

Agenda - Amended
Town of Indialantic
Regular Meeting of the Town Council
~~**Council Chambers, 216 Fifth Avenue, Indialantic, FL 32903**~~
Wednesday, October 7, 2020 at 7:00 p.m.

NOTICE: This meeting will not be held at Town Hall. This meeting will be held utilizing Communications Media Technology in accordance with Governor DeSantis' Executive Order No. 20-69, extended by Executive Order No. 20-246, and Town Emergency Order 2020-09. Those wishing to attend the meeting are encouraged to join the meeting online using the Zoom Webinar platform or by telephone.

Please click the link below to join the webinar:

<https://zoom.us/j/91343619401?pwd=cFMwT0xMU0d1b3p0aW5wVnZ6UTZLQT09>

Passcode: 122368

Or iPhone one-tap :

US: +13126266799,,91343619401#,,,,,0#,,122368# or +16465588656,,91343619401#,,,,,0#,,122368#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782

Webinar ID: 913 4361 9401

Passcode: 122368

Instructions on how to join a Zoom meeting: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

Public Comments, prior to the meeting, can be submitted:

By drop box until 2:00 p.m. on the date of the meeting. Deposit written comments in the drop box located at the rear entrance of Town Hall, 216 Fifth Avenue, Indialantic, FL 32903.

By email until 2:00 p.m. on the date of the meeting. Email comments to: townhall@indialantic.com. Write "Public Comments" in the subject line.

Public Comments, during the meeting, (3 minutes per speaker):

Click on "Raise Hand" button to speak. The public will be joining the meeting by audio only (no video). At the appropriate time, a member of the public can indicate that he/she would like to offer a public comment by Pressing the "Raise Hand" button in Zoom; or dialing *9 if calling in on a telephone line.

Technical Issues: If staff or councilmembers experience technical issues the meeting will be temporarily halted until the issues are resolved; if the issue cannot be resolved, the meeting will be adjourned.

A. Call to Order:

Honorable Dave Berkman, Mayor
Honorable Stu Glass, Deputy Mayor
Honorable Simon Kemp, Councilmember
Honorable Julie McKnight, Councilmember
Honorable Doug Wright, Councilmember

1. Pledge of Allegiance

2. Changes to Agenda

3. Presentations and Proclamations

4. Public Comments, Non-agenda items: Persons wishing to address the Town Council on a matter not listed on the agenda may speak at this time. Speakers must provide their name and address and direct their comments to the council and not to members of the audience. Please observe the 3-minute time limit and speak only after being recognized by the Mayor.

5. Public Announcements:

- There are openings on the following boards and committees: Playground Advisory, Civil Service, Code Enforcement, Heritage, Parks Recreation & Beautification, and Pension Board (General Employees)
- Three candidates have qualified to run for Mayor and will be on the ballot for the November 3, 2020 election: Dave Berkman (incumbent), Melvyn Chang, and Edwin Mackiewicz III.
- Also on the ballot is a Town Charter Amendment which, if approved, would change the time of taking office for elected officials from the first regular council meeting following an election (typically November) to the December council meeting or following certification of election results, whichever occurs later.
- Annual Halloween Festival and Witch Way 5K are canceled due to COVID-19.

B. Consent Agenda:

1. Approve Council Meeting Minutes for September 9, 2020 and September 21, 2020
2. Approve Deputy Mayor Glass to attend FLOC legislative conference November 12-13, 2020
3. Approve special event Smooth Running LLC 13th Annual Florida Marathon February 7, 2021
4. Approve extension of TruGreen fertilizer and pest control agreement
5. Accept FDLE Justice Assistance Grant and authorize Town Manager to sign and execute agreement
6. Approve Stormwater Maintenance Agreement for Wave Crest Townhomes – 718 Wavecrest Ave.
7. Approve Resolution 18-2020 temporarily waiving certain provisions of the Town's sign code section 17-106 and outdoor cafes section 17-132 through Feb. 1, 2021, due to COVID-19.
8. Approve Appointments/Reappointments:
 - a. Melbourne Beach Library Advisory Board – Reappoint Elfriede Raedler
 - b. Civil Service Board – Reappoint Brett Miller
 - c. Board of Adjustment – Reappoint Stephen Baughn
 - d. Zoning and Planning Board – Reappoint Edwin Mackiewicz III, Reappoint Ann Bernick

C. Ordinances and Public Hearings:

1. (Discussion/Action) Ordinance No. 2020-13 (Re: Police & Fire Pension Update Per IRS) Second Reading

An Ordinance Of The Town Of Indialantic, Brevard County, Florida; Amending Chapter 2, Division 3, Pension Plan For Police Officers And Firefighters; Amending Section 2-235, IRS Provisions; Providing For Severability; And Providing For An Effective Date.

2. (Discussion/Action) Ordinance No. 2020-14 (Re: Park Hours) Second Reading

An Ordinance Of The Town Of Indialantic, Brevard County, Florida; Relating To Parks; Making Findings; Amending Section 5-2, Town Code Of Ordinances, Relating To Hours Of Operation Of Parks; Providing A Severability/Interpretation Clause; And Providing For An Effective Date.

3. (Discussion/Action) Ordinance No. 2020-15 (Re: Littering) Second Reading

An Ordinance Of The Town Of Indialantic, Brevard County, Florida; Relating To Littering; Making Findings; Amending Definitions As Set Forth In Section 8-51, Town Code Of Ordinances; Revising Sections 8-52, 8-53, And 8-54, Town Code Of Ordinances, Relating To Unlawful Acts, Penalties, And Enforcement; Providing A Severability And Interpretation Clause; And Providing For An Effective Date.

D. Unfinished Business:

1. Signage for littering; recycling containers at Town beaches (Kemp)

E. New Business:

1. (Action) Approve, ratify, and authorize signatures and execution of the agreement between the Town and the Coastal Florida Police Benevolent Association
2. (Action) Award the following contracts for rehabilitation and improvement of Town Stormwater Management System:
 - a) BSE #89080.141/B-4 Palm Court to Ramona Ave. – Florida Site Contracting \$22,890
 - b) BSE #89080.142/B-4 Melbourne Ave. - Florida Site Contracting \$85,014
 - c) BSE #89080.143/B-3 Orlando Blvd., Riverside Dr. to Magnolia Dr. - Florida Site Contracting \$36,544
3. (Action) Resolution 19-2020 Updating Park Hours
4. (Discussion/Action) Holiday Decorations – FP&L Pole Attachment agreement, lighting, and insurance
5. (Discussion/Action) Holiday Tree Lighting event December 3, 2020
6. (Discussion) COVID- 19 Recommendation for continued use of face coverings (Berkman)

F. Administrative Reports:

1. Town Attorney Report
2. Town Manager Report

G. Council Reports:

H. Adjournment:

Notice: Pursuant to Section 286.0105, Florida Statutes, the Town hereby advises the public that if a person decides to appeal any decision made by this board, agency, or council with respect to any matter considered at its meeting or hearing, he will need a record of the proceedings, and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the Town for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

Americans with Disabilities Act: Persons planning to attend the meeting who need special assistance must notify the office of the town clerk at 321-723-2242 no later than 48 hours prior to the meeting.

Meeting Minutes
Town of Indialantic
Regular Meeting of the Town Council
Wednesday, September 9, 2020 at 7:00 p.m.

This meeting was held utilizing Communications Media Technology in accordance with Governor DeSantis' Executive Order No. 20-69 and Town Emergency Order #2020-09.

A. Call to Order:

A regular meeting of the Indialantic Town Council was called to order via Zoom Webinar by Mayor Berkman on Wednesday, September 9, 2020 at 7:02 p.m. with the following members participating:

Honorable Dave Berkman, Mayor
Honorable Stu Glass, Deputy Mayor
Honorable Simon Kemp, Councilmember
Honorable Julie McKnight, Councilmember
Honorable Doug Wright, Councilmember

Also participating:

Michael Casey, Town Manager
Paul Gougelman, Town Attorney
Rebekah Raddon, Town Clerk
Jennifer Small, Finance Director
Michael Connor, Chief of Police

1. Pledge of Allegiance was led by Mayor Berkman.
2. Changes to Agenda: None.
3. Presentations and Proclamations: None.
4. Public Comments, Non-agenda items: None.
5. Public Announcements were read by Mayor Berkman:
 - There are openings on the following boards and committees: Civil Service; Code Enforcement, Heritage, Pension (General), Parks/Recreation/Beautification, and Playground Advisory.
 - The final public hearing for adoption of the Fiscal Year 2020-2021 Budget and Millage Rate will be on Monday, Sept. 21, 2020 at 5:30 p.m. via Zoom Webinar.
 - Three candidates have qualified to run for Mayor and will be on the ballot for the November 3, 2020 election: Dave Berkman (incumbent), Melvyn Chang, and Edwin Mackiewicz III.
 - Simon Kemp (incumbent) qualified and is unopposed for Town Council Seat #2. Stu Glass (incumbent) qualified and is unopposed for Town Council Seat #4.
 - The annual Witch Way 5K and Halloween Festival have been canceled due to COVID-19.

B. Consent Agenda:

1. Approve Council Meeting Minutes for 8-12-2020 and Council Budget Workshop Minutes for 8-12-2020
2. Approve IAFF Amendment #2, Cost of Living Allowance
3. Adopt Resolution No. 15-2020 Parking by Permit Only, Tampa Ave. & Watson Drive
4. Approve Installation of Speed Cushions on Michigan Ave. and First Ave.
5. Approve MOU with United Way for a "Little Free Library" in Lilly Park
6. Approve Letter of Agreement and Contract for High Visibility Enforcement (HVE)
7. Approve Appointments/Reappointments:
 - a. Playground Advisory Committee – Appoint Rachel Homza; Appoint Rosie Amoroso
 - b. Parks, Recreation, & Beautification Committee – Appoint Laura Baughn; Reappoint Anne Maquire; Reappoint Marie Darling; Reappoint Cathy Berkman; Reappoint Sarah Horschel
 - c. Civil Service Board – Reappoint Irene Quilleux,
 - d. Heritage Committee – Reappoint Lois Schiessl; Reappoint Cindy Earp
 - e. Board of Adjustment – Reappoint Sam Martorella

MOTION by Councilmember Kemp, seconded by Deputy Mayor Glass to approve the Consent Agenda.

Councilmember Wright asked to pull item B. 3: Resolution No. 15-2020, from the Consent Agenda.

Councilmember Kemp amended his motion to approve all items except Resolution No. 15-2020; Deputy Mayor Glass accepted the amended motion. Upon subsequent vote, the amended motion carried unanimously, 5-0.

Resolution No. 15-2020 Parking by Permit Only, Tampa Ave. & Watson Drive:

There was brief discussion regarding how to notify residents; it was suggested the Town utilize the website, newsletter, and Nextdoor. Mr. Casey noted the resolution doesn't go into effect until October 1st and signs cannot be ordered until after that date which will allow to time to notify residents before the permit-only parking is enforced.

MOTION by Councilmember Wright, seconded by Deputy Mayor Glass, and vote unanimous to adopt Resolution No. 15-2020. Motion carried 5-0.

C. Ordinances and Public Hearings:

1. Public Hearing: Adopt Tentative Millage Rate for Fiscal Year 2020-2021

Mayor Berkman read the following:

The Town of Indialantic proposed millage rate for Fiscal Year 2020-2021 is 6.0923 which is 6.10% over the rolled back rate of 5.7423 and 2.4% above the Fiscal Year 2019-2020 millage rate of 5.9484. The increase over the rolled back rate will provide funds for existing and projected public safety needs. In addition, there is a separate debt millage of 1.0 mill for stormwater improvements approved by voters on March 20, 2018.

MOTION by Deputy Mayor Glass, seconded by Councilmember McKnight to adopt a tentative millage rate of 6.0923 which is 6.10% over the rolled back rate of 5.7423.

Mr. Casey spoke briefly about the decreases in shared state revenue and other revenue sources. The decreases in revenue and the increases in certain expenditures necessitated raising the millage rate.

There were no public comments.

Upon subsequent vote, the motion carried unanimously, 5-0.

2. Public Hearing: Adopt Tentative Budget for Fiscal Year 2020-2021:

Mayor Berkman read the following:

The tentative fiscal year 2020-2021 budget is \$6,429,479, which includes a general fund budget of \$4,323,389.

MOTION by Deputy Mayor Glass, seconded by Councilmember McKnight to adopt the tentative budget of \$6,429,479, which includes a general fund budget of \$4,323,389.

Mr. Gougelman asked for the council to vote on the 1.0 mill voted debt millage for the stormwater bond before adopting the budget. Town Clerk Raddon noted the tentative millage was just adopted; Mr. Gougelman suggested a vote on the debt millage for the sake of clarity.

MOTION by Deputy Mayor Glass, seconded by Councilmember McKnight, and vote unanimous to reapprove the debt millage of 1.0 mill for stormwater improvements as approved by voters on March 20, 2018. There were no public comments; motion carried 5-0.

Mayor Berkman restated the tentative budget for fiscal year 2020-2021 and asked for a motion.

MOTION by Deputy Mayor Glass, seconded by Councilmember McKnight to approve the tentative fiscal year 2020-2021 budget in the amount of \$6,429,479, which includes a general fund budget of \$4,323,389.

Mr. Casey commented that the budget was adjusted to accommodate the change made to the fertilizer contract. There were no public comments.

Motion carried unanimously 5-0.

Mayor Berkman announced the second/final public hearing to adopt the final millage rate and final budget will be held at 5:30 p.m. on Monday, September 21, 2020 via Zoom Webinar.

3. Ordinance No. 2020-13 (Re: Police & Fire Pension Update Per IRS) First Reading

Mr. Gougelman read the ordinance title:

An Ordinance Of The Town Of Indialantic, Brevard County, Florida; Amending Chapter 2, Division 3, Pension Plan For Police Officers And Firefighters; Amending Section 2-235, IRS Provisions; Providing For Severability; And Providing For An Effective Date.

MOTION by Councilmember Wright, seconded by Deputy Mayor Glass to approve Ordinance No. 2020-13 on first reading.

There were no public comments. Mr. Casey briefly explained the ordinance.

Motion carried unanimously 5-0.

4. Ordinance No. 2020-14 (Re: Park Hours) First Reading

Mr. Gougelman read the ordinance title:

An Ordinance Of The Town Of Indialantic, Brevard County, Florida; Relating To Parks; Making Findings; Amending Section 5-2, Town Code Of Ordinances, Relating To Hours Of Operation Of Parks; Providing A Severability/Interpretation Clause; And Providing For An Effective Date.

MOTION by Councilmember McKnight, seconded by Councilmember Kemp to approve Ordinance 2020-14 on first reading.

Mr. Casey explained that this ordinance would allow changes to park hours to be made by resolution instead of by ordinance which saves the Town time and money. Mayor Berkman asked for clarification that the beaches do not close, only the parking lots close. Chief Connor confirmed that is correct. There were no public comments.

Motion carried unanimously 5-0.

5. Ordinance No. 2020-15 (Re: Littering) First Reading

Mr. Gougelman read the ordinance title:

An Ordinance Of The Town Of Indialantic, Brevard County, Florida; Relating To Littering; Making Findings; Amending Definitions As Set Forth In Section 8-51, Town Code Of Ordinances; Revising Sections 8-52, 8-53, And 8-54, Town Code Of Ordinances, Relating To Unlawful Acts, Penalties, And Enforcement; Providing A Severability And Interpretation Clause; And Providing For An Effective Date.

In summary, Mr. Casey explained the ordinance would raise the fine for littering from \$5 to \$100. Mr. Gougelman answered numerous questions.

Brett Miller, 220 Cocoa Avenue, inquired about adding prevailing party attorney's fees.

MOTION by Mayor Berkman, seconded by Deputy Mayor Glass to approve Ordinance No. 2020-15 on first reading. After further discussion, the motion carried unanimously, 5-0.

D. Unfinished Business: None.

E. New Business:

1. Signage regarding littering

Councilmember Kemp spoke in favor of installing aesthetically pleasing artistic informational signs to discourage littering and keep people off of the dunes. He referenced several pictures in the agenda packet and offered to lead the effort to have them made, hopefully at no cost to the Town. It was the Council's consensus to have Councilmember Kemp spearhead the project.

2. Interlocal Agreement for Address Assignment

Mr. Casey would like to have address assignment done by the County to reduce issues such as properties being left off the tax rolls, at a small annual cost to the Town.

MOTION by Councilmember Kemp, seconded by Councilmember Wright to renew the MOU and authorize the Town Manager to sign and execute it. Motion carried unanimously, 5-0.

3. Brevard County Community Development Block Grant (CDBG) Citizens Advisory Committee

Mayor Berkman asked if anyone was interested in serving on the committee; it was the consensus of the Council to offer the opportunity to residents.

Mayor Berkman thanked attorney David Tolces for joining the meeting; Mr. Tolces briefly introduced himself and indicated he is available to help when Mr. Gougelman is unable to.

F. Administrative Reports:

1. Town Manager Report

Mr. Casey provided an update on several stormwater projects that are underway. He is looking into submitting a proposal for a resiliency grant that may be an option to fund an H&H study.

Chief Connor spoke briefly about speed enforcement and utilizing the speed board in several areas to encourage drivers to slow down.

2. Town Attorney Report – None.

G. Council Reports:

Councilmember Wright stated he is donating his councilmember salary to the police and fire training budget.

