) to make, enforce, and change all rules, policies and procedures relating to and governing the work, conduct and safety of unit employees;
- (3) to determine the size and composition of its work force;
- (4) to determine work schedules and all methods of work and operation;
- (5) to assign overtime work;
- (6) to select persons to perform such overtime work;
- (7) to determine the number and types of equipment, processes, materials, products and supplies to be used, operated or distributed;
- (8) to hire, retire, promote demote, evaluate, compensate, transfer, assign, direct, lay off, recall, furlough, reprimand, suspend, discharge and otherwise discipline all unit employees;

- (9) to maintain efficiency of employees;
- (10) to institute and establish new methods and procedures of training of unit personnel and to engage in such training methods and procedures; to determine and re-determine job content, job descriptions and all qualifications for job classifications;
- (11) to determine the amounts and types of work to be performed by employees;
- (12) to engage in experimental and developmental projects using unit employees;
- (13) to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement;
- (14) to use managerial, supervisory, or other non-unit employees to perform work performed by employees of the unit;
- (15) to determine all assignments of work;
- (16) to schedule the hours and days to be worked by employees on each job and each shift;
- (17) to permanently or temporarily discontinue, or to transfer or assign all or any part of its facilities, functions, services, production or other operations;
- (18) to open new facilities and transfer its operations or any part thereof to such new facilities;
- (19) to transfer or assign employees to new facilities;
- (20) to subcontract all or any part of its functions, operations or work;
- (21) to expand, reduce, alter, combine, transfer, assign, cease or create any job, job classification, department or operation;
- (22) to control, regulate or discontinue the use of supplies, equipment, vehicles and other property owned, used, possessed or leased by it;
- (23) to introduce new, different or improved methods, means, processes, maintenance, service and operations; and
- (24) to have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

## ARTICLE 5            Payroll Deductions

Upon receipt of a lawfully executed written authorization form from a unit employee, the Town agrees to deduct the regular IAFF dues of such employee from his or her regularly disbursed pay and remit such deductions to the duly elected Treasurer of the IAFF (Local 1951).

Any unit employee may revoke his/her authorization for dues deductions by submitting such revocation in writing to the Town with a copy to the IAFF.

No deduction will be made from the pay of any unit employee for any payroll period in which the employee's net earnings for the payroll period, after other deductions, are less than the amount of dues to be checked off.

The IAFF agrees to indemnify and hold harmless the Town, its agents, employees and officials, elected or otherwise, from and against any claims, demands, damages, or causes of action (including but not limited to claims, etc. based on unintentional errors), of any nature whatsoever, asserted by any person, firm, or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims.

ARTICLE 6            Bulletin Board

The Town shall furnish the IAFF with bulletin board space, which will not exceed twenty-four (24) inches by forty-eight (48) inches, at the fire station in the kitchen for the posting of the following types of notices: recreational and social affairs for the IAFF, IAFF elections, reports of the IAFF, and IAFF meeting notices.

Notices and announcements shall be mutually agreed upon by the Fire Chief and the IAFF representative prior to posting. Any material not agreed upon in advance by both parties can be removed by either party.

It is intended, for purposes of interpretation, that the bulletin board space which is provided shall be used primarily for employee information and internal communications, and not for the basic purpose of communicating with the general public.

ARTICLE 7            Safety & Health

The Town will make every reasonable effort to provide and maintain safe working conditions. To this end, the Union will cooperate and encourage the employees to work in a safe manner. Also, the Fire Chief will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any unit member. Within thirty (30) days of receipt of such a recommendation, the Town shall give a written reply to such employee regarding the disposition of his/her recommendation.

ARTICLE 8            Compensation

The Town will compensate bargaining unit employees within and in accordance with the following minimum/maximum pay range effective for fiscal year 2016 (i.e. FY-16):

	<u>Minimum</u>	<u>Maximum</u>
Firefighter EMT	\$36,306	\$54,461
Firefighter EMT will receive an additional \$1,500 per fiscal year for paramedic certification if approved for solo status by the Town's Medical Director.		
Firefighter Paramedic Captain	\$36,306	\$54,461
Firefighter Paramedic Captain will receive an additional \$4,000 per fiscal year.		
Firefighter Paramedic Captain and Firefighter EMT will receive an additional \$500 per fiscal year for fire inspections if properly certified.		

Each employee is eligible to receive additional compensation under the Town's merit evaluation system provided the Town includes money in the annual fiscal year budget to cover the expense of providing for compensation under the merit evaluation system. If compensation is included in the annual fiscal year budget to cover the cost of funding the Town's merit evaluation system for non-bargaining unit employees, unit employees will be eligible for the same range of percentage increases as non-bargaining unit employees.

Bargaining unit employees will receive a cost-of-living adjustment for FY-16 in the same amount as provided for non-bargaining unit employees provided the Town provides a cost-of-living adjustment for non-bargaining employees. For subsequent fiscal years during the term of this Agreement, the parties will meet in the month of August, prior to the upcoming fiscal year, to negotiate a possible cost-of-living wage adjustment. For years subsequent to FY-16 any cost-of-living adjustments agreed to shall affect the then minimum and maximum.

Each employee who has reached the maximum of his/her pay range on the effective date of a merit increase shall receive the merit increase, if any, in a lump sum payment.

#### ARTICLE 9 Firefighters Pension and Retirement Plan

The Town and Union agree to continue the current pension plan in force subject to the three hundred hour cap on overtime in calculating retirement benefits, the restrictions on including unused sick and annual leave, and any other applicable statutory amendments. The Town and the Union agree that premium tax revenues shall be allocated in accordance with Florida Statutes, Chapter 175.351 (1) (a-f). It is agreed that should the Florida State Legislature enact any pension law changes that could materially affect the parties' current rights and obligations or should there be a material increase (at least 10%) in either the Towns' or the Employees' contribution rates this article may be re-opened during the term of this Agreement with the understanding that any changes to the pension plan will be subject to collective bargaining and will not be changed arbitrarily.