Councilmember Kemp provided an update regarding the Space Coast TPO meeting he attended. He shared information regarding options for dealing with golf carts by registering them and allowing them only on designated Town streets. He spoke briefly regarding the FDOT S.R. 528 bridgework project.

Mayor Berkman spoke regarding the City of Melbourne's view regarding allowing Low speed Vehicles on S.R. A1A.

Mr. Gougelman commented that the state executive order that allows meetings to be held without a physical quorum present expires on October 1, 2020.

H. Adjournment:

There being no further discussion, the meeting was adjourned at 8:13 p.m.

Dave Berkman, Mayor

Attested by:

Rebekah Raddon, CMC, Town Clerk

Meeting Minutes
Town of Indialantic
Special Meeting of the Town Council
Monday, September 21, 2020 at 5:30 p.m.

This meeting was held utilizing Communications Media Technology in accordance with Governor DeSantis' Executive Order No. 20-69 and Town Emergency Order 2020-09.

A. Call to Order and Pledge of Allegiance:

A special meeting of the Indialantic Town Council was called to order via Zoom Webinar by Mayor Berkman on Monday, September 21, 2020 at 5:30 p.m. with the following members participating:

Honorable Dave Berkman, Mayor
Honorable Stu Glass, Deputy Mayor
Honorable Simon Kemp, Councilmember
Honorable Julie McKnight, Councilmember
Honorable Doug Wright, Councilmember

Also participating:

Michael Casey, Town Manager
Rebekah Raddon, Town Clerk
Jennifer Small, Finance Director
Michael Connor, Chief of Police

Mayor Berkman led the Pledge of Allegiance.

B. Final Public Hearings for Adoption of Millage Rate and Budget for Fiscal Year 2020-2021:

1. Resolution 16-2020 Adopting a Final Millage Rate for Fiscal Year 2020-2021

Mayor Berkman read the following:

The Town of Indialantic millage rate for Fiscal Year 2020-2021 is **6.0923** which is 6.10% over the rolled back rate of 5.7423 and 2.4% above the Fiscal Year 2019-2020 millage rate of 5.9484. The increase over the rolled back rate will provide funds for existing and projected public safety needs. In addition, there is a separate voted debt millage of 1.0 mill for stormwater improvements approved by voters on March 20, 2018.

MOTION by Councilmember Kemp, seconded by Councilmember McKnight to adopt Resolution 16-2020.

There was brief discussion regarding state revenue shortfalls and how they affect the Town; Mr. Casey commented that the increase in the millage rate covers the decrease in revenue.

Councilmember Kemp amended his motion and restated it as follows: a motion to adopt Resolution 16-2020 levying the Town of Indialantic final millage rate of 6.0923 which is 6.10% over the rolled-back rate of 5.7423, and the voted debt millage of 1.0 mill for stormwater improvements which was approved by voters on March 20, 2018. Councilmember McKnight accepted the amended motion. There were no comments from the public.

Roll call vote:

Wright – yes; McKnight-yes; Kemp – yes; Glass- yes; Berkman – yes.

Motion carried unanimously 5-0.

2. (Discussion/Action) Resolution 17-2020 Adopting a Final Budget for Fiscal Year 2020-2021

Mayor Berkman asked for a motion to adopt Resolution 17-2020 adopting the fiscal year 2020-2021 budget of \$6,429,479, which includes a general fund budget of \$4,323,389.

Motion by Councilmember Wright, seconded by Deputy Mayor Glass to adopt Resolution 17-2020 as stated. There were no comments from the public.

Roll call vote:

Wright – yes; McKnight-yes; Kemp – yes; Glass- yes; Berkman – yes.

Motion carried unanimously 5-0.

C. Adjournment:

There being no further discussion, the meeting was adjourned at 5:41 p.m.

Dave Berkman, Mayor

Attested by:

Rebekah Raddon, CMC, Town Clerk

SUBJECT: 13TH ANNUAL FLORIDA MARATHON

Staff Report – Town of Indialantic Meeting Date: October 7, 2020

Summary:

Received an application for the 13th annual Florida Marathon for February 7, 2021. This would involve the closure of one lane of N. Riverside within the Town of Indialantic, N. Riverside Place, and one lane of the west bound causeway lanes. This would not require any assets or personnel from the Town of Indialantic. The Brevard County Sheriff's Office would provide traffic control. This would be on Sunday, February 7, 2021 from 7:00 am to 1:00 pm.

Recommendation:

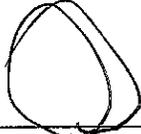
Approve Special Event: Smooth Running, LLC 13th annual Florida Marathon Weekend

MOTION: Approve Special Event: Smooth Running, LLC 13th annual Florida Marathon Weekend

Submitted by:

Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

REQUEST FOR SPECIAL EVENT

Owner/Business Name Smooth Running
Address P.O. Box 33100 Indialantic Fl. 32903
Applicant Mitch Karris Phone 321-759-7200 Date Sept. 9, 2020
Event Location: Riverside Drive (south) and Melbourne Causeway (east)
Event date(s): from Feb. 7 to Feb. 7, 2021
Time of event: from 0700 to 1pm
Please state the purpose of this request, ie: grand opening, anniversary
13th Annual Florida Marathon Weekend VIC2021

BCSO will police Indialantic as in years past.
Riverside Drive to be closed beginning at 3am (approx) and southbound
Type of merchandise displayed n/a closed from 7am - 1pm
(Please include diagram with dimensions indicating where the items will be displayed)

Per Indialantic Code Section 13-3(c)(2), please submit a copy of liability insurance in the amount of at least \$100,000 per person/\$200,000 per occurrence. The Town of Indialantic shall be listed as "additionally insured" for the date(s) of the event. The policy shall be non-cancelable without at least ten (10) days written notice to the Town prior to cancellation. Sample wording regarding cancellation is as follows:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail 10 days written notice to the Town of Indialantic by certified mail prior to cancellation."

Fax: 321-951-8224 or mail to the Town of Indialantic, 220 Fifth Avenue, Indialantic, Florida 32903 within 5 days of the event.

FOR OFFICE USE ONLY

Permit for this event is approved or disapproved for the following reasons:

Code Enforcement Officer

Police Chief

Public Works Director

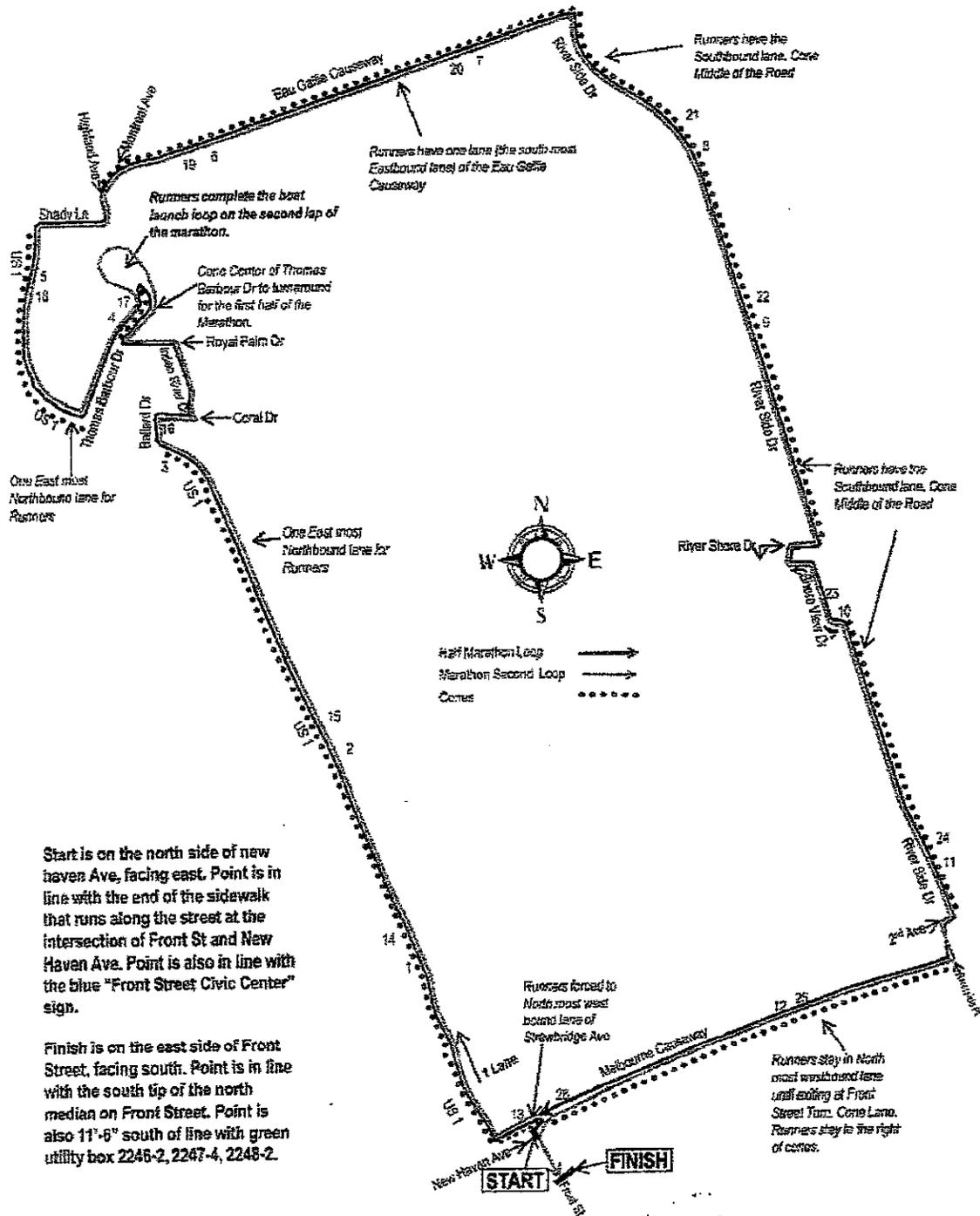
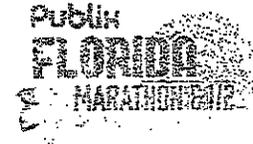
Town Manager

Fire Chief

Building Official



1771 1772 1773 1774 1775 1776 1777 1778 1779 1780 1781 1782 1783 1784 1785 1786 1787 1788 1789 1790 1791 1792 1793 1794 1795 1796 1797 1798 1799 1800



Start is on the north side of new haven Ave, facing east. Point is in line with the end of the sidewalk that runs along the street at the intersection of Front St and New Haven Ave. Point is also in line with the blue "Front Street Civic Center" sign.

Finish is on the east side of Front Street, facing south. Point is in line with the south tip of the north median on Front Street. Point is also 11'-6" south of line with green utility box 2246-2, 2247-4, 2248-2.

SUBJECT: Pest Control Extension

Staff Report – Town of Indialantic Meeting Date: October 7, 2020

Summary:

Council is being requested to approve a one year extension of the current pest control agreement, with removing Riverside Park as per Council direction. The agreement with TruGreen LP will extend service through September 30, 2021. The cost is the same for each park with the removal of Riverside Park.

Recommendation:

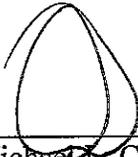
Approve extending the Pest Control Agreement with TruGreen LP through September 30, 2021

MOTION: Approve extending the Pest Control Agreement with TruGreen LP through September 30, 2021.

Submitted by:

Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

Sharon Sooy



Customer Information

Bill To:

TOWN OF INDIALANTIC
 216 5TH AVE
 INDIALANTIC, FL 32903
 USA

Service Location:

Douglas Park
 505 5TH AVE
 INDIALANTIC, FL 32903
 USA

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Recommended	Total Price
Douglas Park	Lawn Service	3	Mar. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$172.00
Douglas Park	Lawn Service	6	Jun. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$172.00
Douglas Park	Lawn Service	9	Sept. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$172.00
Douglas Park	Lawn Service	12	Dec. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$172.00
Lily Park	Lawn Service	3	Mar. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$53.56
Lily Park	Lawn Service	6	Jun. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$53.56
Lily Park	Lawn Service	9	Sept. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$53.56
Lily Park	Lawn Service	12	Dec. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$53.56
Nance Park	Lawn Service	3	Mar. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$515.00
Nance Park	Lawn Service	6	Jun. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$515.00
Nance Park	Lawn Service	9	Sept. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$515.00
Nance Park	Lawn Service	12	Dec. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$515.00
Orlando Park	Lawn Service	3	Mar. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$466.59
Orlando Park	Lawn Service	6	Jun. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$466.59
Orlando Park	Lawn Service	9	Sept. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$466.59
Orlando Park	Lawn Service	12	Dec. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$466.59
Town Hall & Fire Dept	Lawn Service	3	Mar. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	<input type="checkbox"/>	\$41.20

Town Hall & Fire Dept	Lawn Service	6	Jun. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control		\$41.20
Town Hall & Fire Dept	Lawn Service	9	Sept. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control		\$41.20
Town Hall & Fire Dept	Lawn Service	12	Dec. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control		\$41.20
Subtotal					\$4,993.40
Total Sales Tax Amount					\$0.00
Grand Total					\$4,993.40

Standard Terms and Conditions

1. **Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
2. **Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (15% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
4. **Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a) **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. **Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. **Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: {{*Sig_es_esigner2:signature}} Date: {{IDtel_es_esigner2:date}}

REPRESENTATIVE/GENERAL MANAGER

Print Name: {{*Name1_es_:signer1:fullname}} Date: {{!Dtel_es_:signer1:date}}

Customer Signature: {{*Sig_es_:signer1:signature}} Date: {{!Dtel_es_:signer1:date}}

AUTHORIZED AGENT/CUSTOMER

SUBJECT: FDLE JUSTICE ASSISTANCE GRANT

Staff Report – Town of Indialantic Meeting Date: October 7, 2020

Summary:

Chief Connor wrote a letter to FDLE requesting residual leftover grant funds to purchase body worn cameras for the police department. FDLE approved Justice Assistance Grant (JAG) residual funding in the amount of \$11,000 and notified Chief Connor. This grant is a non-matching grant and will purchase six body worn cameras and software for the police department and no cost the Town of Indialantic.

Recommendation:

Accept JAG grant and allow Mayor and/or Town Manager to sign grant paperwork.

MOTION: Accept JAG grant and allow Mayor and/or Town Manager to sign grant paperwork.

Submitted by:

Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

From: Criminal Justice

Sent: Tuesday, September 22, 2020 9:34 AM

To: mconnor@indialantic.com

Cc: Smith, Clyde ; Menacof, Cody ; Cradit, Rona Kay

Subject: FY18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Residual Funds

Dear Chief Connor:

The FDLE Commissioner's Office has approved your Justice Assistance Grant (JAG) residual funding request in the amount of \$11,000.00. This amount fully funds the project outlined in your request dated July 22, 2020; your request to purchase six (6) body worn cameras is approved.

The award period for this grant is October 1, 2020 to September 30, 2021. Please be aware no extension of the grant period beyond September 30, 2021 is available.

Eligibility for funding under this award requires each unit of local government to complete and submit a properly executed Certification of Compliance with 8 U.S.C. § 1373. The form must be reviewed and signed by the chief legal officer of your local government (i.e., the city or county attorney) and returned to us as soon as possible. This certification is required by the U.S. Department of Justice. FDLE is unable to approve any application without a properly executed certification. If you have questions about the execution of this document, please contact us prior to submitting.

To expedite the application process, the OCJG will compose the initial grant application. This will require input from the Project Director. As soon as possible, please provide us with the name, email address, and phone number of the person who will act as your project director for this grant. We will work with them to create and submit the application via the FDLE Subgrant Information Management Online (SIMON) grant management system.

Questions about the actual application process should be directed to Clyde Smith at (850) 617-1270. For assistance with the SIMON system, please contact Krista Sanders at (850) 617-1250.

We look forward to working with you.

Thank you,

Office of Criminal Justice Grants

Florida Department of Law Enforcement

(850) 617-1250

Visit our website at: <http://www.fdle.state.fl.us/Grants/Home.aspx>



INDIALANTIC POLICE DEPARTMENT

220 5TH AVENUE • INDIALANTIC, FLORIDA 32903
INFORMATION 321/723-7788 • FACSIMILE 321/951-8224
police@indialantic.com • www.indialantic.com

MICHAEL CONNOR
CHIEF OF POLICE

Ms. Rona Kay Cradit
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

July 22, 2020

Dear Bureau Chief Cradit,

I hope this correspondence finds you well. By way of introduction, my name is Michael Connor and I am the Chief of Police for the Town of Indialantic in Brevard County. I was appointed Chief in January 2020 and I have spent the last 22 years at the Indialantic Police Department.

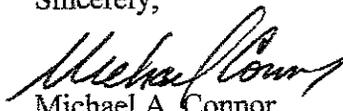
I write to you today to ask that my agency be considered for residual grant funding which may be available through either the Justice Assistance Grant (JAG) program or a similar program to purchase Body Worn Cameras (BWC) for my agency. The Indialantic Police Department consists of 12 full-time sworn officers serving a population of over 3,000 residents and enforcing traffic laws on the very busy roadways of State Road A1A and US192. In addition, the agency responds to over 9,000 calls for service per year.

The Indialantic Police Department currently does not utilize BWCs, and it is my desire to implement a BWC program as expeditiously as possible. I have long been a proponent for the use of BWCs by law enforcement officers, and I believe they are an increasingly critical (if not, soon to be mandatory) tool in contemporary law enforcement.