#### ARTICLE 10 Insurance

The Town will make available health insurance, dental insurance, and life insurance on a group basis to unit employees to the same extent and in the same manner that such insurance is provided to other Town employees. The Town reserves the right to terminate the program or any part thereof at any time.

Dependent health and dental coverage will be optional to all eligible employees. The Town will offset the monthly premium cost in the same manner that it does for other Town employees.

The Town reserves the right to reduce or enlarge the benefits payable under any coverages, to alter or cease any coverages, to raise or lower any "out of pocket" amounts and to raise or lower any deductibles.

Provided that unit employees are afforded the same health and dental insurance program to the same extent and in the same manner that such insurance is provided to all other Town employee, the Town shall have the right to make any changes in the costs to it or to unit employees of any element of the program, and to require unit employees to bear any portion of the cost of coverage presently paid for in full or in part by the Town. It is agreed that, in the event of a premium increase or other increase in the cost to the Town of providing any of the program, any increase will be paid by the employees in any proportion as determined by the Town, including in its entirety. All increases in employee costs described in this paragraph of this Article shall be deducted from wages and shall be administered in the manner presently in effect.

Provided the program is available to unit employees to the same extent and in the same manner that it is provided to all other Town employees, the Town may exercise any of the foregoing rights reserved to it including the changes as above set forth, without collective bargaining as to the decision or its impact or effects.

The Town will provide life insurance coverage in the amount of \$25,000 as it does for other Town, non-unit, employees and will provide any additional life insurance coverage required by law.

#### ARTICLE 11            Uniforms

Uniforms as provided by the Town shall be worn during all work hours. Clothing items not issued by the Town shall not be worn without the permission of the Fire Chief.

Uniforms will be determined by the Town, but will generally include pants, shorts, tee shirts (polo shirts may be substituted at the Town's option), a ball cap, and a jacket. The Town will make every effort to ensure that replacement clothing is provided as needed due to normal wear conditions. Additionally, the Town will provide station boots on a twelve (12) month basis at a cost not to exceed one hundred dollars per pair. Appropriate protective clothing, as determined by the Town, will also be provided to employees at no cost to the employee. Uniforms will be replaced as needed when they reflect normal wear or damage due to an employee's performance in the course of his/her duties.

Any of the following items lost or damaged in the performance of an employee's job duties and not as a result of the employee's carelessness shall be reimbursed by the Town for the actual cost to repair or replace not to exceed one hundred dollars (\$100) for sunglasses or wristwatch/pocket watch and not exceed two hundred dollars (\$200) for prescription eyeglasses or cell telephone.

All clothing and equipment provided by the Town shall be turned over to the Town in good condition, subject to normal wear and tear, upon cessation of employment for any reason as a condition to receipt of final pay disbursement.

ARTICLE 12           Holidays

The following holidays are recognized:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Friday after Thanksgiving Day
- Christmas Eve (December 24)
- Christmas Day (December 25)
- Floating Holiday (which will be taken by the end of the calendar year or be forfeited by the employee—use of this holiday requires the approval of the department head and requires a minimum of 3 working days notice prior to the desired time off—an employee is not entitled to a floating holiday during the first 6 months of employment)

Employees that don't work on a holiday shall receive 12 hours pay at regular time (provided that the employee has worked his/her last scheduled work shift before and the next scheduled work shift after the holiday). Employees who work on a holiday shall receive in addition to his/her regular pay, an additional 18 hours pay at regular time, provided the employee works a full shift. If the employee is excused prior to completing a full shift he/she shall be paid a prorated amount. Employees scheduled to work on a holiday but fail to report to work shall not receive holiday pay.

ARTICLE 13           Leave

A. Family Medical Leave Act (FMLA)

The Town will grant eligible employees unpaid leave for family or medical reasons in accordance with the Family and Medical Leave Act ("FMLA") and applicable Department of Labor regulations.

B. Jury Duty

Employees summoned by law for jury duty shall be granted the necessary time off from scheduled duty with pay upon presentation to the Fire Chief of satisfactory written evidence relating to such duty. An employee serving on such duty shall report to his/her assigned work location upon being released for the day if at least one (1) hour of his/her work hours or shift is still in effect.

This section shall apply only to petit jury service and shall have no applicability to grand jury service unless the Town determines to apply it in full or in part at the Town's discretion on an individual case-by-case basis.

Compensation paid by the state, county or other authority issuing any summons or notice for jury service must be endorsed and tendered to the Town by the affected employee as a condition to be paid by the Town for the time taken off for jury duty.

C. Other

Unit members shall be eligible for court leave, military and National Guard leave, disability leave, long and short term leaves of absence, funeral leave, voting leave and FMLA leave to the same extent and in the same manner as other Town employees in accordance with then applicable provisions of the Town of Indialantic Personnel/Civil Service Manual.

D. Sick

Sick leave shall be granted to and shall be earned only by regular full-time employees. Personnel hired on or before the 15<sup>th</sup> of the month shall accumulate sick leave benefits from the 1<sup>st</sup> of the month. Personnel hired after the 15<sup>th</sup> of the month shall not accrue sick leave benefits until the 1<sup>st</sup> of the next month. Earned sick leave may not be utilized until the first day of the month following ninety (90) days of continuous employment with the Town.

Sick leave shall be accrued at the rate of 12 hours per month. There is no limit on the amount of sick leave employees may accrue. An employee will be charged 24 hours for each shift he/she is on sick leave.

An employee who is unable to work due to illness shall notify his/her on-duty immediate supervisor as early as possible prior to his/her scheduled reporting time, giving the reason for absence and the expected period of absence. Such procedure shall be followed for each shift the employee is unable to work. Any employee who fails to notify the on-duty immediate supervisor, as above required, within 3 calendar days following the shift missed by such employee, will be considered as having resigned without notice.

Sick leave shall be used only with the approval of the Fire Chief or his/her designee. Sick leave shall not be authorized prior to the time it is earned and credited to the employee.