I have reached out to a few vendors and it is cost-prohibitive for me to purchase BWCs at this time, as systems are \$10,000+ just to outfit half the department's officers. I recently completed my FY20/21 budget proposal, and I was not able to include the purchase of BWCs because of budgetary restrictions, largely due to COVID-19 expenditures.

I appreciate the time you took to read my letter and consider my request. Please contact me if you have any questions.

Sincerely,


Michael A. Connor
Chief of Police



Indialantic PD V300 Proposal

CUSTOMER: Indialantic Police Department

ISSUED: 5/27/2020
EXPIRATION: 12/17/2020

,
"
"

**TOTAL PROJECT ESTIMATED AT:
\$10,869.00**

ATTENTION: Timothy Weber

SALES CONTACT: Michael Costa

PHONE:

DIRECT:

E-MAIL:

E-MAIL:

Michael.N.Costa@motorolasolutions.com

V300 Proposal VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	6.00	\$995.00	\$0.00	\$5,970.00
VIS-300-VTS-KIT	V300, Transfer Station Kit, D350, 8-Slot Upload Station, 10GB, Incl. Cables and Power	1.00	\$1,495.00	\$0.00	\$1,495.00
VIS-300-BAT-RMV	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	6.00	\$99.00	\$0.00	\$594.00
WAR-300-CAM-NOF	Warranty, V300 3 Year, No-Fault	6.00	\$450.00	\$0.00	\$2,700.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$110.00	\$0.00	\$110.00
					\$10,869.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts \$0.00

Additional Quote Discount \$0.00

Total Amount \$10,869.00

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

**SUBJECT: Stormwater Maintenance Agreement for Wave Crest
Townhomes**

Staff Report – Town of Indialantic Meeting Date: October 7, 2020

Summary:

Attached is the Stormwater Maintenance Agreement for Wave Crest Townhomes located at 718 Wavecrest Ave, prepared by the Town Attorney.

Recommendation:

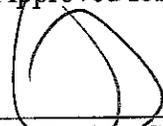
Approve

**MOTION:
Approve Stormwater Maintenance Agreement**

Submitted by:

Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

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

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

Brevard County Property Appraiser's
Parcel ID #27-38-31-EO-40-47

STORMWATER MAINTENANCE AGREEMENT
FOR
WAVE CREST TOWNHOMES

THIS AGREEMENT is made this _____ day of _____, 2020, by Bayswater Development Corporation, a Florida Corporation, whose address is 1684 West Hibiscus Blvd, Melbourne, Florida, 32901; the Ocean Jewel Townhomes Homeowners Association, Inc., a Florida Not-for-Profit Corporation, whose address 1684 West Hibiscus Blvd., Melbourne, Florida 32901; and the Town of Indialantic, a Florida Municipal Corporation, whose address is 216 Fifth Avenue, Indialantic, Florida 32903.

RECITALS:

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

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

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

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

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

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

ARTICLE I ACKNOWLEDGEMENTS

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

ARTICLE II DEFINITIONS

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

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

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

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

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

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

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

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

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

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

(j) "Plans" means and refers to survey, site plan, drainage and stormwater management plans, together with any attachments thereto, for the Properties on file in the office of the Town Clerk. The Plans consist of seven (7) pages and are entitled Wave Crest Townhomes:

(1) The site plan, drainage and stormwater management plans were prepared by Bennett Engineering & Consulting, LLC, a Florida Limited Liability Company, of Melbourne, FL, consisting of six (6) pages, prepared under job/project number 18.800 and dated the 24th day of May, 2019, for the following sheets: Sheets C-1 (Site Plan), ; and as to Sheets C-2 (Paving, Grading, Drainage & Utility Plan), C-3 (Site Sections and Details), C-4 (Utility Details), D-1 (Demolition Plans), and L-1 (Landscape Plan), all with no last date of revision; and

(2) The survey was prepared by AAL Land Surveying Services, Inc., a Florida Corporation, of West Melbourne, FL, consisting of one (1) page, prepared under project number 38742 and dated with a field date of 5th day of May, 2019.

(k) "Plat" means and refers to Lots 46 through 48, and the North 15 feet of Lot 45, Block 40, of Indialantic By-the-Sea, according to the plat thereof, as recorded in Plat Book 3, Page 35, Public Records of Brevard County, Florida, and the land East of Wavecrest Avenue and the Atlantic Ocean and the North and South boundaries of the aforementioned property which is also described as Lots 35 and 36, Block 100A, Section E, Indialantic By-the-Sea, according to the plat thereof as recorded in Plat Book 10, Page 4, Public Records of Brevard County, Florida, all as replatted from time to time in whole or in part, together with any plat of additional land made subject to this Agreement.

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

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

(n) "Surface Water/Stormwater Management System" means and refers to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C, Florida Administrative Code, and Chapter 16.5, Town Code of Ordinances (2019); Chapter 14, Town Code of Ordinances (2020), all as superseded from time to time. The Surface Water/Stormwater Management System includes, but is not limited to, all retention/detention ponds and areas as shown upon Plans, together with all appurtenant outfall structures, pipes, lines, tees, bends, meters, gauges, mechanical equipment, valves, and easements therefore, all as are not conveyed to and accepted by the Town.

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

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

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

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

thereof shall have joined in this Agreement for the purpose of subjecting that portion of the Properties owned by each of them to this Agreement.

ARTICLE IV SURFACE WATER/STORMWATER MANAGEMENT SYSTEM

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

Section 2. Common Areas and Operation of Surface Water/ Stormwater Management System. The Common Areas, upon which the Surface Water/Stormwater Management System is situated, shall be open spaces without any structures, excluding fences, being permitted therein, except for structures which are a part of the Surface Water/Stormwater Management System. The Surface Water/Stormwater Management System shall be Operated, all in accordance with the standards, conditions, and requirements set forth on the Plans, and in the Town Code of

Ordinances, and in particular although not limited to the requirements of the Town Code, which are incorporated herein by this reference, and the Town Comprehensive Plan, which standards, conditions, and requirements shall constitute minimum standards for the Operation of the Surface Water/Stormwater Management System. At all times the Surface Water/Stormwater Management System shall be maintained in such a condition so that the Surface Water/ Stormwater Management System equals or exceeds the design performance standards as shown in the drainage calculations on the Plans.

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

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

Section 5. General. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land and, notwithstanding any other provisions of this Agreement, may not be substantially

amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.

ARTICLE V
ASSOCIATION-COVENANT
FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The Assessments provided for herein and levied by the Association or the Town as the case may be shall be used exclusively for the Operation of the Surface Water/Stormwater Management System as required herein and landscape maintenance of and improvements to the Common Areas and the Properties.

Section 3. Specific Damage. Owners (on their behalf and on behalf of their family members, tenants, invitees, agents, contractors, subcontractors, or children) causing damage to any portion of the Surface Water/Stormwater Management System and the

landscaping on the Common Areas or the Properties, as a result of misuse, negligence, or otherwise shall be directly liable to the Association, and a special Assessment may be levied by the Association, or the Town, as the case may be, therefor against such Owner or Owners. Such special Assessments shall be subject to all of the provisions hereof relating to other Assessments, including, but not limited to, the lien and foreclosure procedures, except that the special Assessment may be levied solely against those owners or their tenants or invitees thereof responsible for specific damage.

Section 4. Surface Water/Stormwater Management System Maintenance. If the Association has failed to maintain in good Operation, the Surface Water/Stormwater Management System or failed to do so in compliance with the Plans or as otherwise required herein, has failed to provide landscape maintenance to any portion of the Common Areas (whether part of the Surface Water/Stormwater Management System or otherwise), or has failed to maintain the improvements to the Common Areas, or the Properties, as required by this Agreement, then the Town may but shall not be obligated to, after giving the Association thirty (30) days written notice sent to the Association's last known registered agent, Operate that portion of the Surface Water/Stormwater Management System in need of said Operation or maintenance, or maintain or replace the Common Area landscaping. Said determination by the Town to Operate, temporarily or permanently, any part or all of the Surface Water/Stormwater Management System or maintain or replace the Common Area landscaping, shall be optional with the Town. The Town shall be under no obligation to, either temporarily or permanently, Operate the Surface Water/Stormwater Management System or maintain or replace the Common Area landscaping, nor shall the Town be liable for failing to Operate the Surface Water/Stormwater Management System or maintain or replace the Common Area landscaping. A determination by the Town that the Surface Water/Stormwater Management System, or any portion thereof, is not being Operated in compliance with the Plans and other standards set forth in this Agreement, or that maintenance or replacement of the Common Area landscaping is necessary or appropriate, shall be one subject to the sole but reasonable judgment of the Town. All costs and expenses of the Town resulting from any Operation of the Town of the Surface Water/Stormwater Management System, or maintenance or replacement of the Common Area landscaping, shall be chargeable to and Assessed by the Town to the Association and the Owners; provided that in the event the Town is compelled to Operate the Surface Water/Stormwater Management System or maintain, or replace of the Common Area landscaping, in accordance herewith, the Association shall have thirty (30) days in which to pay the Town's Assessment expenses and costs after the Association receives a bill therefor from the Town. If the Association shall fail to pay to the Town within said thirty (30) day period for the cost of providing said services, the Town has, and is hereby granted, a lien for the costs of said services. Said lien shall include interest to be assessed at the then highest lawful rate of interest and the costs and reasonable attorney's fees of collection thereof. The total cost of such services shall be *pro-rated* equally among all the Units and shall constitute a lien against each Unit for its *pro-rata* share. Further, to assist in collection of the costs for such services,

the Town shall have the power of Assessment and collection to the same extent as the Association as set forth in Article V, Section 5 hereof.

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

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

ARTICLE VI GENERAL PROVISIONS

Section 1. Duration. This Agreement and the provisions hereof shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Town, the Developer, the Owners, and the Association of any land subject to this Agreement, and

their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Agreement is recorded, after which time said Agreement shall be automatically extended for successive periods of five (5) years each unless an instrument signed by the Town has been recorded, agreeing to revoke said Agreement in part or in whole.

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

Section 3. Enforcement.

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

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

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

Section 5. Amendment.

(a) The covenants, easements, provisions, charges and liens of this Agreement may be amended, changed or added to at any time and from time to time upon the execution and recordation in the Public Records of Brevard County, Florida, of an instrument executed by the Town and the Association. The consent and joinder of the

Developer to any amendment to this Agreement shall be required for so long as the Developer shall own at least ten percent (10%) of the total number of Units depicted upon the Plans. No amendment to this Agreement may be made which places additional duties, obligations, or responsibilities on any Unit or Unit Owner without the consent and joinder of said Unit Owner to the amendment. This Section 5 may not be amended.

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

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

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

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

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

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

Section 11. Dissolution of Association. In the event of a permanent dissolution of the Association, the Owners shall immediately thereupon hold title to the Common Areas as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the Town. In no event shall the Town be obligated to accept any dedication or conveyance offered to it by the Association or the Owners pursuant to this section, but the Town may in its sole and absolute discretion accept such a dedication or conveyance, and any such acceptance must be made by ordinance or resolution adopted by the Town Council of the Town. Any

successor to the Association, including the Unit Owners shall pursuant to this Agreement provide for the continued maintenance and upkeep of the Surface Water/Stormwater Management System, if any, and the Common Areas. Anything to the contrary herein notwithstanding, this section may not be amended without the written consent of the Town.

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

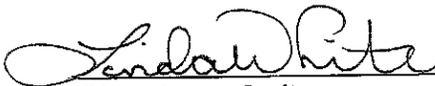
Section 13. Recordation. The Developer hereby agrees to pay for any costs of recordation of this Agreement in the Public Records of Brevard County, Florida, and the recorded original hereof shall be returned to the Town for filing in its records.

Executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

OWNER/DEVELOPER:

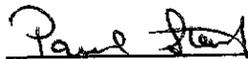
BAYSWATER DEVELOPMENT
CORPORATION, a Florida Corporation



Signature of witness

Print Name: Linda White

Address: 1688 W. Hibiscus Blvd
Melbourne, FL 32901



Signature of witness

Print Name: Paul Steed

Address: 1688 W. Hibiscus Blvd
Melbourne, FL 32901

By: 

William Braselton, its
President

Address: 1684 West Hibiscus Blvd.,
Melbourne, FL 32901

ASSOCIATION:

OCEAN JEWEL TOWNHOMES
HOMEOWNERS ASSOCIATION, INC., a
Florida Not-for-Profit Corporation

Linda White

Signature of witness

Print Name: Linda White

Address: 1688 W Hibiscus Blvd
Melbourne FL 32901

Paul Steed

Signature of witness

Print Name: Paul Steed

Address: 1688 W. Hibiscus Blvd.
Melbourne FL 32901

[Signature]

By:

William Braselton, its
President

Address: 1684 West Hibiscus Blvd.
Melbourne, FL 32901

(CORPORATE SEAL)

TOWN:

TOWN OF INDIALANTIC,
A Florida Municipal Corporation

Signature of witness

Print Name: _____

Address: _____

Signature of witness

Print Name: _____

Address: _____

By:

Michael Casey, as Town
Manager

Address: 216 Fifth Avenue
Indialantic, FL 32903

(TOWN SEAL)

ATTEST:

Rebekah Raddon, CMC
Town Clerk

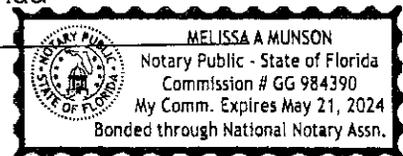
Notary for the Owner/Developer:

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of September, 2020, by William Braselton, as President of Bayswater Development Corporation, a Florida Corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Melissa A Munson
(Signature of person taking acknowledgment)
MELISSA A MUNSON
(Name typed, printed or stamped)
Notary Public – State of Florida

(Serial number)
My Commission Expires:



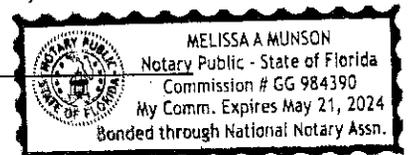
Notary for the Association:

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of September, 2020, by William Braselton, as President of the Ocean Jewel Townhomes Homeowners Association, Inc. a Florida Not-for-Profit Corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Melissa A Munson
(Signature of person taking acknowledgment)
MELISSA A MUNSON
(Name typed, printed or stamped)
Notary Public – State of Florida

(Serial number)
My Commission Expires:



Notary for the Town:

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by Michael Casey, as Town Manager of the Town of Indialantic, a Florida Municipal Corporation, on behalf of the municipal corporation, who is personally known to me or has produced _____ as identification.

(Signature of person taking acknowledgment)

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

(Serial number)
My Commission Expires:

SUBJECT: Resolution 18-2020

Staff Report – Town of Indialantic

Meeting Date: October 7, 2020

Summary:

Town Council passed Resolution 06-2020 on July 8, 2020 which temporarily waived enforcement of certain provisions of the Town's sign code section 17-106 and outdoor cafes section 17-132 because of COVID-19 and expired on October 1, 2020. Resolution 18-2020 would continue to temporarily waive these same provisions with an expiration date of February 1, 2021

Recommendation:

Approve Resolution 18-2020

MOTION:

Approve Resolution 18-2020

Submitted by:

Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

RESOLUTION 18-2020

A RESOLUTION OF THE TOWN OF INDIALANTIC, FLORIDA, TEMPORARILY WAIVING ENFORCEMENT OF CERTAIN PROVISIONS OF THE TOWN'S SIGN CODE SECTION 17-106 AND OUTDOOR CAFES SECTION 17-132; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHERE AS, on March 27, 2020, by Emergency Executive Order No. 2020-01, the Mayor and the Town Manager of the Town of Indialantic issued a local Declaration of Emergency within the Town of Indialantic regarding COVID-19 ("Declaration") following declarations of emergency issued respectively by the President of United States, Governor Ron DeSantis and Brevard County; and

WHERE AS, on March 16, 2020, the Center for Disease Control and Prevention ("CDC") issued the "15 Days to Slow the Spread" guidance advising individuals to adopt far-reaching social distancing measures, such as avoiding gatherings of more than 10 people, and bars, restaurants, food courts, gyms and other indoor and outdoor venues where groups of people congregate should be closed; and

WHERE AS, in furtherance of the President's and the CDC's guidance and the guidance of the State Surgeon General, Governor DeSantis has issued several Executive Orders to-date that restrict the operations of various businesses in order to implement and comply with social distancing guidelines; and

WHERE AS, businesses around the country, including those in the Town of Indialantic, that are still permitted to operate have been forced to adapt to these social distancing guidelines and orders, and are implementing creative operational changes to attract and service customers during the emergency period; and

WHERE AS, on April 16, 2020, the President of the United States released Guidelines for Opening up America to help state and local officials when reopening their economies due to the sustained downward trajectory of influenza-like illnesses in gradual phases slowly easing the business impacts COVID-19 mitigation while adhering to physical distancing and sanitation protocols; and

WHERE AS, Florida Governor Ron DeSantis has convened his Re-Open Florida Task Force to consider the President's Guidelines and to make recommendations on how to best re-open the State of Florida and Governor DeSantis is expected to release direction and guidance to local governments soon after; and

WHERE AS, the Town of Indialantic is committed to supporting retailers, restaurants and their employees as they pursue creative business practices that safely serve customers during this temporary period of social distancing and emergency; and

WHERE AS, in order to promote the sale of available and necessary goods and services to the public and to attract potential customers in need of such goods and services while traveling along the rights-of-way without unnecessarily leaving their vehicles and maintaining social distancing guidelines, the Town supports a temporary waiver of the Town's Sign Code during this unique COVID-19 emergency to allow the installation of certain on-premises signs by businesses providing goods and services to the public provided the signs comply with the terms of this Resolution; and

WHERE AS, in order to promote social distancing while allowing dining establishments to serve customers prepared food on premises, the Town supports a temporary waiver of the Town's Outdoor Café code,

WHERE AS, the terms and conditions imposed by this Resolution are derived predominantly from the terms and conditions established by the Town Council for other authorized on-premises signs as set forth in Section 17-106 of the Town of Indialantic code and the terms and conditions set forth in Section 17-132 for outdoor cafes; and

WHERE AS, the Town's Sign Code rules reflects the Town's concern about aesthetics and the safety of the public, and the Town is still concerned about aesthetics and safety, so is only temporarily relaxing those rules where doing so will not create blight or render roads unsafe; and

WHERE AS, traffic is reduced due to the emergency, and the Town is willing to temporarily sacrifice aesthetics in order to ensure the residents can obtain necessary goods and services during this extraordinary time; and

WHERE AS, this Resolution is intended to apply to dining and retail businesses located within the Town's commercial zoning areas designated as C, C-1, C-2, SC, R-P; and

WHERE AS, Town Council passed Resolution 06-2020 on July 8, 2020 which temporarily waived enforcement of certain provisions of the Town's sign code section 17-106 and outdoor cafes section 17-132 and expired on October 1, 2020; and,

WHERE AS, this resolution would grant a continuation of resolution 06-2020 that would expire on February 1, 2021, at which time the waiver authorized by this Resolution shall expire and any unpermitted signage erected pursuant to this Resolution shall be permanently removed, and Town regulations for outdoor cafes will resume; and,

WHERE AS, associated with COVID-19, the Governor's emergency order, and the Declaration, the Town of Indialantic understands that local businesses and organizations need to communicate with their customers now more than ever and be able to serve customers while maintaining social distancing; and

WHERE AS, signage is a good communication tool, and outdoor cafes will help increase business at local dining establishments by allowing more patrons to safely be served; and,

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF INDIALANTIC, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Sign Code Waiver – On-Premises Banners, A-Frame Signs and Detached Signs. On property currently zoned C, C-1, C-2, SC, R-P the prohibition of banners, a-frame signs, and ground signs are hereby temporarily waived for dining and retail businesses that are open for business and providing goods and services to the public. Such businesses shall be permitted to install one temporary on-premises banner, one A-Frame sign, and up to four ground signs for the time period allowed in this Resolution under the following terms and conditions:

1. Must be substantially secured or weighted to resist movement while on display.
2. Must not encroach into vehicular circulation areas or be in parking areas.
3. Temporary signs must be removed and brought inside a building when there are storm warnings so as not to become a hazard during a storm event.
4. No provision of this Resolution shall be construed or interpreted as authorizing the installation of an off-premises banner, ground sign, or A-Frame sign.
5. The Town hereby waives the permit fees for all temporary signs enacted under the authority of this Resolution.
6. At such a time as this Resolution is terminated, all signs installed pursuant to this Resolution must be removed by the business or property owner within 24 hours of said termination.

SECTION 3. Outdoor Cafe Waiver – Inspections and Approval from Fire Department and Building Department. Maximum Number of Seats, and Requirements for Fencing. On property currently zoned C, C-1, C-2, SC, R-P the requirements for inspections and approval from the fire department and building department prior to opening an outdoor seating area are hereby temporarily waived for restaurants that are open for business and providing food services to the public. Fencing requirements are hereby temporarily waived. Such businesses shall be authorized to create an outdoor seating area for the time period allowed in this Resolution under the following terms and conditions:

1. Temporary outdoor seating and tents must be removed when there is an impending storm. Also, the Town Manger can order immediate removal at any time for violation of any regulation.
2. Outdoor seating may exceed the number of indoor seats provided the seating arrangement complies with requirements of State of Florida Executive Order 20-112 and subsequent orders.
3. Must comply with all Florida Health Department regulations.
4. Must not negatively impact ingress/egress to the building or property.
5. No music, public address system, or outdoor entertainment is allowed.
6. All other provisions of Section 17-132 remain in effect.

SECTION 4. Termination. This Resolution may be expressly terminated by subsequent order of the Town Council or Town Manager, but in any event will automatically terminate February 1, 2021. Upon termination, the additional signage shall again be considered prohibited signs under Section 17-106 of the Town's sign code, and regulations for outdoor cafes will resume.

SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED by the Town Council of the Town of Indialantic on the 7th day of October, 2020.

TOWN OF INDIALANTIC, FLORIDA,
A Florida Municipal Corporation

David Berkman
Mayor

ATTEST: _____
Rebekah Raddon, CMC
Town Clerk

**SUBJECT: (Second Reading) Ordinance 2020-13 Police & Fire Pension
IRS Change**

Staff Report – Town of Indialantic Meeting Date: October 7, 2020

Summary:

Ordinance 2020-13 amends Section 2-235 of the Town Code to comply with changes to Internal Revenue Code and authorizes the Board to make appropriate changes to the Plan in order to maintain the Plan's tax qualified status.

Recommendation:

Adopt Ordinance 2020-13 on second reading.

**MOTION:
Adopt Ordinance 2020-13 on second reading.**

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

August 12, 2020

VIA EMAIL

Ms. Jennifer Small
Pension Board of Trustees
Town of Indialantic
216 Fifth Avenue
Indialantic, FL 32903

Re: Town of Indialantic
Police Officers' and Firefighters' Retirement System

Dear Jennifer:

In response to Jeri-Sue Moffitt's email dated July 31, 2020, we have reviewed the proposed Ordinance (identified on the left footer of each page as 00152758. WPD;1) amending the Town of Indialantic Police Officers' and Firefighters' Retirement System. The following amendments to the pension plan are proposed:

1. Section 2-235 (c), Required Distributions, is being amended to subsection (2), reflecting recent changes to the Internal Revenue Code, shifting the required distribution age to 72 for members who had not attained age 70-1/2 by December 31, 2019.
2. Section 2-235 (e), IRS compliance, is being amended to subsection (1), requiring the Board to adopt an administrative policy to maintain tax qualification status under the Internal Revenue Code and the Plan be administered at all times to comply with the provisions of the Internal Revenue Code and the corresponding Treasury Regulations applicable to a governmental defined benefit retirement plan.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

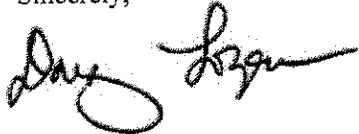
Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

Ms. Jennifer Small
August 12, 2020
Page 2

The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas H. Lozen". The signature is fluid and cursive, with the first name "Douglas" written in a larger, more prominent script than the last name "Lozen".

Douglas H. Lozen, EA, MAAA

Cc: Bonni Jensen, Plan Attorney

ORDINANCE NO. 2020-13

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2, DIVISION 3, PENSION PLAN FOR POLICE OFFICERS AND FIREFIGHTERS; AMENDING SECTION 2-235, IRS PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Indialantic provides for a pension plan for police officers and firefighters (the "Plan");

WHEREAS, pursuant to Sec. 2-231, the sole and exclusive administration and responsibility for the proper operation of the retirement system is vested in the Board of Trustees (the "Board");

WHEREAS, changes to the Internal Revenue Code happen quickly and frequently. There is a benefit in authorizing the Board to make appropriate changes to the Plan in order to maintain the Plan's tax qualified status;

WHEREAS, effective January 1, 2020, the Internal Revenue Code was amended by increasing the required minimum distribution age from 70½ to 72; and

WHEREAS, to implement the change, it is necessary to amend the Plan;

NOW, THEREFORE, BE IT ENACTED by the Town Council of the Town of Indialantic, Brevard County, Florida:

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as a material part of this Ordinance.

SECTION 2. That Section 2-235 of the Code of Ordinances of the Town of Indialantic, Florida, is hereby amended to read as follows:

Sec. 2- 235 IRC provisions

* * *

(c) 401(a)(9) Required Distributions

- (1) Effective for distributions after December 31, 1996, in accordance with IRC Section 401(a)(9), all benefits under this plan will be distributed, beginning not later than the required beginning date set forth below, over a period not extending beyond the life expectancy of the member or the life expectancy of the member and a beneficiary.
- (2) Any and all benefit payments shall begin by the later of:
 - a. April 1 of the calendar year following the calendar year of the member's retirement date; or
 - b. April 1 of the calendar year following the calendar year in which the member attains age ~~70½~~ 72, provided the member had not attained age 70½ by December 31, 2019.

* * *

(e) IRS Compliance

- (1) It is intended that the Plan be administered at all times in accordance with the provisions of the Internal Revenue Code and the corresponding Treasury Regulations applicable to a governmental

defined benefit retirement plan.

b. In recognition of the changing requirements of Plan qualification, the Board shall adopt an administrative policy setting forth the required provisions for tax qualification. Such a policy shall be amended by the Board as required to maintain continuing compliance with the Internal Revenue Code and that policy and any amendments shall have the force of law as if adopted by the Town Council.

SECTION 3. Severability Clause/Interpretation. In the event that any term, provision, clause, sentence or section of this Ordinance shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did not exist.

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

PASSED by the Town Council of the Town of INDIALANTIC on first reading on the ____ day of _____, 2020, and **ADOPTED** by the Town Council of the Town of INDIALANTIC, Florida, on final reading on the ____ day of _____, 2020.

TOWN OF INDIALANTIC

David Berkman
Mayor

ATTEST: _____
Rebekah Raddon, Town Clerk

SUBJECT: (Second Reading) Ordinance 2020-14 – Park Hours

Staff Report – Town of Indialantic Meeting Date: October 7, 2020

Summary:

Town Council expressed a desire to change park hours in Ernest Kouwen-Hoven Riverside Park to be consistent with Douglas Park, which closes at 10 p.m. Ordinance 2020-14 updates the Town code to allow all park hours to be adjusted by resolution instead of by ordinance which simplifies the process and saves on advertising costs. The ordinance also allows the Town Manager to close parks in the event of an emergency.

Recommendation:

Adopt Ordinance 2020-14 on second reading.

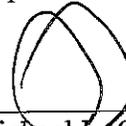
**MOTION:
Adopt Ordinance 2020-14 on second reading.**

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

ORDINANCE NO. 2020-14

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA; RELATING TO PARKS; MAKING FINDINGS; AMENDING SECTION 5-2, TOWN CODE OF ORDINANCES, RELATING TO HOURS OF OPERATION OF PARKS; PROVIDING A SEVERABILITY/INTERPRETATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to provide for the closing of parks in an emergency situation, such as a tropical storm or hurricane event, and to provide for setting park operation hours by resolution of the Town Council; and

WHEREAS, the Town Council finds that this Ordinance is consistent with the welfare and safety of the citizens of the community.

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

SECTION 1. Recitals. Each and all of the foregoing recitals ("WHEREAS" clauses) are hereby declared to be true and correct and are incorporated herein by this reference.

SECTION 2. That Section 5-2 of the Code of Ordinances of Indialantic, Florida, is hereby amended to read as follows:

Sec. 5-2. Hours of operation.

The following parks shall remain open to the public during hours set from time to time by resolution of the town council: ~~from 6:00 am until 9:00 pm:~~ Dewey, Ernest Kouwen-Hoven Riverside, Gus Carey, Indialantic Ocean Beach (south of Lot 20, Block 38, Indialantic by-the-Sea, Plat Book 3, Page 35, Public Records of Brevard County, Florida), Indian River, Lily, Orlando, Sea Park, Sunrise, Tradewinds, Vincent Benevente Sunset, Wavecrest and Wavecrest Extended, ~~and Douglas Park, shall remain open to the public from 5:00 am until 10:00 pm.~~ Nance Park and Indialantic Ocean Beach Park (which runs from Nance Park to the southern boundary of Lot 20, Block 38, Indialantic by-the-Sea, Plat Book 3, Page 35, Public Records of Brevard County, Florida) shall remain open to the public from 6:00 am to 1:30 am., except during severe weather events such as a tropical storm or hurricane. a) The permitted hours of operation for a town ~~Town~~ park may be temporarily extended by the town manager ~~Town Manager~~ for special events occasions, and the permitted hours of operation for a town park may be

41 temporarily limited or closed during emergency conditions, such as a tropical storm or
42 hurricane, by the town manager.

43

44 SECTION 3. Severability Clause/Interpretation.

45

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

53

54 (b) That in interpreting this Ordinance, underlined words indicate
55 additions to existing text, and ~~stricken through~~ words include deletions from existing text.
56 Asterisks (* * * *) indicate a deletion from the Ordinance of text, which exists in the Code
57 of Ordinances. It is intended that the text in the Code of Ordinances denoted by the
58 asterisks and not set forth in this Ordinance shall remain unchanged from the language
59 existing prior to adoption of this Ordinance.

60

61 SECTION 4. Effective Date. This Ordinance shall become effective upon
62 adoption of this Ordinance.

63

64 PASSED by the Town Council of the Town of Indialantic on first reading on the 9th
65 day of September, 2020, and ADOPTED by the Town Council of the Town of Indialantic,
66 Florida, on final reading on the ____ day of October, 2020.

67

68

69

TOWN OF INDIALANTIC

70

71

72

73

David Berkman

74

Mayor

75

76

ATTEST: _____

77

Rebekah Raddon

78

Town Clerk



MEMORANDUM

To: Mayor and Town Council
From: Paul Gougelman, Town Attorney
Date: August 26, 2020
RE: Proposed Revisions To Litter Code

Pursuant to Florida law, there are two ways for the Town to enforce regulations prohibiting littering. The Town can rely on the Florida Litter Law with penalties set forth in Section 403.413, Florida Statutes, or alternatively, the Town may adopt an ordinance with a separate set of penalties consistent with Section 162.21, Florida Statutes. According to the Attorney General, the Town may cite a violation under either the Florida Litter Law or the Town adopted ordinance.¹

The proposed Ordinance gives the Town the power to use either approach. The proposed Ordinance also allows law enforcement officers, or Town code enforcement officers, to issue citations for violation of litter laws. This is also permitted, as an option, by Florida law.

Based on the Council's previous discussions on litter enforcement, penalties were a major point of focus. This memorandum for the sake of comparison lists the standard penalties under the Florida Litter Law and the proposed Town Ordinance.

The Florida Litter Law provides the following pertinent penalties:

If the amount of litter does not exceed 15 pounds in weight or 27 cubic feet in volume and is not for commercial purposes the penalty is a noncriminal infraction \$100, from which \$50 is to be deposited into the Solid Waste Management Trust Fund to be used for solid waste management grants. If the amount of violation exceeds 15 pounds in weight or 27 cubic feet in volume, but does not exceed 500 pounds in weight or 100 cubic feet in volume and is not for commercial purposes, the violator is guilty of a first degree misdemeanor punishable by a fine of up to \$1,000 and/or by a jail term of not exceeding one year. In addition to these penalties, the court shall require the violator to pick up litter or perform other community service commensurate with the offense committed.

¹ See AGO 97-76.

If the violation involves the use of a motor vehicle, upon a finding of guilt, the court shall forward a record of the finding to the Department of Highway Safety and Motor Vehicles, which shall record a penalty of three points on the violator's driver license.

The attached proposed Town Ordinance provides the following penalties:

If the fine is paid to the Town within ten (10) days of issuance of a citation, the fine is \$100. If the fine is paid to the Town after ten (10) days but within twenty (20) days of issuance of the citation, the fine is \$200.² If the fine is paid to the Town as provided, this acts as a waiver of the violator's right to contest the citation in court. If the violator wishes to contest the citation, they have a right to do so in county court. If they lose, the fine increases to a fine to be assessed by the court of not less than \$300, nor more than \$500, plus applicable court costs.

PRG/lw

² Payment of the fine to the Town may be made by payment in U.S. dollars by valid credit card, certified bank cashier's check, or in cash, has been remitted and received by the finance director within the 10/20 day timeframe set forth above. For individuals wishing to pay by credit card, the credit card holder will be responsible for all credit card company transaction fees.

ORDINANCE NO. 2020-15

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA; RELATING TO LITTERING; MAKING FINDINGS; AMENDING DEFINITIONS AS SET FORTH IN SECTION 8-51, TOWN CODE OF ORDINANCES; REVISING SECTIONS 8-52, 8-53, AND 8-54, TOWN CODE OF ORDINANCES, RELATING TO UNLAWFUL ACTS, PENALTIES, AND ENFORCEMENT; PROVIDING A SEVERABILITY AND INTERPRETATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to revise the penalties and process for enforcement of town code provisions relating to littering; and

WHEREAS, the Town Council finds that these revisions comport with Sections 162.21 and 162.22, Florida Statutes; and

WHEREAS, the Town Council intends that this Ordinance shall provide a process for penalties and enforcement that is an alternative to the Florida Litter Law, Section 403.413, Florida Statutes, while also permitting enforcement pursuant to the Florida Litter Law, which is consistent with rulings of the Attorney General as set forth in AGO 97-76; and

WHEREAS, the Town Council finds that this Ordinance is consistent with and will the public welfare, aesthetics, and safety of the citizens of the community by providing for removing unsightly and unhealthy litter from the Town.

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

SECTION 1. Recitals. Each and all of the foregoing recitals ("WHEREAS" clauses) are hereby declared to be true and correct and are incorporated herein by this reference.