Sick leave is authorized only in the event of the employee's or immediate family's personal illness, injury, or exposure to a contagious disease which would endanger other employees. Sick leave may also be allowed to make possible the employee's personal appointments with a physician or dentist when it is not possible to arrange such appointments for off-duty hours. Such use of sick leave shall not exceed the time required to complete such appointments.

The minimum charge for sick leave shall be units of one-quarter hour. The Town is responsible for determining to its satisfaction that an employee is too ill to work. The Town may require an employee to present medical evidence from a licensed physician that the employee is physically not able to work.

Employees who have exhausted all other accumulated leave (e.g. vacation leave, sick leave, compensatory leave) and are in need of additional sick leave shall be allowed to use vacation leave which has been donated by a fellow employee. An employee who has unused sick or other paid leave on the books is not guaranteed continued employment.

Employees with paid service of over twenty years and who have exhausted all other accumulated leave (e.g. vacation leave, sick leave, compensatory leave) and are in need of additional sick leave shall be provided additional sick leave at the rate of two hours for each month of paid service from the date of employment.

Upon separation, retirement or death employees shall not be compensated for unused sick leave.

E. Vacation

A full-time unit employee shall earn vacation leave at the following annual rate:

<u>Length of Service</u>	<u>Vacation Hours</u>
Up to 36 months	120
37 to 60 months	144
61 to 120 months	180
121 months of service and thereafter	240

The maximum number of vacation hours, which can be accumulated by any employee at the end of any fiscal year, is 360 hours. Any vacation time earned in excess of the hours authorized which is not taken before the end of the fiscal year is forfeited and lost as of the beginning of the next fiscal year; provided however, an employee who was unable to take earned vacation time off for which he/she made a prior written request solely because the Town denied the request due to the need to ensure coverage shall be paid at his/her base hourly rate for sufficient hours to avoid such forfeiture. Accrued vacation time in excess of any annual accrual may be sold back to the Town if approved by the Town Clerk and the Town Manager. An employee will be charged 24 hours for each shift of vacation leave taken.

Vacation leave shall not be authorized prior to the time that it is earned and credited to the employee, nor shall an employee be eligible to use accumulated vacation leave during his/her first 6 months of employment. The minimum charge for vacation leave shall be units of one-quarter hour.

Employees will be paid at straight time for unused but earned vacation leave upon lay-off or termination from Town employment, except that an employee who resigns must give two weeks written notice of resignation prior to his/her last day of work in order to receive such payment and will forfeit such payment by failure to meet this condition unless this requirement is waived by the Town Manager.

(1) Donating Vacation Leave

Unit employees may voluntarily contribute accrued vacation leave in excess of an annual accrual for the use of employees who, through extended illness or injury recovery periods, have exhausted all of their own vacation, sick, and all other available leave.

F. Witness Service

Employees who are required by a valid subpoena to serve at any time as witnesses in any judicial proceeding in any matter arising out of the scope and course of their employment by the Town shall be paid for the actual time spent so serving, regardless of whether all or part of such time coincides with such employee's regularly scheduled shift.

A unit employee called under subpoena from non-duty status shall receive pay as above, or two (2) hours at his or her base hourly rate, whichever is greater.

Employees may retain the witness fee and mileage payment.

As used in this Article, "judicial proceeding" shall include hearings and discovery depositions in court cases as well as administrative and quasi-judicial proceedings.

The Town shall have discretion to arrange, in all possible cases, with the court, prosecuting attorney's office, or other party requiring attendance at the proceeding for attendance of an employee to be deferred until his/her actual presence is necessary.

Non-duty time when an employee is merely on call to be summoned for attendance is not compensable by the Town.

ARTICLE 14            Workers' Compensation

The Town will supplement workers' compensation payments so that the employee will receive 100% of his/her pay for a period of 30 calendar days. After day 31 an employee may use accrued sick leave/vacation leave to supplement workers' compensation payments as long as the combined workers' compensation pay and sick leave/vacation leave taken do not exceed 100% of base pay. If there is no sick leave or vacation leave available, the workers' compensation pay will be the total paid to the employee. The Town reserves the right to require periodic medical examinations and reports from employees who are away from work due to injuries.

Prior to returning to work the employee must provide a certification from the treating health care provider that the employee can safely resume his/her job duties.

ARTICLE 15            Education Assistance Program

The Town agrees to establish a tuition refund program for employees in an effort to encourage improving the educational level of its fire/rescue personnel. The conditions and requirements of the program are as follows:

1. The employee, with prior approval of the Fire Chief, must be registered in a course related to the Fire Service or EMS field and advancing towards a Fire or EMS-related degree at a State of Florida accredited institution. Whether an institution is appropriately accredited or not shall be at the sole discretion of the Town Manager.
2. In order to obtain financial reimbursement for tuition costs, the employee must:
  - a. Successfully complete the course with a minimum grade of "A", "B", "C", or "Pass" in Pass-Fail courses.
  - b. Agree to remain in the Town's employment for two (2) years from the date of course completion. Employees leaving employment within two (2) years of receipt of educational reimbursement shall reimburse the Town at the following rate: zero (0) to twelve (12) months at one hundred percent (100%) and thirteen (13) to twenty-four (24) months at fifty percent (50%) of the funds expended for these courses.
  - c. Submit appropriate documentation to the Fire Chief within thirty (30) days from receipt of grades, such documents shall include copies of said receipts for payment of said tuition fees and copies of proof of minimum passing grade.
  - d. Tuition reimbursement will only be made to an employee who is on active payroll when payment is due.

3. Tuition reimbursement shall be for full cost of no more than three (3) courses per academic year based on the following criteria: a grade of "A" or "Pass" on Pass-Fail courses will receive full reimbursement; a grade of "B" will receive seventy-five percent (75%) reimbursement; and a grade of "C" will receive fifty percent (50%) reimbursement. In no case shall reimbursement to an employee under this program exceed eight hundred dollars (\$800) per year.
4. The courses will be approved only if the Town has funds in its budget for educational assistance in the budget year in which the payment will be due. The Fire Chief will make that determination.
5. The Town will reimburse for textbooks up to a maximum of fifty dollars (\$50) per course, used by the bargaining unit employee in the college courses (provided the employee passes or receives a grade of "C" or higher in the course or courses in which such books were used) as above defined, which are approved by the Fire Chief. Upon course completion said books are to be given to the Fire Chief and will be re-used, if possible.
6. The employee must have been continuously employed by the Town, on a full-time regular basis, for a minimum of twelve (12) continuous months immediately preceding the first day of class for which tuition reimbursement is requested.