SECTION 2. That Section 8-51 of the Code of Ordinances of Indialantic, Florida, is hereby amended to read as follows:

Sec. 8-51. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different. ~~As used in this article, the following words and phrases shall have the meanings indicated:~~

43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85

Dump means to dump, throw, discard, place, deposit, or dispose of.

~~(4) Handbill Handbills.~~ means any Any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper booklet, or any printed matter or literature which is not delivered by the United States Postal Service, except that the term "handbill" shall not include newspapers. A handbill shall be considered a commercial handbill if it advertises anything for sale or promotional gifts or prizes, if it directs attention to or advertises a meeting or performance at which an admission fee is charged for purposes of gain or profit, or if while containing some reading or pictorial material, it is predominantly advertisement and is distributed or circulated for advertising purposes, including the private gain of advertisers or distributors.

~~(2) Litter.~~ means any garbage; rubbish; trash; refuse; can; bottle; box; container; paper; disposable package; scrap metal; tobacco product; tire; appliance; mechanical equipment or part; building or construction material; tool; machinery; wood; motor vehicle or motor vehicle part; vessel; aircraft; farm machinery or equipment; sludge from a waste treatment facility, water supply treatment plant, or air pollution control facility; or substance in any form resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. All uncontainerized man-made materials, including but not limited to bottles, glass, garbage, trash, cans, scrap metal, refuse, paper, cigarettes/cigars, rubbish, disposable packages, or containers. Consistent with s. 790.33, Florida Statutes, ammunition and firearms shall not be included in this definition.

Litter enforcement officer means any officer of the Florida Highway Patrol, a county sheriff's department, a town law enforcement officer, a town code enforcement officer certified by the town police chief as having been trained in the issuance of citations pursuant to this article, or a law enforcement officer of the Department of Environmental Protection or the Fish and Wildlife Conservation Commission..

~~(3) Litter receptacle.~~ means any A container constructed and placed for public use as a depository for litter.

Motor vehicle means an automobile, motorcycle, truck, trailer, semitrailer, truck tractor, or semitrailer combination or any other vehicle that is powered by a motor.

~~(4) Newspaper.~~ means any Any newspaper of general circulation, as defined by law, or any newspaper duly entered with the United States Postal Service; shall include any periodical or magazine regularly published with not less than four (4) issues per year and sold or distributed to the public.

~~(5) Private property.~~ means property Property owned by any person as defined herein (other than public property), including but not limited to yards, grounds, driveways, entrances or passageways, parking areas, any body of water, vacant land, or private recreational facility.

~~(6) Public property.~~ means any Any area that is used or held out for use by the public whether owned or operated by public or private interests, including but not limited to highways, streets, alleys, beaches, parks, recreational areas, parking lots, sidewalks, medians, causeways, or bodies of water.

86 [DRAFTER's COMMENT: See and compare definitions set
87 forth in s. 403.413(2), F.S.]
88

89 SECTION 3. That Section 8-52 of the Code of Ordinances of Indialantic, Florida,
90 is hereby amended to read as follows:
91

92 **Sec. 8-52. Unlawful acts.**

93
94 (a) ~~(1)~~ *Acts prohibited.* It is unlawful for any person to dump ~~throw, discard,~~
95 ~~place or deposit~~ litter as herein defined in any manner or amount:

96 (1) ~~(a)~~ In or on any public highway, road, street, alley or thoroughfare,
97 including any portion of the right-of-way thereof, or any other public lands, except in litter
98 receptacles. When any litter is thrown or discarded from a motor vehicle, the owner,
99 where knowledge is shown, or the operator of the motor vehicle, or both, shall be deemed
100 in violation of this article.

101 (2) ~~(b)~~ In or on any river, stream, tidal, or coastal water of the state
102 or other body of water within the town. When any litter is thrown or discarded from a boat,
103 the owner, where knowledge is shown, or the operator of the boat, or both, shall be
104 deemed in violation of this article.

105 (3) ~~(c)~~ In or on any private property, unless prior consent of the owner of
106 said private property has been given and unless the dumping of such litter by such person
107 will not cause a public nuisance or otherwise be in violation of any other state or local law,
108 rule, or regulation.

109 (b) ~~(2)~~ *Handbills and newspapers.*

110 (1) ~~(a)~~ It shall be unlawful to distribute or cause to be distributed handbills
111 or newspapers within the town ~~city~~ in such a manner as to create litter.

112 (2) ~~(b)~~ No person shall dump ~~throw, scatter, or cast~~ any kind of handbill or
113 newspaper in or upon any public place within the town ~~city~~. It shall be lawful for any
114 person to hand out or distribute handbills or newspapers in any public place, except in the
115 public right-of-way, to any person willing to accept such handbill or newspaper.

116 (3) ~~(c)~~ No person shall dump ~~deposit, fasten, throw, scatter, or cast~~ any
117 handbill or newspaper in or upon any motor vehicle. This provision shall not prohibit the
118 handing of any handbill or newspaper to the owner or occupant of any vehicle if the
119 person is willing to accept said handbill or newspaper.

120 (4) ~~(d)~~ No person shall dump ~~place or cause to be placed~~ any handbill or
121 newspaper in or upon any premises if requested in writing by the owner or occupant
122 thereon not to do so.

123 (5) ~~(e)~~ Any person distributing handbills or newspapers shall maintain the
124 area which they are utilizing free of any litter caused by said handbill or newspaper
125 distribution.

126 (6) ~~(f)~~ It shall be unlawful for any person to distribute or cause to be
127 distributed any commercial handbill in any place, under any circumstances, which does

128 not have printed on the handbill the names and addresses of the persons who printed,
129 wrote, distributed, compiled, or manufactured said commercial handbill.
130

131 SECTION 4. That Section 8-53 of the Code of Ordinances of Indialantic, Florida,
132 is hereby amended to read as follows:
133

134 **Sec. 8-53. General penalties; Applicability of Florida Litter Law. Penalties and**
135 **enforcement.**
136

137 (a) ~~(1)~~ Any person, firm, corporation, business or other entity violating any
138 provision of this article, upon conviction thereof, shall be in violation of section 1-9 of this
139 code and subject to the penalties set forth in section 8-54 therein guilty of a
140 misdemeanor of the second degree, punishable as provided in section 10-1 of this Code

141 (b) ~~(2)~~ Violations of this article which are also violations of the Florida Litter Law,
142 Section 403.413, Florida Statutes, as hereafter amended, and may alternatively be
143 enforced in accordance with the provisions of the these powers outlined in said Florida
144 Litter Law, which law is incorporated herein by this reference.

145 ~~(3)~~ Violations of this article may be referred to the Town of Indialantic Code
146 Enforcement Board for disposition. The board shall adhere to its established procedure
147 for notice, timely compliance, and the setting of hearing dates. When violations are
148 referred to the code enforcement board, the penalties for violations shall be in
149 accordance with the provisions for enforcement of its orders.
150

151 [DRAFTER's COMMENT: The general penalties set forth in
152 this Ordinance are consistent with Section 162.21, Florida
153 Statutes. These penalties an alternative to what is permitted
154 by the Florida Littler Law, Section 403.413, Florida Statutes.
155 However, based on an opinion of the Attorney General, AGO
156 97-76, a municipality has the alternative to cite violations
157 based on the penalties set forth in Section 162.21, or the
158 Florida Littler Law.]
159

160 SECTION 5. That Section 8-54 of the Code of Ordinances of Indialantic, Florida,
161 is hereby amended to read as follows:
162

163 **Sec. 8-54. Enforcement.**
164

165 (a) *Citations generally.*

166 (1) Any litter enforcement officer, ~~as herein defined,~~ may issue a citation
167 to any person, ~~business entity, or other entity~~ violating the requirements of section ~~8-37~~
168 ~~5-16~~ (Garbage disposal—waterways Watercraft), section ~~8-38~~ ~~8-20~~ (Placing on land of
169 another), section ~~26-40~~ ~~8-21~~ (Construction or landscaping debris on streets, vacant lots),
170 section ~~10-11~~ (Littering causeway), or F.S. § Florida Statute Section 403.413, the Florida

171 Litter Law, of 1974 as amended from time to time. Any such violator receiving a citation
172 shall be deemed charged with a misdemeanor in the second degree pursuant to Florida
173 Statute Section 403.413(5).

174 (2) A violator may pay the fine as provided for herein below in
175 subsection (e) ~~(e)~~ of this section and waive his right to a hearing and enforcement by a
176 county court judge.

177
178 (b) *Citation forms.* Citations used in citing litter violations shall be on
179 prenumbered forms as required and approved by the clerk and shall provide blank
180 spaces for entering of the following information:

181 (1) Date, and time of issuance of the citation; and location of violation.

182 (2) Name and address of person to whom the citation is issued; violator.

183 (3) Date and time the civil infraction was committed; Violator's date of
184 birth.

185 (4) Facts constituting reasonable cause; Description of the violation.

186 (5) The number or section of the code or ordinance violated; Directions
187 as to payment of the penalty or request for a hearing.

188 (6) The name and authority of the litter enforcement officer; Statement
189 as to the effect of the election to request a hearing rather than pay the fine listed on the
190 citation.

191 (7) The procedure for the person to follow in order to pay the civil
192 penalty or to contest the citation; Name and signature of issuing officer.

193 (8) The applicable civil penalty if the person elects to contest the
194 citation; Name and signature of person receiving the citation.

195 (9) The applicable civil penalty if the person elects not to contest the
196 citation; and

197 (10) A conspicuous statement that if the person fails to pay the civil
198 penalty within the time allowed, or fails to appear in court to contest the citation, the
199 person shall be deemed to have waived his or her right to contest the citation and that, in
200 such case, judgment may be entered against the person for an amount up to the
201 maximum civil penalty.

202
203 (c) *Failure to sign citation.* As provided by F.S. §162.21, any person who willfully
204 refuses to sign and accept a citation issued by a litter enforcement officer shall be guilty
205 of a misdemeanor of the second degree, punishable as provided in F.S. §§ 775.082 or
206 775.083.

207
208 (d) *Disposition of citation.* After issuing a citation to an alleged violator, a litter
209 enforcement officer shall deposit the original citation and one copy of the citation with the
210 county court.

211
212 (e) ~~(e)~~ *Penalties.*

213 (1) Penalties imposed for the first violation of this section 8-52, except
214 these violations to which subsection (e) is applicable, shall be:

215 a. One hundred Five dollars (~~\$5.00~~), if paid to the finance
216 director of the town within ten (10) days of issuance of the citation.

217 b. Two hundred Fifteen dollars (~~\$45.00~~) if paid to the finance
218 director of the town more than ten (10) days but within twenty (20) days of issuance of the
219 citation.

220
221 As used herein, payment of the above set forth fine means that payment in U.S. dollars
222 by valid credit card, certified bank cashier's check, or in cash, has been remitted and
223 received by the finance director within the timeframe set forth above. For individuals
224 wishing to pay by credit card, the credit card holder will be responsible for all credit card
225 company transaction fees.

226
227 (2) If the fine outlined in subsection (e) (~~e~~)(1) is not paid within the
228 twenty (20) day period outlined therein, the clerk shall cause the violator listed on the
229 citation to be served with a court summons requiring payment or attendance at a hearing
230 at a time and place specified on such summons in accordance with Florida Rules of
231 Criminal Procedure. A county judge, after a hearing, shall make a determination as to
232 whether a littering violation has been committed and may impose a penalty as permitted
233 by F.S. §162.21, which is a fine of not less than \$300, nor more than \$500, plus
234 applicable and legally imposed court costs Florida Statute, Section 775.082 and Section
235 775.083, as amended from time to time.

236 (3) Nonpayment of the penalty, as defined above, within such twenty
237 (20) day period shall be prima facie ~~prima facie~~ evidence of the violator's election to waive
238 the right to pay the fine imposed in (e) (~~e~~)(1)a. or b.

239
240 (f) (d) Hearing. (1) A hearing may be requested by the person receiving such
241 citation for the purpose of presenting evidence before a county judge concerning a
242 littering violation. The cited person must request a hearing within twenty (20) days of the
243 issuance of such citation by informing the county clerk of the court ~~County Court of~~
244 ~~Brevard (Criminal Division)~~ of such intention. Any person requesting a hearing who does
245 not appear in accordance with such request, shall be subject to contempt proceedings or
246 to such other penalties as the court may, in its discretion, impose to require compliance
247 with this section.

248 (2) ~~An election to request a hearing constitutes a waiver of the right to~~
249 ~~pay the fine indicated on the citation, and a county judge, after a hearing, may impose a~~
250 ~~penalty not to exceed the limits set forth in Florida Statute Section 775.082 and Section~~
251 ~~775.083, as amended from time to time.~~

252
253 (e) ~~Court action without a citation.~~ In the event there is evidence to support a
254 finding that:

255 ~~(1) A citation is issued to a person, business or entity, or other entity~~
256 ~~which has previously been cited for violating any of the ordinances listed in subsection (a)~~
257 ~~or Florida Statute Section 403.413, as amended, or~~

258 ~~(2) If the litter which is the subject of such violation is of a type or~~
259 ~~quantity that significantly and negatively impacts the public health or safety. Then the~~
260 ~~town may institute court action pursuant to subsection (c)(2) without affording the benefit~~
261 ~~of the citation/fine procedure outlined in subsection (c)(1) by having a law enforcement~~
262 ~~officer arrest the violator pursuant to Florida Statute Section 403.143, as amended from~~
263 ~~time to time.~~

264
265 ~~(f) Authorized enforcement officer. For purposes of this section, any parking~~
266 ~~enforcement specialist so designated by the town or any law enforcement officer of the~~
267 ~~town shall be authorized~~

268
269 (g) General provisions. As required by F.S. §162.21(5),

270 (1) A violation of this article is a civil infraction.

271 (2) The maximum civil penalty shall not exceed \$500.

272 (3) A civil penalty of less than the maximum civil penalty is provided in
273 section 8-54(e), if the person who has committed the civil infraction does not contest the
274 citation.

275 (4) The issuance of a citation by a code enforcement officer or other law
276 enforcement officer who has reasonable cause to believe that a person has committed
277 an act in violation of this article is permitted.

278 (5) The person who is alleged to have committed a violation of this article
279 is permitted to contest the citation in county court.

280 (6) Procedures and provisions as are necessary to provide for the
281 enforcement of this article are provided herein.

282 283 SECTION 6. Severability Clause/Interpretation.

284
285 (a) In the event that any term, provision, clause, sentence or section of
286 this Ordinance shall be held by a court of competent jurisdiction to be partially or wholly
287 unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or
288 unenforceability shall not affect any of the other or remaining terms, provisions, clauses,
289 sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied
290 as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did
291 not exist.

292
293 (b) That in interpreting this Ordinance, underlined words indicate
294 additions to existing text, and ~~stricken through~~ words include deletions from existing text.
295 Asterisks (* * * *) indicate a deletion from the Ordinance of text, which exists in the Code
296 of Ordinances. It is intended that the text in the Code of Ordinances denoted by the
297 asterisks and not set forth in this Ordinance shall remain unchanged from the language

298 existing prior to adoption of this Ordinance.

299

300 (c) Drafter's comments shall not be codified.

301

302 SECTION 7. Effective Date. This Ordinance shall become effective upon
303 adoption of this Ordinance.

304

305 PASSED by the Town Council of the Town of Indialantic on first reading on the 9th
306 day of September, 2020, and ADOPTED by the Town Council of the Town of Indialantic,
307 Florida, on final reading on the ____ day of October, 2020.

308

309

TOWN OF INDIALANTIC

310

311

312

David Berkman

313

Mayor

314

315

316 ATTEST: _____

317

Rebekah Raddon

318

Town Clerk

SUBJECT: Littering Signs

Staff Report – Town of Indialantic

Meeting Date: October 7, 2020

Summary:

Councilman Kemp would like to give an update on littering signs and discuss recycle cans for the beach area. Cost range from approximately \$1000 to \$1800 per cluster of recycle cans as attached depending on configuration.

Recommendation:

MOTION:

Submitted by:

Rebekah Raddon
Town Clerk

Approved for agenda:



Michael E. Casey
Town Manager



SUBJECT: Agreement with the Coastal Florida Police Benevolent Association (CFPBA) Ratification

Staff Report – Town of Indian River

Meeting Date: October 7, 2020

Summary:

Council is being requested to ratify the agreement between the Town and the Coastal Florida Police Benevolent Association (CFPBA). The CFPBA is the bargaining agent for the Town's full time communications officers and police officers. The sergeants and police chief are not included in the bargaining unit.

Certain changes were made to ensure that agreement language and provisions were current and to meet State requirements. Other adjustments are as follows:

- (1) Article 7 – previously officers received \$100 for boots and \$60 for approved equipment. New agreement allows officers to use total \$160 for boots or equipment with Police Chief approval. Added Electronic Control Device (Taser) to issued equipment.
- (2) Article 8 – increase salary by 3.5% with the merit decreased by 1.5% for FY-21, this allows beginning salaries to increase and to remain competitive with other agencies in area and keeps a separation of new employees with tenured employees. This methodology does so without increasing budget of police department. Shift differential is currently given from 11 pm to 7 am and will be changed to 9 pm to 7 am. Allow a process to hire experienced police and communications officers with the approval of Town Manager and Police Chief, increased starting salary. 5 years' experience \$1,000, 8 years' experience an additional \$1,000, and 10 years or greater experience additional \$1,000, with a maximum of \$3,000 total.
- (3) Article 22 – Increase maximum accrued compensatory time from 40 hours to 60 hours.

Recommendation:

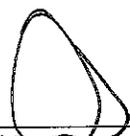
Ratify the agreement between the Town and Coastal Florida Police Benevolent Association and direct the Mayor to execute the agreement.

MOTION: Approve the agreement between the Town and Coastal Florida Police Benevolent Association and direct the Mayor to execute the agreement.

Submitted by:

Approved for agenda:

Rebekah Raddon
Town Clerk



Michael L. Casey
Town Manager

AGREEMENT

BETWEEN

TOWN OF INDIALANTIC, FLORIDA

AND

COASTAL FLORIDA POLICE BENEVOLENT
ASSOCIATION

Effective October 1, 2020
Through September 30, 2023

This Agreement between the Town of Indialantic, Florida (“the Town”) and Coastal Florida Police Benevolent Association (“the PBA”), effective this ____ day of October, 2020.

TABLE OF CONTENTS

ARTICLE 1 – MANAGEMENT RIGHTS..... 4
ARTICLE 2 – HUMAN RIGHTS..... 5
ARTICLE 3 – RECOGNITION..... 5
ARTICLE 4 – VOTING..... 5
ARTICLE 5 – CONFLICTING PROVISIONS..... 5
ARTICLE 6 – EDUCATIONAL ASSISTANCE 6
ARTICLE 7 – UNIFORMS AND EQUIPMENT..... 7
ARTICLE 8 – SAFETY AND HEALTH 9
ARTICLE 9 – PRIOR NOTICE OF CERTAIN CHANGES..... 9
ARTICLE 10 – PROMOTIONAL OPPORTUNITIES..... 9
ARTICLE 11 – SHIFT EXCHANGES/SUBSTITUTIONS..... 10
ARTICLE 12 – SALARIES..... 10
ARTICLE 13 – INSURANCE..... 12
ARTICLE 14 – HOLIDAYS..... 12
ARTICLE 15 – VACATION LEAVE..... 13
ARTICLE 16 – SICK LEAVE..... 14
ARTICLE 17 – BEREAVEMENT LEAVE..... 15
ARTICLE 18 – JURY DUTY 16
ARTICLE 19 – WITNESS SERVICE..... 16
ARTICLE 20 – PRESERVATION OF BENEFITS DURING LEAVE OF ABSENCE... 17
ARTICLE 21 – RETIREMENT..... 17
ARTICLE 22 – WORK SCHEDULE 18
ARTICLE 23 – POLITICAL ACTIVITY..... 20
ARTICLE 24 – GRIEVANCE AND ARBITRATION PROCEDURE..... 20
ARTICLE 25 – REVIEW OF DISCIPLINARY ACTION..... 23
ARTICLE 26 – APPENDICES AND AMENDMENTS..... 24
ARTICLE 27 – PAYROLL DEDUCTIONS 24
ARTICLE 28 – BULLETIN BOARD..... 25
ARTICLE 29 – DURATION 26

ARTICLE 1

MANAGEMENT RIGHTS

Reservation of Rights. The Town exclusively reserves and retains all rights, powers, prerogatives and authority customarily exercised by management and held or exercised by the Town prior to the certification of the PBA, except as limited by law or expressly modified by this agreement.

The Town shall have the exclusive right and authority to determine and predetermine and direct the policies, mode and methods of performing all its work of any sort, without any interference in the management or conduct of the Town's operations on the part of the PBA or any of its representatives. Except as expressly limited by this agreement, the Town shall have the exclusive right to take any action it deems necessary or appropriate in the management and operation of its police department and in the direction of its workforce therein. The rights exclusively reserved to the Town shall include, but are not limited to, the right to determine the qualifications for and to select its employees; to make, enforce, and change all rules, policies and procedures relating to and governing the work, conduct and safety of unit employees; to determine the size and composition of its work force; to determine work schedules and all methods of work and operation; to assign overtime work; to select persons to perform such overtime work; to determine the number and types of equipment, processes, materials, products and supplies to be used, operated or distributed; to hire, retire, promote, demote, evaluate, compensate, transfer, assign, direct, lay off, recall, reprimand, suspend, discharge and otherwise discipline all unit employees; to maintain efficiency of employees; 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; to determine the amounts and types of work to be performed by employees; to engage in experimental and developmental projects using unit employees; to determine whether and to what extent the work required in its operations shall be performed by employees covered by this agreement; to use managerial, supervisory or other non-unit employees to perform work performed by employees of the unit; to determine all assignments of work; to schedule the hours and days to be worked by employees on each job and each shift; to permanently or temporarily discontinue, or to transfer or assign all or any part of its facilities, functions, services, production or other operations; to open new facilities and transfer its operations or any part thereof to such new facilities; to transfer or assign employees to new facilities; to subcontract all or any part of its functions, operations or work; to expand, reduce, alter, combine, transfer, assign, cease or create any job, job classification, department or operation; to control, regulate or discontinue the use of supplies, equipment, vehicles and other property owned, used, possessed or leased by it; to introduce new, different or improved methods, means, processes, maintenance, service and operations; and to have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

ARTICLE 2

HUMAN RIGHTS

The parties agree that the race, color, sex, national origin, age, handicap, religion or marital status of one or more unit employees shall not be a basis for the application of this agreement.

ARTICLE 3

RECOGNITION

The town recognizes the PBA as the bargaining agent for the following bargaining unit of the Town's employees employed in the Town of Indialantic Police Department.

INCLUDED: All full-time dispatchers including senior communications officers and sworn law enforcement officers in the classifications of patrol officer, corporal, and detective.

EXCLUDED: Chief of Police, Lieutenant, Sergeant, temporary employees, and all other employees of the Town of Indialantic.

ARTICLE 4

VOTING

The Town agrees to allow each employee who is a registered voter and is scheduled to work from 7:00 a.m. to 7:00 p.m. on the day of a general election reasonable time off with pay to vote. Voting time will be scheduled in the discretion of the Police Chief or Acting Chief in such a fashion as to not interfere with normal work. The location of the Employee's precinct and the Employee's work schedule shall be considered in scheduling time off.

ARTICLE 5

CONFLICTING PROVISIONS

If any article of this agreement or any portion of any article is ruled to be illegal or otherwise invalid, either as to language or application, by any court or other tribunal having jurisdiction of the parties and this agreement, such ruling shall not invalidate the remaining articles and portions of articles of this agreement.

ARTICLE 6

EDUCATIONAL ASSISTANCE

The Town agrees to establish a tuition refund program for employees in an effort to encourage the upgrading of the educational level of its law enforcement personnel.

The conditions and requirements of the program are the following:

1. The employee, with prior approval of the Police Chief, must be registered in a course related to the law enforcement field and advancing toward a law enforcement or law enforcement-related degree, including A.A., A.S., B.A., or B.S. at an accredited institution.
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 up to two years from the date of course completion. Upon voluntary termination of employment by an employee, he shall reimburse the Town for: (1) all tuition fees paid by the Town during the last year of his employment; (2) one-half of all tuition paid by the Town during the period between twelve (12) months and twenty-four (24) months prior to his termination.
 - (c) Submit appropriate documentation to the Police 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.
3. Tuition reimbursement shall be for the 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 will receive full reimbursement; a grade of "B" will receive 75% reimbursement; a grade of "C" will receive 50% reimbursement.
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 Police Chief will make that determination. The Town will reimburse for textbooks 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 Chief of Police.

ARTICLE 7

UNIFORMS AND EQUIPMENT

Issued Equipment

All employees required to wear uniforms shall receive the following items at no cost:

Police Officers

1. Four short sleeve shirts
2. One long sleeve shirt
3. Four uniform trousers (any required trouser length adjustments to be funded by the Town)
4. One set of collar brass (gold colored for command and detective)
5. One name plate with years of service (gold colored for command and detective)
6. One uniform chest badge (gold colored for command and detective)
7. One whistle and chain (gold colored for command and detective)
8. One multi-purpose coat
9. One rain coat
10. Shoe/boot/equipment allowance of \$160 per fiscal year and reimbursement as authorized by the Police Chief. Request are to be submitted no later than the first of July.
11. One set handcuffs
12. One gas mask
13. One portable radio with case
14. One shoulder mic
15. One flashlight with charger
16. One I.D. card
17. Service medals as earned
18. One baseball cap
19. One approved baton with holder
20. One tie
21. One riot helmet
22. One bullet resistant vest
23. Ear protection for firearm qualifications
24. Chemical Agents
25. Electronic Control Device (ECD)
26. Ammunition
27. An Officer certified as a Field Training Officer (FTO) and designated as an active FTO by the Police Chief and/or an officer appointed as Detective or Corporal shall have appropriate designation on his/her uniform

Dispatchers

1. Four short sleeve polo shirts with "Town of Indialantic" and job title
2. Two pair black trousers (any required trouser length adjustments to be funded by the Town)

All such items shall be and remain the property of the Town. All such items shall be kept clean and neat at the expense of the user/employee.

All other equipment shall be paid for by the Employee.

Any Town-issued equipment or uniform component which is worn out, torn or damaged while the Employee is acting within the scope of his employment shall be replaced by the Town at no expense to the Employee after inspection by the Police Chief or designee and a determination that the damage is not the result of the Employee's negligence.

Any approved personal equipment of police officers lost or damaged in the line of duty and not as a result of the Employee's negligence shall be reimbursed by the Town to the amount of actual replacement cost, but not to exceed the amount indicated.

"Approved personal equipment" is only as follows:

1. prescription eye wear
2. watch (not to exceed \$100)
3. weapon
4. leather or nylon accessories
5. shoes (not to exceed \$100)
6. non-prescription sunglasses (not to exceed \$100)
7. handcuff case*
8. duty belt*
9. holster*

Note: *Initially purchased by Employee—replacement will be at Town expense. The detective(s) shall be compensated an additional \$100.00 per month for clothing allowance.

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

ARTICLE 8

SAFETY AND HEALTH

A. The Town will make every reasonable effort to provide and maintain safe working conditions. To this end, the PBA will cooperate and encourage the employees to work in a safe manner. Also, the Police Chief and Town Manager will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee. 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 recommendation.

B. Each patrol car shall, as part of its normal safety equipment, have a first aid kit, a CPR mouthpiece, an operable fire extinguisher, a blanket, flares, CPR masks and gloves. Each employee shall, upon coming onto duty, check the said safety equipment and immediately notify the supervisor on duty if any of the above-stated items are missing or incomplete. The Town shall replace any missing or incomplete safety equipment as set forth above within a reasonable time period. The absence of any part of the said safety equipment shall not be grounds for the refusal of any employee to drive the vehicle in question when ordered to do so.

ARTICLE 9

PRIOR NOTICE OF CERTAIN CHANGES

The Town will, in its sole discretion, give the affected employee as much prior notice as is practicable under the circumstances of a transfer, new assignment, or shift change of such employee.

ARTICLE 10

PROMOTIONAL OPPORTUNITIES

It is the policy of the Town to consider its own employees for promotional opportunities in employment prior to considering outside applicants.

Nothing in this agreement shall prohibit the Town from hiring an outside applicant for any position, if, in the sole discretion of the hiring authority, no employee applicant possesses the necessary qualifications, credentials, skills, and experience for the position. All selection decisions made under this article shall be made at the sole discretion of management.

ARTICLE 11

SHIFT EXCHANGES/SUBSTITUTIONS

The Town may allow, upon application to the Police Chief or Acting Chief, shift exchanges or substitutions, provided:

1. An employee volunteers for each shift exchange or substitution;
2. Such employee is both qualified to perform the assigned duties and is sufficiently rested from his most recent work;
3. The shift exchange or substitution is requested in writing sufficiently in advance so as to not work a hardship on or cause undue inconvenience to the Town or any affected employee or employees; and
4. The shift exchange occurs within the same pay period.

It is understood that the Town, through the Police Chief, has sole discretion in each case to determine whether to grant or deny any shift exchange or substitution under this Article. No reasonable request shall be denied.

ARTICLE 12

SALARIES

The Town will pay base compensation consisting of salaries within and in accordance with the following minimum/maximum pay ranges effective October 12020, upon ratification:

	Minimum Salary	Maximum Salary
Police Officer/Detective(s)	\$40,000	\$59,591
Communications Officers		
* non-certified	\$31,448	\$46,897
* certified	\$31,997	\$47,446
Sr. Communications Officer	\$33,537	\$49,893

Each employee is eligible each fiscal year for a merit increase. Such increase will be based on work performance, including but not limited to as shown by the annual performance evaluation and weapons qualification. Such merit increases may range from zero (0) to three (3) percent of the salary being paid at the time of such increase. In the fiscal FY-21 (October 1, 2020 to September 30, 2021) any earned merit increase will be prorated 1.5% of the awarded merit as per the current evaluation system.

Each employee will receive a cost-of-living adjustment in the same amount as provided for non-bargaining unit employees provided the Town provides a cost-of-living adjustment for non-bargaining unit employees. For FY-22 and FY-23 providing a cost-of-living adjustment will be considered in the applicable preceding August when both parties

meet to negotiate this item. 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 or cost-of-living increase shall receive the merit increase, if any, and the cost-of-living increase in a lump sum payment. If any such increase causes base compensation to exceed the maximum, the remainder of the increase shall be paid in a lump sum payment.

Employees assigned in writing to train newly hired police officers or communications officers will receive two (2) dollars additional compensation for each hour spent training such new hire for the duration of the written agreement.

Dispatchers (i.e. Communications Officers) shall receive a shift differential at the rate of seventy-five cents (\$.75) per hour for hours worked from 9:00 pm to 7:00 am, provided that probationary employees will not be eligible for this during training.

Police Officers shall receive a shift differential at the rate of seventy-five cents (\$.75) per hour for hours worked from 9:00 pm to 7:00 am, provided that probationary employees will not be eligible for this during training.

Police Officers permanently assigned by the Town Manager to function in a Corporal or Detective designation will receive compensation at the rate of fifty dollars (\$50) per month in addition to their regular salary. Any officer serving in the Corporal and Detective designations will receive compensation for both.

Dispatchers will receive compensation in the amount of forty dollars per month for having a Bachelor's degree or twenty dollars per month for having an Associate's degree. Dispatchers, regardless of the number of Bachelor or Associate degrees attained, will be eligible for compensation for only one degree. Degrees shall be from an accredited facility as determined by the Town.

At the approval of the Town Manager and Police Chief, any employee hired into the bargaining unit, starting salary maybe increased for experience. The experience as example previous communications officer for communications officer position or sworn police officer position for sworn police officer position. Someone with five years' experience starting salary may be increased by \$1,000, eight years' experience an additional \$1,000 and ten years or greater experience an additional \$1,000 not to exceed a total of \$3,000. Anyone hired in the last twelve months at the time of this contract would be eligible.

ARTICLE 13

INSURANCE

The Town will make available health 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.

The dependent health coverage will be optional to all eligible employees. The town shall pay a portion of the premium for such dependent coverage which exists as of September 30, 1996 as it does for all 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.

The Town shall have the right to agree to or 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, such 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.

* Note: "Health insurance" as used herein includes any "managed care" plan, health maintenance organization (HMO), or other arrangement for or provider of health care. The entire benefit provided in this article is referred to herein as "the program".

ARTICLE 14

HOLIDAYS

The Town, during the term of this agreement, shall recognize, with respect to unit personnel, the following holidays:

1. New Year's Day (January 1)
2. Floating Holiday
3. Memorial Day (last Monday in May)
4. Independence Day (July 4)

5. Labor Day (first Monday in September)
6. Veteran's Day (November 11)
7. Thanksgiving Day
8. Friday after Thanksgiving
9. Christmas Eve
10. Christmas Day

Any additional holiday recognized as to all other Town employees shall also be observed hereunder, (so long as such additional holiday continues to be so recognized).

Nothing herein shall be interpreted as meaning that the recognition by the Town of the foregoing holidays can interrupt or interfere with the normal scheduling and working of shifts. Unit personnel will be compensated at straight time for the above noted holidays. In addition, unit personnel who work the following holidays: Memorial Day (last Monday in May), Labor Day (first Monday in September), and Veteran's Day (November 11), will be compensated at straight time for hours worked. Unit personnel (other than probationary employees during training) who work the following holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day will be compensated at time and one-half for hours worked.

An employee's request to use a floating holiday must be approved at least three working days prior to the desired time off. If the employee has not used the floating holiday within the calendar year, the floating holiday shall be considered lost and forfeited. During the initial six months of employment an employee is not entitled to a floating holiday.

In order to receive holiday compensation, an employee must have worked his preceding scheduled shift, unless excused by reason of illness, vacation or other excuse granted by his immediate supervisor.

ARTICLE 15

VACATION LEAVE

All full-time unit employees shall earn vacation leave. Temporary and part-time employees, if any, shall not be eligible for vacation leave. Employees are eligible to use accrued vacation leave after six (6) months from date of hire. Vacation is provided at the following annual rates:

Length of Service	Vacation Hours
Up to 36 months	80
37 to 60 months	96
61 to 120 months	120
121 months of and thereafter	160.08

The maximum number of vacation hours which can be accumulated by any employee at the end of any fiscal year is two hundred and forty (240) 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. An employee who has been unable to take earned vacation time off for which he has made a prior written request solely because the Town has denied the request for other than mission requirements shall be paid at his base hourly rate for sufficient hours to avoid such forfeiture. Accrued vacation time in excess of an annual accrual may be sold back to the Town if approved by the Town Manager.