#### ARTICLE 16            Performance Evaluation Program

The Town Manager will establish with the Town Clerk a program for evaluating the work performance of employees. The program is designed to evaluate employee work performance as accurately, honestly and as fairly as is reasonably possible. Evaluations shall be on forms provided by the Town Clerk. Evaluations shall be done on the basis of first hand, personal knowledge by the Fire Chief with input from other supervisory personnel as he deems appropriate for each employee.

The evaluation shall be used as a guide in helping determine the need for work improvement, the desirability and amount of a merit increase, if any, and as a factor in promotion. It is of particular importance that evaluations be objective. No evaluation shall be more favorable than deserved by the employee.

Completed evaluations will be sent to the Town Manager for his approval. Before that, each affected employee will review the evaluation with the Fire Chief and will sign the evaluation.

A special performance evaluation can be conducted at any time to denote either exemplary performance or performance below acceptable standards. Evaluations shall be at least annually.

ARTICLE 17           Hours of Work

A normal shift shall consist of a 24 hour period, from 0730 to 0730 followed by the unit employee being off for 48 hours. The pay period will consist of 14 consecutive calendar days. Overtime cannot be worked in increments of less than 15 minutes. Paid hours for such things as holidays or sick time shall not count as hours worked in calculation of overtime compensation. Time worked shall include the employee's annual vacation accrual. Overtime pay at a rate of time and one half will be paid for all time worked in excess of 106 hours worked in a 14 day cycle. Unit employees are required to be present at and on their assigned jobs for the total hours in the work shift unless the appropriate authority authorizes absence from duty. All absences shall be properly recorded and charged. The pay week begins on a Tuesday and runs through the following Monday.

ARTICLE 18           Call Back Pay

Unit employees who are called back to work because of an emergency or urgent situation will receive a minimum of 2 hours payment at the overtime rate of pay.

ARTICLE 19           Shift Exchange

An employee in the unit may exchange shifts with another employee in the unit upon getting the necessary approval of the Fire Chief or his/her designee.

Shifts will be charged to the leave time of the substitute employee agreeing to work if the substitute employee fails to report to duty.

The shift exchange will be compensated, for all purposes, to the originally scheduled employee as if he/she had actually worked the shift.

In the event of any dispute between an employee and a substitute employee as to who should be charged, the Fire Chief or his/her designee will have the authority to resolve the dispute and such resolution will not be subject to the grievance and arbitration procedure herein.

ARTICLE 20           Working Outside Position

An employee who temporarily assumes and occupies the position and duties of a supervisor will be paid within the pay range of the position being filled and at least 1.05 times his/her base rate per day for each full day worked in such position commencing upon written assignment to the acting position and after the fortieth consecutive hour worked by such employee in such supervisory position.

To be compensated in such a manner as noted above the employee who temporarily assumes and occupies the position and duties of a supervisor must meet the requirements for the supervisory position.

ARTICLE 21            Reduction-in-Force

In the event of a reduction-in-force, layoff and/or recall, if the qualifications, experience, skills, ability and performance of the affected bargaining unit employees are equal in the judgment of the Employer, preference will be given to the more senior employee in selecting employees for reduction, layoff and/or recall.

Employees will be subject to recall from a layoff for a period of one hundred and eighty (180) days. Notice of recall shall be sent by U.S. mail, hand delivery or other appropriate manner. Employees will have fifteen (15) calendar days from the date that the notice of recall was issued by the Town to report.

ARTICLE 22            Vacancies and Promotions

All available full-time positions within the Fire Department will be posted at Town Hall and within the Fire Department.

Applications for posted positions must be filed with the Town Clerk. Decisions shall be based on merit including applicable experience, educational requirements, job knowledge requirements, and performance evaluations.

A promotion is defined as the movement of an employee from one job classification to another classification with a higher pay grade.

An employee must serve a six (6) month probationary period in the position to which he/she was promoted.

ARTICLE 23            Political Activity

Employees in the bargaining unit shall be prohibited from engaging in political activity such as, but not limited to, campaigning, soliciting, making speeches, or making appearances at political functions (other than as may be requested by official duties), while in uniform, on duty, or otherwise acting within the scope of employment. At all other times, there shall be no prohibition against peaceful political activity.

Coercion of or by an employee for political purposes and using the position of employment for political purposes is prohibited.

Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

A "grievance" is a claimed violation of this Agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this article) or by the IAFF. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. The Town need not entertain or process under this article and may refuse to entertain or process any dispute claim or complaint or other matter not meeting this definition.

Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

**Step 1:** An aggrieved employee or the IAFF shall present in writing the grievance to the Fire Chief within fourteen (14) calendar days of the aggrieved employee's or IAFF's knowledge of the occurrence of the action giving rise to the grievance. The Fire Chief shall reach a decision and communicate it in writing to the grievant within fourteen (14) calendar days from the date the grievance was presented to him/her. The failure of the aggrieved employee or the IAFF to make the grievance known in writing to the Fire Chief within fourteen (14) calendar days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase "action giving rise to the grievance" shall include a final decision made by any representative of the Town which will result at a later time in adverse personnel action.

**Step 2:** If the grievance is not fully and conclusively resolved at the first step, the grievant or IAFF, within seven (7) calendar days of receipt of the answer provided in Step 1, may forward the written grievance to the Town Manager. The Town Manager may, but need not, hold a meeting with the grievant or IAFF regarding the grievance. The Town shall notify the grievant and the IAFF of the Town Manager's decision within seven (7) calendar days following receipt by the Town Manager of the grievance. The decision of the Town Manager shall be determinative of the grievance.

## **ARBITRATION**

If the grievance is not resolved by the foregoing grievance procedure, the IAFF, within fourteen (14) calendar days after the Town Manager's decision in Step 2, may give to the Town Manager, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the IAFF with respect to the arbitrable issues.

Within fourteen (14) calendar days from receipt of such notice, the parties shall confer to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall, within fourteen (14) calendar days, jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. The IAFF and then the Town will alternately eliminate one at a time from said list the names of persons not acceptable until only one remains and this person will be the arbitrator. The Town and the IAFF will alternate in the right to first strike arbitrators. The Town and the Union shall each have a right to reject one panel and request a second panel from the Federal Mediation and Conciliation Service.

As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved, the Town and the IAFF in writing. It shall be the obligation of the arbitrator to rule within twenty-one (21) calendar days after the hearing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses.

The submission to the arbitrator shall consist exclusively and entirely of the written grievance as submitted in Steps 1 and 2 of the grievance procedure, and shall include a copy of this Agreement.

The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement. He/She shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement to the Town or the IAFF or the employees, or to establish or change any wages or rate of pay in this Agreement.

No decision of any arbitrator or of the Town in one case shall create a basis for retroactive adjustment in any other case.

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the Town, less any unemployment compensation or compensation from other sources that he/she may or might have received or did receive during the period for which the back pay was awarded. In settlement or other resolution of any grievance resulting in retroactive adjustment, including back wages, such adjustment shall be limited to a maximum of seven (7) calendar days prior to the date of the filing of the grievance at Step 1.

The decision of the arbitrator shall be final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

It is agreed, with respect to this grievance and arbitration procedure, that:

- A. It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed must be submitted in writing at Step 1 within seven (7) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within seven (7) calendar days after knowledge of a final decision which will or may result in the adverse personnel action which is the subject of the grievance.
- B. A matter otherwise constituting a grievance not presented at Step 1 within the time limit prescribed in Step 1 and in compliance with paragraph A above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the Town to respond within the time limit set forth at any step shall require the aggrieved employee or IAFF to proceed to the next step, and failure on the part of the aggrieved employee or IAFF to so proceed within the time limit after expiration of the time limit for the Town's response shall cause the matter to be barred as set forth in this paragraph.
- C. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the IAFF and the Town Manager.
- D. All grievances shall be dated and signed by the aggrieved employee or IAFF representative. Any decision rendered shall be in writing and shall be dated and signed by the Town's representative at that step.
- E. In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:
  - 1. a statement of the grievance and facts upon which it is based;
  - 2. the section or sections of this Agreement claimed to have been violated; and
  - 3. the remedy or correction requested.

- F. All grievance hearings will be during normal business hours
- G. Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after completion to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the IAFF claims that a grievance affects the entire unit, it may describe the unit generally.
- H. In all cases requiring the aggrieved employee or the IAFF to timely present or advance a grievance to a designated Town official, hand delivery during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday to the office of the official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service. Where the last day for such presentation or advancement falls on a Saturday, a Sunday or a holiday expressly recognized as such under this Agreement, presentation or advancement shall be timely if made on the next business day following such Saturday, Sunday, or holiday.
- I. Nothing in this Agreement shall prohibit the presence of a IAFF representative at any meeting held at Steps 1 or 2 of this procedure. In cases where a grievance has been presented by an employee without the participation of the IAFF, the Town and the aggrieved employee shall be obligated to give the IAFF reasonable prior notice of any and all meetings or other proceedings involving the grievance, other than informal discussion between the aggrieved employee and the Fire Chief.

## ARTICLE 25            Disciplinary Action

The parties agreed that non-probationary unit members may invoke Sections 10 or 11 of the Town's Personnel/Civil Service Manual as revised through October, 2012 ("Personnel/Civil Service Manual") in all cases of discipline of such members including discipline resulting from any violation of the Town's Drug-Free Workplace Program. Section 10, if invoked, will apply to disciplinary action other than discharge, demotion or suspension with loss of compensation. Section 11, if invoked, will apply to cases of discharge, demotion or suspension with loss of compensation. In all cases, the parties and affected employee or former employee shall strictly observe the provisions of Sections 10 and 11 of the Personnel/Civil Service Manual, except that in matters arising under Section 10 of the Personnel/Civil Service Manual, the time deadlines in the two steps of Article 24 will be observed instead of those in the steps of Section 10. Any affected employee may have representation of his/her choice at any step or proceeding hereunder, except at Step 1 under Section 10.

No issue or matter involving discipline of a unit employee shall be cognizable under the grievance and arbitration article of this Agreement, with the sole exception of the issue of the right of a unit member, including a discharged unit member, to invoke the said sections of the Personnel/Civil Service Manual as above agreed.

Whenever a bargaining unit employee is questioned by management in connection with any matter in which the employee may be subject to disciplinary action based on his/her response to the questioning, the employee may request Union representation during the questioning. The employee requesting Union representation is responsible for contacting the appropriate representative and obtaining the representative's attendance at the meeting. The Town will delay questioning an employee who requests Union representation for a reasonable period of time to allow for obtaining a Union representative.

This article shall not apply to probationary employees as defined in Section 2, Part 2, of the Personnel/Civil Service Manual, who are subject to discipline and discharge at the will of the Town.

## ARTICLE 26            General Provisions

- A.     **Town Property**  
Upon an employee's resignation or termination, the departing employee shall return to the Fire Chief any keys, tools, Town identification, uniforms, and any other items belonging to the Town. A final paycheck is not to be distributed to the departing employee until all properties have been accounted for.
  
- B.     **Statements on Legal Matters**  
Employees are occasionally requested or subpoenaed to make a statement to any attorney or law firm in connection with law suits against the Town. This request or subpoena must first be discussed with the Fire Chief and then with the Town Attorney before any oral or written statements are made. Failure to comply with this rule may be subject to disciplinary action the process for which is addressed in this Agreement.
  