Vacation leave shall not be authorized prior to the time it is earned and credited to the employee. On reasonable notice, the Town may require an employee to use any part of his accrued vacation leave for vacation purposes. 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 layoff or termination from the employment of the Town, except that an employee who resigns must give two weeks' written notice of resignation prior to his last day of work in order to receive such payment and will forfeit such payment by failure to meet this condition. In the event of death of an employee with earned but unused vacation leave, payment for such earned leave shall be made at straight time to the employee's beneficiary, personal representative or estate or as provided by the intestate succession laws of Florida.

ARTICLE 16

SICK LEAVE

The Town, during the term of this agreement, shall grant to unit employees sick leave as described below, on the terms and conditions as below set forth.

Sick leave shall be granted to and shall be earned only by full-time employees. Personnel hired on or before the 15th of the month shall accumulate sick leave benefits from the 1st of the month. Personnel hired after the 15th of the month shall not accrue sick leave benefits until the 1st 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 8 hours per month. There is no limit on the amount of sick leave employees may accrue.

An employee who is unable to work due to illness shall notify his on duty immediate supervisor as early as possible prior to his 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 not hospitalized who fails to

notify the on duty immediate supervisor, as above required, within three 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 Department Head or his 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. The request shall be made during the period of time off due to illness.

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

ARTICLE 17

BEREAVEMENT LEAVE

When death occurs in the immediate family of an employee, that employee shall be granted up to five (5) days absence from normally scheduled duty without loss of pay or benefits.

If the employee is on vacation at the time of such death, up to five (5) days of vacation may be restored.

Immediate family for purposes of this article shall be defined as: father, mother, spouse, children, father-in-law, mother-in-law, brother, sister, son-in-law, daughter-in-law, employees and spouse's grandparents, and members of the immediate family domiciled in the household of the employee. Upon request by the Town the employee shall furnish proof of death in order to receive pay for bereavement leave.

ARTICLE 18
JURY DUTY

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

This article 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, in its 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 being paid by the Town for the time taken off for jury service under the foregoing language of this article.

ARTICLE 19
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 employees' regularly scheduled shift.

A unit employee called under subpoena from non-duty status shall receive pay as above, or two hours at the hourly rate established by the base salary, 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 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 20

**PRESERVATION OF BENEFITS DURING LEAVE
OF ABSENCE**

In the event the Town grants an employee a leave of absence, (which in all cases is at the sole discretion of the Town), the compensation and benefits of such employee will be preserved to the extent provided below.

1. If the employee returns to employment from the leave of absence within the time agreed, his base compensation upon reinstatement will not be less than the last base compensation received before taking leave.

2. If and only if allowed by the insurance carrier or carriers and/or health maintenance organization, and subject to all provisions of the article in this agreement on employee health insurance, an employee on leave may, at his own sole expense, continue health, medical and hospitalization insurance during the period of time he is on leave. The Town shall have no legal liability, no responsibility under this agreement, and no other responsibility for any failure or refusal on the part of any insurance carrier,

HMO, other health care plan or provider, or any of their agents, representatives or employees for any failure or lapse of coverage of any type which may occur during any such leave, regardless of any damage caused to the affected employee and/or other beneficiaries.

3. To the extent possible under any applicable retirement plan, an agreed leave of absence will not affect continuous service under such plan, provided the employee timely makes any and all required or necessary contributions. The Town shall not be required to make contributions during any such period. The covenant made by the Town in this subsection shall be strictly subject to, governed by and contingent on the provisions of any applicable retirement plan.

ARTICLE 21

RETIREMENT

The parties agree that the retirement trust fund for police officers established in Town of Indialantic Ordinance 89-15 and amended by Ordinance from time to time shall continue as the retirement plan for all police officers in the unit. The said retirement plan shall be subject to and governed by all provisions of the said ordinances and all applicable provisions of law.

It is agreed that the Town may, at its sole discretion, consider and take into account all state contributions (including any special distributions) in determining its annual

funding requirement to the program. All premium tax revenues up to \$88,282 will be used to reduce Town contributions.

ARTICLE 22

WORK SCHEDULE

Work Shift and Work Period

- A. Eight (8) or ten (10) hours shall constitute a normal shift. The work period as set forth in Section 7(k) of the Fair Labor Standards Act is fourteen (14) consecutive days.
- B. All employees are required to be present at and on their assigned jobs for the total hours in the work shift unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded and charged.
- C. Employees shall be given twenty-four (24) hours' notice of any change in the regular hours of work whenever possible. Except in case of emergency situations, the Department will avoid scheduling an employee to work continuous (back-to-back) shifts.

Pay Period

The pay period shall be 14 consecutive days, beginning at 12:01 a.m. every other Wednesday.

Extra Duty Assignments

Employees may be required to work extra duty in addition to regularly scheduled hours. Conditions that warrant utilization of extra duty assignments shall include, but are not limited to, emergency call back and short manning.

Overtime and Overtime Compensation

- A. Overtime hours and overtime compensation shall be defined and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor regulations existing from time to time thereunder insofar as applicable. The Town will treat unit employees under Section 7(k) of the Fair Labor Standards Act. The threshold for overtime compensation under the Fair Labor Standards Act shall be 80 hours per work period. Employees who work in excess of 80 hours per work period shall receive one and one-half times the regular rate of pay for all hours worked in excess of 80 hours in the work period.

- B. Only time actually worked shall constitute hours worked for Fair Labor Standards Act purposes except that approved vacation hours taken and paid shall be considered hours worked for the purposes of computing overtime compensation.
- C. All hours worked by employees, and all straight time compensation and overtime compensation will be recorded, calculated and paid on the basis of actual hours worked in pay periods and work periods, except as above provided. All record keeping shall be in accordance with the requirements of the Fair Labor Standards Act and the above-referenced regulations. The manner of record keeping shall be at the Town's discretion.
- D. Utilization of overtime, assignment of overtime and selection of personnel to work overtime shall be for both scheduled and non-scheduled work, and shall be done at the discretion of management. Overtime will be distributed as fairly as is practical, however in the case of dispatchers, management reserves the right to utilize part-time personnel to cover the work schedule.
- E. Non-exempt employees entitled to receive statutory overtime compensation may receive, in lieu of such compensation in money, compensatory time off at a rate of one and one half hours for each hour of work for which overtime compensation is due. In order for the foregoing mode of payment to be applicable, the affected employee or employees must have agreed to receive compensatory time off in lieu of cash before their performance of the overtime work. No more than sixty (60) hours of compensatory time may be accrued for this purpose. Employees having a compensatory time balance may use such time within a reasonable time after requesting it, provided such use does not unduly disrupt departmental procedures.
 - (1) Employees having a compensatory time balance at the time of termination, whether voluntary or involuntary, shall receive payment for such hours at the last base hourly rate applicable to such employee. Paid hours for such things as holidays or sick time shall not count as hours worked in calculation of compensatory time off.

Callouts

Occasionally, employees may be contacted at home and required to respond to the agency to fill a vacancy due to illness or unexpected event.

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 required by official duties), while on duty in uniform, or otherwise acting within the scope of employment. At all other times, there shall be no prohibition against peaceful political activity.

ARTICLE 24

GRIEVANCE AND ARBITRATION PROCEDURE

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 PBA. 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 PBA shall present in writing the grievance to the aggrieved employee's immediate supervisor within fourteen (14) calendar days of the aggrieved employee's or PBA's knowledge of the occurrence of the action giving rise to the grievance. The immediate supervisor 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. The failure of the aggrieved employee or the PBA to make the grievance known in writing to the immediate supervisor 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 the act which is the subject of the grievance.

Step 2: If the grievance is not resolved with finality at the first step, the aggrieved employee or PBA, within fourteen (14) calendar days following receipt of the answer in the first step, may forward it to the Police Chief. The Police Chief shall, within fourteen (14) calendar days of receipt of the written grievance, conduct a meeting with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a PBA representative. The Police Chief shall notify the aggrieved employee in writing of the decision not later than fourteen (14) calendar days following the meeting date.

Step 3: If the grievance is not fully and conclusively resolved at the second step, the grievant or PBA, within seven (7) calendar days of receipt of the answer provided in Step 2, may forward the written grievance to the Town Manager. The Town Manager may, but need not, hold a meeting with the grievant or PBA regarding the grievance. The Town shall notify the grievant and the PBA 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 PBA, within fourteen (14) calendar days after the Town Manager's decision in Step 3, 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 PBA with respect to the arbitrable issues. 20

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 or the Public Employees Relations Commission. The PBA 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 PBA will alternate in the right to first strike arbitrators.

As promptly as possible after the arbitrator has been selected, he 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 PBA 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, 2 and 3 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 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 PBA 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 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 act 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 Step 3 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 PBA to proceed to the next step, and failure on the part of the aggrieved employee or PBA 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 PBA and the Town Manager.

- D. All grievances shall be dated and signed by the aggrieved employee or PBA 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 PBA claims that a grievance affects the entire unit, it may describe the unit generally.
- H. In all cases requiring the aggrieved employee or the PBA 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 that 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 PBA representative at any meeting held at Steps 1, 2 or 3 of this procedure. In cases where a grievance has been presented by an employee without the participation of the PBA, the Town and the aggrieved employee shall be obligated to give the PBA reasonable prior notice of any and all meetings or other proceedings involving the grievance, other than informal discussion between the aggrieved employee and his immediate supervisor.

ARTICLE 25

REVIEW OF DISCIPLINARY ACTION

The parties agree that non-probationary unit members may invoke Sections 10 or 11 of the Town's Personnel/Civil Service Manual, April 2018 as revised by Ordinance from time to time ("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 the 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 three steps of Article 24 will be observed instead of those in the three steps of Section 10. Any affected employee may have representation of his or 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. The Town shall have the right to decline to receive and process any purported grievance under this Agreement involving discipline other than as above agreed.

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

APPENDICES AND AMENDMENTS

Appendices and/or amendments of this agreement, if any, shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this agreement.

ARTICLE 27

PAYROLL DEDUCTIONS

Upon receipt of a lawfully executed written authorization form from an Employee, the Town agrees to deduct the regular PBA dues of such Employee from his regularly disbursed pay and remit such deductions to the duly elected treasurer of the PBA.

Any Employee may revoke his authorization for dues deductions and shall submit such revocation in writing to the Town with a copy to the PBA.

No deduction shall be made from the pay of any 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 PBA 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 clerical or accounting errors caused by negligence), 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 28

BULLETIN BOARD

- A. The Town shall furnish the PBA with bulletin board space at the police station in a conspicuous place for posting of the following types of notices:
 - 1. Recreational and social affairs for the PBA,
 - 2. PBA elections,
 - 3. Reports of the PBA,
 - 4. PBA meeting notices.
- B. Notices and announcements shall be mutually agreed upon by the Police Chief, or his designee, and the PBA representative prior to posting.
- C. It is intended, for purposes of interpretation, that the bulletin board provided shall be used primarily for Employee information and internal communications, and not for the basic purpose of communicating with the general public.
- D. This bulletin board shall not exceed 24 inches by 48 inches.
- E. Any material not agreed upon in advance by both parties can be removed by either party.

ARTICLE 29

DURATION

This Agreement shall take effect in accordance with Section 447.309, Florida Statutes, on October 1, 2020, provided both parties have ratified the agreement by that date, and shall terminate on September 30, 2023. If either party wishes to bargain collectively before September 30, 2023 for a new agreement, that party must give written notice to the others to that effect which must be received by July 31, 2023.

Executed _____, 2020 TOWN OF INDIALANTIC

ATTEST: _____
Rebekah Raddon, CMC
Town Clerk

Michael L. Casey
Town Manager

Executed _____, 2020

COASTAL FLORIDA POLICE
BENEVOLENT ASSOCIATION

By: _____

TOWN OF INDIALANTIC

Ratified this ____ day of _____, 2020

ATTEST: _____
Rebekah Raddon, CMC
Town Clerk

By: _____
Dave Berkman, Mayor

Ratified this ____ day of _____,
2020

COASTAL FLORIDA POLICE
BENEVOLENT ASSOCIATION

By: _____

SUBJECT: Rehabilitation and Improvement of Town Stormwater Management System B-4 Palm Court to Ramona Ave.

Staff Report – Town of Indialantic Meeting Date: October 7, 2020

Summary:

Council is being requested to award Rehabilitation and Improvement of Town Stormwater Management System B-4 Palm Court to Ramona Ave.

- Florida Site Contracting \$22,890.00
- Johnson Davis, Inc. \$58,570.00
- DLC Inc. \$87,697.00

All bids have been reviewed by BSE and the lowest bidder met all requirements.

Recommendation: Award Rehabilitation and Improvement of Town Stormwater Management B-4 Palm Court to Ramona Ave. to low bidder Florida Site Contracting in the amount of \$22,890.00.

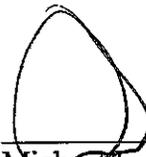
MOTION: Award Rehabilitation and Improvement of Town Stormwater Management System B-4 Palm Court to Ramona Ave. to low bidder Florida Site Contracting in the amount of \$22,890.00

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

SUBJECT: Rehabilitation and Improvement of Town Stormwater Management System B-4 Melbourne Ave. Repairs

Staff Report – Town of Indialantic

Meeting Date: October 7, 2020

Summary:

Council is being requested to award Rehabilitation and Improvement of Town Stormwater Management System B-4 Melbourne Ave. Repairs

- | | |
|----------------------------|--------------|
| ➤ Florida Site Contracting | \$85,014.00 |
| ➤ Johnson Davis, Inc. | \$106,064.00 |
| ➤ Jobear Contracting | \$130,321.52 |
| ➤ DLC Inc. | \$174,457.00 |

All bids have been reviewed by BSE and the lowest bidder met all requirements.

Recommendation: Award Rehabilitation and Improvement of Town Stormwater Management System B-4 Melbourne Ave. Repairs to low bidder Florida Site Contracting in the amount of \$85,014.00.

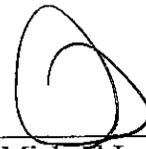
MOTION: Award Rehabilitation and Improvement of Town Stormwater Management System B-4 Melbourne Ave. Repairs to low bidder Florida Site Contracting in the amount of \$85,014.00.

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

SUBJECT: Rehabilitation and Improvement of Town Stormwater Management System B-3 Orlando Blvd., Riverside Dr. To Magnolia Dr.

Staff Report – Town of Indialantic Meeting Date: October 7, 2020

Summary:

Council is being requested to award Rehabilitation and Improvement of Town Stormwater Management System B-3 Orlando Blvd., Riverside Dr. to Magnolia Dr.

- | | |
|----------------------------|-------------|
| ➤ Florida Site Contracting | \$36,544.00 |
| ➤ Johnson Davis, Inc. | \$63,000.00 |
| ➤ Jobear Contracting | \$71,488.75 |
| ➤ DLC Inc. | \$85,410.00 |

All bids have been reviewed by BSE and the lowest bidder met all requirements.

Recommendation: Award Rehabilitation and Improvement of Town Stormwater Management System B-3 Orlando Blvd., Riverside Dr. to Magnolia Dr. to low bidder Florida Site Contracting in the amount of \$36,544.00.

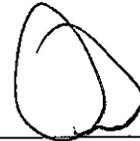
MOTION: Award Rehabilitation and Improvement of Town Stormwater Management System B-3 Orlando Blvd., Riverside Dr. to Magnolia Dr. to low bidder Florida Site Contracting in the amount of \$36,544.00.

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

SUBJECT: Park Hours - Resolution 19-2020

Staff Report – Town of Indialantic Meeting Date: October 7, 2020

Summary:

Town Council expressed a desire to change park hours in Ernest Kouwen-Hoven Riverside Park to be consistent with Douglas Park which is open from 5:00 a.m. to 10:00 p.m. Ordinance 2020-14, pending adoption on second reading on this agenda, amends the code to allow park hours to be adjusted by resolution. Resolution 19-2020 updates the Ernest Kouwen-Hoven Riverside Park hours to 5:00 a.m. – 10:00 p.m. to match Douglas Park.

Recommendation:

Approve Resolution 19-2020

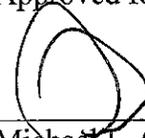
<p>MOTION: Approve Resolution 19-2020</p>

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72

(c) Except as otherwise provided by Section 5-2 of the town code, the following park shall remain open to the public from 6:00 am until 1:30 am: Nance Park, and Indialantic Ocean Beach Park (which runs from Nance Park to the southern boundary of Lot 20, Block 38, Indialantic by-the-Sea, Plat Book 3, Page 35, Public Records of Brevard County, Florida).

SECTION 3. Severability Clause. In the event that any term, provision, clause, sentence or section of this Resolution shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Resolution, and this Resolution shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did not exist.

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

PASSED by the Town Council of the Town of Indialantic on the 7th day of October, 2020.

TOWN OF INDIALANTIC, FLORIDA,
A Florida Municipal Corporation

David Berkman
Mayor

ATTEST: _____
Rebekah Raddon, CMC
Town Clerk

SUBJECT: Holiday Decorations

Staff Report – Town of Indialantic Meeting Date: October 7, 2020

Summary:

As of last year FPL requires us to have a pole attachment agreement with them for any FPL owned poles which holiday decorations are attached. FPL allows us to attach illuminated holiday decorations with an additional billing agreement based on a formula of how much power is being used and for the town to be billed for this year. The Town must further purchase an insurance policy to cover pole attachment as we did last year, with an approximate cost of \$750.

Recommendation:

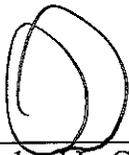
Discussion on how council wishes to proceed with the pole attachment agreement and lighting agreement.