- C.     **Contacts with Elected Town Officials**  
Employees may contact elected officials of the Town of Indialantic concerning work-related matters only after having first notified the Fire Chief and the Town Manager.
  
- D.     **Letters of Reference**  
No employee shall write a letter of reference or give a verbal reference about an employee or former employee. All requests for references shall be forwarded to the Town Clerk. All references given will be in writing with copies retained in the personnel file of the employee or former employee.
  
- E.     **Press Information Policy**  
All releases of official Town policy related information to the press shall require a prior approval by the Town Manager.

- F. **Employee Solicitations, Literature Distribution**  
 Employees are not allowed to engage in solicitation of any kind for any purpose during working time. This includes solicitation by an employee of another employee while either the person doing the soliciting or the person being solicited is on working time. Employees are not allowed to distribute literature of any kind for any purpose during working time or at any time in working areas. Additionally, persons not employed by the Town are not allowed to solicit Town employees for any purpose on Town property at any time or to distribute literature of any kind in any working area of Town property at any time.

**ARTICLE 27 Severability Clause**

If any provision of this Agreement, or the application of such provision, should be rendered invalid by the final action of a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. If such an invalidating action occurs, the Union and Employer Town will meet as soon as possible and agree upon a replacement article or articles.

**ARTICLE 28 Appendices and Amendments**

Any additions, changes, and/or amendments to this Agreement shall be clearly identified as such dated and signed by the parties.

**ARTICLE 29 Duration**

This Agreement shall take effect upon ratification by both parties and shall terminate on September 30, 2018. If either party wishes to change this Agreement, a written notice must be provided to the other party to that effect, which must be received at least ninety (90) days prior to the termination date. Otherwise this Agreement will automatically renew itself for an additional one-year period.

Executed \_\_\_\_\_, 2016

TOWN OF INDIALANTIC

ATTEST: \_\_\_\_\_

Joan Clark, MMC  
 Town Clerk

\_\_\_\_\_  
 Christopher W. Chinault  
 Town Manager

Executed \_\_\_\_\_, 2016

Local 1951, Melbourne Fire Fighters  
 Association, International  
 Association of Firefighters

## TOWN MANAGER'S REPORT

Agenda Item IX. A  
June 8, 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)
- 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. **Storm drainpipe:** The pipe under Cocoa Avenue immediately west of S. Palm Avenue is being replaced. (04/13/16) Completed. (05/16/16)
- g. **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)
- h. **Stormwater Inlets:** A contractor has removed material from 10 of the 167 inlets. (02/18/14) Ten additional inlets have been cleaned. (04/21/14) Twelve additional inlets have been cleaned. (05/20/14) Six additional inlets have been cleaned—on Tradewinds Terrace. (09/16/14) Twenty-two inlets were cleaned. (04/08/15) Six inlets were cleared in June. (07/08/15) Additional inlets have been cleared along S. Ramona Ave. (08/12/15) Sixteen inlets cleaned on N. Ramona through Michigan Avenue and on S. Riverside Dr. at 6<sup>th</sup> Avenue. (12/9/15)
- i. **Crossover 14:** Public Works is rehabilitating and adding a seating area to dune crossover #14. (02/10/16) Work has been completed. (03/09/16)
- j. **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)
- k. **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)
- l. **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) Rotted trim on the east side of the men's restroom is being replaced. (04/13/16) The restroom is scheduled to be painted once school starts in August. (06/08/16)
- m. **Restroom Roof:** A purchase order has been issued to replace the rusted metal restroom roof with asphalt roof tiles. (02/10/16) Work is in progress. (03/09/16) The Nance Park restroom roof has been replaced. (04/13/16)
- n. **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)
- o. **Orlando Park:** The donor sign at the southeast corner of Orlando Park has been replaced. (04/13/16)
- p. **Third Avenue:** 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)

TOWN OF INDIALANTIC  
CLERK'S REPORT  
 May 2016

I. NUMBER OF REGISTERED VOTERS 2,275

II. BUSINESS TAX RECEIPTS ISSUED FY15-16 10

New Business (NB)	01
Renewal (R)	09
Transfer of Ownership (TO)	00
Change of Location (CL)	00
Name Change (NC)	00
License in Existing Business (EB)	00
Home Office (HO)	00

<u>Name of Business</u>	<u>Address</u>	<u>Owner</u>	<u>Issued</u>	<u>License</u>	<u>Comment</u>
Electrolysis by Yvonne	105 South Riverside Drive, Suite 123	Yvonne Marie Silverman	05/20/16	16204	NB—permanent hair removal

III. MEETINGS HELD

Administration furnished support services for the following meetings:

- South Beach Coalition – May 09
- Code Review Task Force – May 16
- Town Council – May 16
- Heritage Committee – May 17
- Parks, Recreation and Beautification Committee – May 23
- Zoning and Planning Board – May 24
- General Employees Pension Board – May 31

IV. MISCELLANEOUS

Nance Park Rental – May 01, 07, 14, 21



Indialantic Police Department  
 Monthly Crime Index  
 May 2016

Part I	Reported	Cleared	Prior	Total	%
Murder	0				0%
Sexual Battery	0				0%
Robbery	0				0%
Agg Assault	0				0%
Burglary	2				0%
Larceny	5				0%
Veh Theft	0				0%
Assault/Battery	0				0%
Arson	0				0%
<b>Total Part I</b>	<b>7</b>				
<b>Part II</b>					
Kidnapping	0				
Fraud/Forgery	1				
Embezzlement	0				
Posses Stln Prop	0				
Criminal Mischief	0				
Weapons	0				
Sex Offenses	1				
Narcotics	2				
DUI	7				
Liquor Laws	0				
Disorderly	0				
Ordinance	6				
Other Viol	2				
Other Traffic	10				
Prostitution	0				
<b>Total Part II</b>	<b>29</b>				
<b>Part III &amp; IV</b>					
Patrol Area	279				
911 Investigations	79				
Citizen Contact	5				
Juvenile	1				
Warrant	0				
Misc Traffic	113				
Traffic Accidents	22				
Sick/Injured	0				
Death	0				
Mentally Ill	0				
Suicide/Attempt	0				
Animal	11				
Information	14				
Alarm/Open Door	17				
Fire	2				
Lost/Found	9				
Disturbances	9				
Susp Incidents	65				
Assists	49				
Details	7				
Missing Persons	0				
<b>Total III &amp; IV</b>	<b>682</b>				
<b>Grand Total</b>	<b>718</b>				

Indianapolis Police Department  
 YTD Information Report  
 May 2016

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Value Stolen	\$ 20	\$ 9,611	\$ 1,326	\$ 10,798	\$ 489								\$ 22,244
Value Recovered	\$ 150	\$ -	\$ 4,471	\$ 2,082	\$ 489								\$ 7,192
Traffic Warnings	2	4	13	1	6								26
Equip Warnings	2	2	1	7	3								15
Verbal Warnings	136	114	55	87	125								517
Field Interrogation	0	0	0	0	0								0
Parking Violations	3	3	5	14	14								39
Parking Fines	\$ 72	\$ 60	\$ 100	\$ 292	\$ 285								\$ 809
Traffic Citations	120	152	129	145	180								726
Arrests	23	24	24	22	24								117
DUI Charges	0	1	1	2	3								7
Drug Charges	5	8	2	1	3								19
Wavecrest Activity	64	40	47	50	40								241

## Indialantic Fire Rescue Monthly Report for May 2016

<b>FIRES</b>		
Structure Fires		
Brush Fires		2
Vehicle Fires		1
Trash Fires		
Other Fire Calls		
<b>RESCUE &amp; EMERGENCY MEDICAL</b>		
Medical		20
Motor Vehicle/Pedestrian Accident with injuries		2
Motor Vehicle with no injuries		4
Water Rescue		2
<b>HAZARDOUS CONDITIONS (No Fire)</b>		
Electrical Wiring/Equipment Problem		1
<b>SERVICE CALL</b>		
Public Service Calls		6
Assist Police or Other Government Agency		
<b>GOOD INTENT CALL</b>		3
Well Being Check		8
Dispatched and Cancelled Enroute		
Dispatched and Cancelled on Scene		
<b>FALSE ALARM &amp; FALSE CALLS</b>		
False Alarm or False Call		1
Smoke Detector activation due to smoke or dust		1
<b>SPECIAL INCIDENT TYPE</b>		
Special Type of Incident		1
Fire Inspection/Business Tax Receipt (BTR)		13
Re-Inspection Fire/BTR		
Hydrant Inspections		61
<b>TOTAL CALLS</b>		126
<b>RUNNING TOTAL OF PREVIOUS MONTHS</b>		267
<b>TOTAL CALLS YEAR TO DATE</b>		393
<b>MUTUAL AIDE</b>		
	GIVEN	2
	RECEIVED	1

<b>AVERAGE RESPONSE TIME</b>	INDIALANTIC FIRE	3.56
	BREVARD COUNTY	8.96

<b>VOLUNTEER HOURS</b>		390
	SAVINGS REALIZED BY THE TOWN	\$7,800

<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 5/4/16 and weekly training on 5/10, 5/17 & 5/24. Training included vehicle extrication, The Art of Reading Smoke, a four hour course in providing quality CPR, emergency medical care, launching the jet ski and picking swimmers up utilizing the jet ski.
-------------------------------	---

<b>CAREER F/F ACTIVITY</b>	The on-duty crews logged 185 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. Hydrant Inspections were conducted throughout the month, personnel attended a providing quality CPR training course. The new Fire Chief's vehicle was delivered and placed into service.
----------------------------	--

## TOWN OF INDIALANTIC BUILDING REPORT

May-16			
	<u>CURRENT</u>	<u>YTD 16</u>	<u>YTD 15</u>
NO. OF PERMITS ISSUED	42	264	268
TOTAL PERMIT FEES	\$4,280.00	\$52,704.32	\$52,163.00
TOTAL CONSTRUCTION VALUE	\$317,406.00	\$8,133,339.00	\$6,300,849.00
PLAN REVIEW FEES	\$0.00	\$3,206.00	\$487.50
TOTAL SIGN FEES	\$45.00	\$835.00	\$1,250.00
NO. OF SIGN PERMITS ISSUED	1	12	16
NEW CONVENTIONAL HOMES	0	3	3
NEW MULTI FAMILY HOMES	0	1	1
NEW COMMERCIAL BUILDINGS	0	1	0
MISC. ADDITIONS/ALTERATIONS	1	26	13
CERTIFICATE OF OCCUPANCY	0	0	1
BUILDING CODE INSPECTIONS	83	547	376



PermitNo	Company Name	Owner Name/Address	Construction Value	Permit Fee	Plan Surcharge Fee				
IND16_251	5/25/2016	ROOF OVER EXISTING PORCH	MOALLEM, M DAVID	520 RIVERSIDE DR N	\$10,000.00	\$115.00	\$0.00	\$4.00	
IND16_252	5/26/2016	HVAC	ZAUCHA, JEROME	441 WAYNE AVE	\$6,440.00	\$75.00	\$0.00	\$4.00	
<b>Permits:</b>					<b>Grand Total</b>	\$317,406.00	\$4,280.00	\$0.00	\$187.50

# *Inspection Result Date Summary* 05/01/2016 through 05/31/20

---

<i>InspResult</i>	<i>Total Inspections</i>
Approved	79
Disapproved	4
<i>All Results:</i>	83

May 2016  
Code Violations Report

<u>Number:</u>	<u>Direction:</u>	<u>Street:</u>	<u>Type:</u>	<u>Date:</u>	<u>Code:</u>	<u>Description:</u>	<u>Status:</u>
1217	South	Riverside	Drive	05/06/16	17-106(5)(a)	Sign not permitted	Complied
1414	South	Miramar	Avenue	05/06/16	5.5-68	Trash container areas	Complied
1501	South	Shannon	Avenue	05/06/16	5.5-68(d)	Landscaping	Immediately
		Fifth Avenue & South Miramar Avenue		05/06/16	17-106.2(2)(a)	Sign not permitted	Removed
1501	South	Shannon	Avenue	05/11/16	8-12.1	Dumpsters	Outstanding
419		Oakland	Avenue	05/13/16	8-21	Construction debris	Complied
405		Orlando	Bld.	05/17/16	17-106(5)a	Sign not permitted	Complied
38	South	Riverside	Drive	05/20/16	17-103(b)3(a)	Boat on trailer in front	Complied
116		Miami	Avenue	05/20/16	17-103(b)3(a)	Boat on trailer in front	Immediately
		Third Avenue & North Miramar Avenue		05/23/16	17-106.2(2)(a)	Sign not permitted	Removed
		Second Avenue & North Riverside Drive		05/23/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & South Miramar Avenue		05/23/16	17-106.2(2)(a)	Sign not permitted	Removed
109		Fifth	Avenue	05/24/16	8-12.1	Dumpsters	Immediately
221		Ninth	Terrace	05/24/16	18-18	Management of vegetative matter	Immediately
225		Fifth	Avenue	05/24/16	5.5-65	Trash container areas	Immediately
225		Fifth	Avenue	05/24/16	8-12.1	Dumpsters	Immediately
		Fifth Avenue Median		05/25/16	17-106.2(2)(a)	Sign not permitted	Removed
		Watson Drive & North Miramar Avenue		05/25/16	17-106.2(2)(a)	Sign not permitted	Removed
104		Second	Avenue	05/26/16	17-103(b)3(a)	Cargo trailer in front	Complied
160		Deland	Avenue	05/26/16	17-103(b)3(a)	Open trailer in front	Complied
409		Wayne	Avenue	05/26/16	5.5-68(b)	Landscaping	Complied
415		Wayne	Avenue	05/26/16	17-103(b)3(a)	Boat on trailer in front	Complied
441		Second	Avenue	05/26/16	17-103(b)3(a)	Boat on trailer in front	Complied
		Orlando Blvd. & South Shannon Avenue		05/31/16	17-106.2(2)(a)	Sign not permitted	Removed
115		Wayne	Avenue	05/31/16	17-103(b)3(a)	Open trailer in front	Complied
303		Deland	Avenue	05/31/16	15-33 & 15-34	Junk and Prvite Property	Outstanding

CPS/vmtm  
06/02/16

May 2016  
Code Violations Report

<u>Number:</u>	<u>Direction:</u>	<u>Street:</u>	<u>Type:</u>	<u>Date:</u>	<u>Code:</u>	<u>Description:</u>	<u>Status:</u>
111		Thirteenth	Avenue	12/30/14	13-9	Building numbering	Under construction
123		Fifth	Avenue	08/13/15	17-106(5)(a)	No permit for new sign	In the process
133		Fifth	Avenue	08/13/15	17-106.2(1)	Obsolete sign	In the process
445		Genesee	Avenue	09/11/15	5.5-68	Landscaping	Outstanding
225		Fifth, Suite 7	Avenue	12/02/15	9-1	Business Tax Receipt	In the process
404	South	Miramar	Avenue	12/02/15	17-124	Vacation rentals prohibited in R-3	In the process
436		Fifth	Avenue	12/02/15	9-1	Business Tax Receipt	Outstanding
134		Fifth	Avenue	02/04/16	17-116	Temporary portable storage unit	Outstanding
2		Fifth, Suite C	Avenue	02/09/16	17-106.2(1)	Obsolete sign	Outstanding
100		Fourth	Avenue	02/18/16	8-12.1	Dumpsters	Complied
425		Eighth	Avenue	03/01/16	5.5-68	Landscaping	Complied
140		Fourteenth	Avenue	04/19/16	5.5-68	Landscaping	Outstanding
517	South	Palm	Avenue	04/22/16	17-103	Boat in front	Complied
1501	South	Shannon	Avenue	04/22/16		Auto Carts	In the process
134		Fifth	Avenue	04/26/16	17-116	POD without a permit	Outstanding
425		Eighth	Avenue	04/26/16	5.5-68	Landscaping	Outstanding
103	North	Riverside	Drive	04/28/16	9-6	\$62.50 BTR delinquent	Complied
205	South	Miramar	Avenue	04/28/16	9-6	\$62.50 BTR delinquent	Complied
205	South	Miramar	Avenue	04/28/16	9-6	\$10.00 Alarm delinquent	Complied
205	South	Miramar	Avenue	04/28/16	17-129	Site plan change, without approval	Complied
210		Sixth	Avenue	04/28/16	9-6	\$62.50 BTR delinquent	Outstanding
239		Fifth	Avenue	04/28/16	9-6	\$62.50 BTR delinquent	Complied
241		Fifth	Avenue	04/28/16	9-6	\$2.50 BTR delinquent	Outstanding
422		Fifth	Avenue	04/28/16	9-6	\$62.50 BTR delinquent	Outstanding
422		Fifth	Avenue	04/28/16	9-6	\$10.00 Alarm delinquent	Outstanding
442		Fourth	Avenue	04/28/16	9-6	\$62.50 BTR delinquent	Complied
834	North	Miramar	Avenue	04/28/16	9-6	\$10.00 Alarm delinquent	Outstanding
156		Deland	Avenue	04/29/16	17-116	POD without a permit	Complied
336		Miami	Avenue	04/29/16	17-116	POD without a permit	Outstanding
206		Ormond	Drive	05/04/16	17-103(b)3(a)	Boat in front	Complied
333		Tampa	Avenue	05/05/16	8-11	Receptacles duties	Complied
104		Tradewinds	Terrace	05/06/16	17-103(b)3(a)	RV in front	Complied
200		Deland	Avenue	05/06/16	5.5-68(d)	Landscaping	Complied
234		Michigan	Avenue	05/06/16	5.5-68(b)	Landscaping	Outstanding
445		Genesee	Avenue	05/06/16	5.5-68(a)	Landscaping	Outstanding
601	North	Miramar	Avenue	05/06/16	17-106(5)(a)	Sign not permitted	Complied