MOTION:

Submitted by:

Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

STREET LIGHT POLE ATTACHMENT AGREEMENT FOR HOLIDAY DECORATIONS ONLY

THIS AGREEMENT is made this _____ day of _____, 20____, between _____, a _____ of the State of Florida, (hereinafter referred to as "Attachee") and Florida Power & Light Company (FPL), a Florida Corporation.

WITNESSETH:

WHEREAS the Attachee has requested permission from FPL to attach holiday decorations to certain street light poles owned by FPL, which both parties understand to only apply to an FPL-owned pole with only street lights on it with no other electric equipment of any kind or type on it (hereinafter "street light poles"); and

WHEREAS FPL is willing to allow the temporary attachment of holiday decorations to certain FPL-owned street light poles under certain terms and conditions;

NOW THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, FPL and the Attachee agree as follows:

I. GRANT OF PERMISSION AND DURATION OF ATTACHMENT

- 1.01. FPL hereby grants permission to the Attachee to attach, at the sole expense to the Attachee and at no expense to FPL, holiday decorations consisting of _____ to approximately _____ (number) FPL street light poles which are located _____.
- 1.02. The Attachee shall attach such decorations in a manner satisfactory to FPL and provide FPL with the opportunity to inspect and approve the attachment before it is installed. The attachment shall in no manner effect the proper operation of the street lights or effect the ability of the street lights to illuminate the area they were intended to illuminate.
- 1.03. The Attachee shall make such attachments no earlier than November _____, 20____ and shall remove all such attachments no later than January _____, 20____.
- 1.04. The Attachee shall exercise all precautions during the attachment and agrees to warn its employees, agents, contractors, and invitees of the fact that the poles on which the decorations are to be attached contain high voltage electric wires and to inform such persons as to all necessary safety and precautionary measures as set forth in the National Electrical Safety Code and any other safety code which applies to such work, including use of PPE (personal protective equipment) which he or she must follow and use when working on or near the FPL street light poles.

II. FPL DISCLAIMERS AND RESERVATION OF RIGHTS

- 2.01. The Attachee agrees that FPL shall have no liability for any damage to property or injury to persons or death arising out of or in any way caused by or arising out of the Attachee's use of FPL's street light poles pursuant to this Agreement.
- 2.02. FPL reserves the right to remove any decoration and/or fastening devices (and shall not be responsible for any damages to same) should FPL, in its sole judgment, determine that removal is necessary due to operating facility maintenance requirements. FPL shall have no obligation to re-install any decoration and/or fastening devices should removal be required.
- 2.03. FPL reserves the right to change or modify its existing facilities on any applicable FPL street light poles at any time during the term of this Agreement. If such changes or modifications render the poles unsuitable for use by the Attachee due to facilities requirements, FPL may remove or require removal of any decoration and/or fastening devices.

III. INDEMNITY AND INSURANCE

- 3.01. The Attachee agrees to defend, indemnify and hold harmless FPL from any and all claims, liabilities, causes of action, attorneys' fees and costs, whatsoever resulting from or in connection with the Attachee's use of FPL's utility poles pursuant to this Agreement. Nothing contained herein is intended nor shall be construed to waive Attachee's rights and immunities pursuant to Section 768.28, Florida Statutes.

- 3.02. The Attachee agrees that it maintains a self-insurance fund which provides for liability coverage and is a qualified Self-Insurer as required by Florida Statutes. The Attachee warrants that such insurance is now and will be continuously in effect and shall provide proof of same to FPL upon request.
- 3.03. The Attachee shall furnish to FPL a certificate of self-insurance listing the required coverages within ten (10) working days of the execution of this Agreement by both parties.
- 3.04. The Attachee shall provide Worker's Compensation insurance in accordance with the laws of the State of Florida. The Attachee agrees to be responsible for the employment, control, and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- 3.05. If the Attachee hires a contractor for the installation and removal of decorations and/or fastening devices, the Attachee shall require its contractor to provide a broad form contractual indemnity covering FPL and general liability insurance, including broad form contractual liability coverage, with minimum limits of one million dollars (\$1,000,000) combined single limit per occurrence for Bodily Injury and Property Damage Liability, which shall insure required indemnity obligation. The Attachee shall require that contractor's policies be endorsed to be primary to any insurance maintained by or on behalf of FPL. The Attachee shall also require contractor to designate both Attachee and FPL as an additional named insured.

IV. TERMINATION FOR CONVENIENCE.

- 4.01. Either party may terminate this Agreement for its convenience at any time upon ten (10) calendar days' prior written notice to the other, without liability, penalty or obligation.

V. NOTICES AND CORRESPONDENCE.

- 5.01. All notice pertaining to or affecting the provisions of this Agreement shall be in writing and either delivered in person or via the United States mail, postage prepaid, addressed, or facsimile as follows:

As to FPL: Florida Power & Light Company

As to Attachee: _____

IN WITNESS WHEREOF, the Parties have caused these presents to be duly executed the day and year first above written.

FLORIDA POWER & LIGHT COMPANY

By: _____
 Print Name: _____
 Title: _____

ATTACHEE

By: _____
 Print Name: _____
 Title: _____
 Attest: _____ (Seal)



HOLIDAY LIGHTING

Required Billing Information

During the holiday season, some governmental customers install illuminated decorations on FPL's poles and tap into the streetlight circuit. In most cases, these customers use unmetered *customer owned* electrical outlets that were installed a number of years ago. Unmetered electrical outlet installations are no longer allowed to be newly installed on FPL poles. (Existing installations are not allowed to be replaced if failed.) Billing for holiday lighting is calculated based on the information provided annually by the customer. Upon receipt of the information, FPL Lighting Support Services will calculate and render a bill.

Please keep in mind; this is for unmetered energy used specifically for holiday lighting. If holiday lighting or illuminated decorations are energized with a metered service, it should not be included with this report.

Please provide the following information no later than October 31st, 2020. Please scan and attach this completed document to an email and return to Alain.Urbano@fpl.com.

CUSTOMER NAME: _____

MAILING ADDRESS: _____

Lamp Wattages	Number of Lamps	Burn Hours/Day

Date lights were connected: ___ / ___ / ___

Date lights were disconnected: ___ / ___ / ___

Customer Approval Signature: _____ Date: ___ / ___ / ___

Customer Approval Name (Print) _____

SUBJECT: 2020 Holiday Tree Lighting

Staff Report – Town of Indialantic

Meeting Date: October 7, 2020

Summary:

Discussion on Holiday Tree Lighting which is scheduled for December 3, 2020 in Nance Park. The purpose of the discussion is get direction of Council because of COVID-19 and the current CDC guidelines.

Recommendation:

MOTION:

Submitted by:

Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

TOWN MANAGER'S REPORT

Agenda item F. 1

Note: Police, Fire, and Building Dept reports are pending and will be sent under separate cover

October 7, 2020

1. Intergovernmental Activity:

- a. **US-192/SR-500 Resurfacing:** FDOT is proposing to resurface US-192/SR-500 (aka Fifth Avenue) from the easternmost relief bridge to SR-A1A in FY-22. (04/16/18) FDOT has agreed to analyze the mid-block crossings and determine if Rectangular Rapid Flashing Beacons (RRFBs) are warranted. (06/18/18) FDOT has determined that pedestrian counts indicate that Rapid Rectangular Flashing Beacons (RRFBs) are not warranted at the Fifth Avenue mid-block pedestrian crossings. However, FDOT did recommend improving the lighting and signage at these locations which will be factored into the resurfacing project that should commence in FY-22. (04/16/19) FDOT has determined that pedestrian activated crossing signals are not warranted for mid-block crossings on Fifth Avenue at this time. (05/08/19) Resurfacing scheduled for FDOT fiscal year 2023, scheduled for 11/22 (2/3/20)
- b. **SR-A1A South of US-192:** FDOT has been requested to lower the posted speed limit from 40 mph to 35 mph. (05/09/18) FDOT will conduct a speed study after the safety improvements have been completed. (01/09/19) Council approved Resolution 19-2019 12/8/19 asking FDOT to lower speed limits on Beachside on State Roadways (12/30/19) FDOT is discussing possible lower speed limits now after controversy on pedestrian crossing (3/3/20) Speed limit lowered south of US-192 to 11th Ave to 35MPH (6/3/20) Requested FDOT lower speed limit south of 11th to 35MPH to Melbourne Beach and heard positive response back waiting on final answer(8/4/20) Per FDOT they have preliminary data upon request for lowering speed limit to 35 mph and are reviewing. Should be updating in next few months (9/2/20)FDOT approved speed limit change to 35MPH south of US-192 to Ocean Ave. but FDOT needs to correct a few signs and has been contacted by me (9/30/20)
- c. **Pedestrian Crossing Signals:** FDOT inspected the US-192 intersections at Riverside Drive and SR-A1A on 2/22/19 and are evaluating possible audible pedestrian signal improvements. (03/13/19) Spoke to DOT sent Jay email 8/15/19. FDOT looking at updating traffic lights and crossing conducting study to work into the resurfacing in 22/23 FDOT fiscal year (2/27/20)

2. Fiscal Activity:

- a. **Fifth Avenue median:** The Town is soliciting proposals from Registered Landscape Architects for consideration to develop a plan to replace the existing plants in the Fifth Avenue median. (06/18/18) A recommendation will be presented to Council for 8/8/18. (08/08/18) Staff is negotiating a contract with Susan Hall Landscape Architecture, Inc. (09/12/18) Workshop will be held 10-18-18 at 6:30 p.m. (10-10-18) Options will be presented to Council at the January meeting for approval. (01/09/19) Some counties in the median are being relocated to Nance and Douglas parks and to the Fifth Avenue median east of SR-A1A to determine if the areas are suitable for

TOWN MANAGER'S REPORT

relocation once the new plants are installed in the median. (02/13/19) The grant application was sent to FDOT on 3/7/19. (04/16/19) FDOT has approved the application with funding projected in FY-23. (05/08/19) FDOT contacted me and we are on schedule for FY-23 and working with Susan Hall Landscape Architecture, Inc on first past review of submission (7/29/19). Ryan from Susan Hall's sent preliminary information state approved first pass. Working with Ryan on Bid documents (8/1/19) Received initial Project Schedule, Landscape Plans, ITB and Opinion of Project Costs from Susan Halls office for initial submission to DOT for review and I submitted them to FDOT for first review 8/20/19. Heard from DOT Dawn Latchum assigned project number is **442883-2-58-01** for submission (8/21/19). Received comments from FDOT and Susan Hall Landscaping Architecture, Inc is reviewing comments (9/30/19) Spoke with Ryan and his is looking into if lighting can be used (10/28/19) Ryan responded to comments from FDOT on median plans (11/1/19). FDOT wants meeting with landscape architect and town (11/15/19). Meeting wet with FDOT and Susan Hall on 1/28/20 at 2 PM FDOT Deland (11/25/19) Attending meeting and project is still moving forward. Nothing can be done until after repaving is done. Project funded in FDOT 2023 fiscal year earliest project could happen in 8/22 (2/3/20) Ryan recently responded to comments from FDOT (8/4/20)

3. **Organizational Activity:**

- a. **Swale:** Public Works has installed swales at 205 S. Ramona Avenue on the 7th Avenue side. (05/15/17) A swale was improved at 810 Wavecrest Avenue and a swale was added at 305 S. Ramona Avenue. (10-10-18) A swale was added at 812 Wavecrest Avenue. (11/07/18) A swale was added at 425 Second Avenue. (02/13/19) A swale was added at 435 Twelfth Avenue. (03/13/19) A swale was added to the west side of S. Riverside Place. (07/10/19) Swale ordinance is presented to town council March 2020 meeting (3/4/20). Waiting on Environmental Task Force to review and make further recommendations (7/1/20) Ordinance was reviewed at the July meeting and updating the swale design will be reviewed at the August Environmental Task Force meeting (8/4/20) Sending ordinance to September Z&P meeting for review (9/2/20) Swale ordinance not approved by P&Z going back to Environmental Task Force. Public works installing swale in at 405 Orlando Blvd.(9/30/20)
- b. **Meters:** Kiosk have been ordered and expected around the end of January 2020 (12/3/19). Kiosk expected to be shipped in a next few weeks for Nance Park (3/4/20). Kiosk is active and working as of this date (5/8/20). Kiosk are operating still some tweaking in signage (6/16/20). All kiosk and meters have been reprogrammed to \$2.50 per hours (9/2/20) Tampa Ave. and Watson Ave. beach access approved parking by permit only or golf cart (LSV), signs will be ordered after October 1, 2020 (9/30/20)

TOWN MANAGER'S REPORT

- c. **Pipes Under Pavement:** Placed legal ad for both north and south pipes under pavement project with bids being received from 7/16/19 thru 8/16/19. Had preconstruction meeting with prospective bidders and town engineer on 7/22/19 (7/31/19). Received bids from 4 contractors and have meeting on lowest bidder and BSE on 9/10/19 (9/5/19). Council asked to approve low bidder PRP at 10/9/19 council meeting (10/1/19). Have signed agreement with PRP and received all paperwork. Worked out agreement with City of Melbourne for laydown site on S. Palm old water tower property during project for PRP. Waiting on start date (11/7/19) Start date approximately the second week of January 2020 (12/30/19) PRP is working on project is underway at this time, should last until mid-July (2/3/20) Project is underway and work expected to be completed by July 2020 (3/4/20). Work is progressing and July is expected finish date (5/8/20). PRP is still proceeding and expect to finish south residential this month and move to north residential (6/3/20). Project still proceeding and scheduled by end of summer completion (6/30/20). PRP finishing up in north end of town and also list we have given to correct issues (8/4/20). Work still proceeding (9/2/20) Project complete final inspection done, PRP only has to cleanup laydown area (9/30/20)
- d. **Code Codification:** Signed agreement and issued purchase order for with Municode for codification and hosting of Town Codes. Project approved by Council at the October 2019 meeting. Project will take in excess of year and working with staff, Town Attorney and Municode to review, update and make sure all corrections are made for the codification and web hosting (11/7/19). Received email last week from Municode and they have assigned personnel at this time but project is expected to be in excess of one year. Municode has been in contact with clerk and time table is still in line for next year (3/4/20). First review received from Municode and being reviewed by staff and town attorney (5/8/20) Hade meeting with Municode and proceeding with codification (6/3/20) Process is continuing with first reading of codification ordinance scheduled for the August Council meeting (8/4/20). Paul reviewing still and not ready for council review (9/2/20) Paul is finishing up review and expect to be finished in next 2 weeks and then sending back to Municode for updating (9/30/20)
- e. B-4 10th Ave to Ramona Ave Storm Sewer Replacement awarded (2/17/20) Contractor notified waiting on start time (5/8/20) Preconstruction meeting held 6/26/20 construction begins in next few months (7/1/20) Atlantic Development is working on other projects in town and this one is on list to move to in near future. (9/2/20)
- f. B-5 2nd Ave/Riverside Drive off-line retention area (2/17/20) Waiting on approval of grants from council (5/8/20). Grants have been awarded and BSE is working with Atlantic Development to begin constructions (6/3/20) Preconstruction meeting held 6/26/20 construction begins in next few months (7/1/20) Project scheduled to begin first week of August (8/4/20) Project underway at this time and should be finished up in next few weeks by Atlantic Development (9/2/20) Had a delay and addition to pipes at outfall project expected complete by mid-October (9/30/20)

TOWN MANAGER'S REPORT

- g.** 2nd Avenue/Riverside Drive to Ramona Avenue Sewer Replacement (2/17/20) Contractor notified waiting on start time (5/8/20) Preconstruction meeting held 6/26/20 construction begins in next few months (7/1/20) Atlantic Development is working on other projects in town and this one is on list to move to in near future. (9/2/20)
- h.** B-3 Orlando Boulevard/Ramona Drive Storm Sewer Replacement (2/17/20) Contractor notified waiting on start time (5/8/20) Preconstruction meeting held 6/26/20 construction begins in next few months (7/1/20) Notified 8/4 by Hinterland Group the contractor that was awarded the contract would be mobilizing for the project beginning 8/5/20 (8/4/20) Project under construction at this time and should be finished by end of September. (9/2/20) Project complete and final inspection completed (9/30/20)
- i.** B-6 Outfall Repair II at Wayne Ave. and Riverside Dr. Sewer Replacement (2/17/20) Contractor notified waiting on start time (5/8/20) Preconstruction meeting held 6/26/20 construction begins in next few months (7/1/20) Atlantic Development is working on other projects in town and this one is on list to move to in near future. (9/2/20)
- j.** B-4 Bike Path/9th Ave. to Melbourne Ave. Storm Water Replacement/Bike Path Relocation (2/17/20) Contractor notified waiting on start time (5/8/20) Preconstruction meeting held 6/26/20 construction begins in next few months (7/1/20) Meetings held with J&D Construction on site and project is scheduled to begin week of 8/10 and last about 60 days (8/4/20) Project under way at this time and construction should be completed by end of October. (9/2/20) Project progressing and expect to be completed by mid-October (9/30/20)
- k.** B-2 Miami Ave bids opened 3/3/20 and given to BSE for evaluation (4/6/20)
- l.** B-3 Orlando Blvd bids opened 3/3/20 and given to BSE for evaluation (4/6/20) On 10/7 council agenda for awarding (9/30/20)
- m.** B-3 Ramona Ave bids opened 3/3/20 and given to BSE for evaluation (4/6/20)
- n.** B-4 Melbourne Ave bids opened 3/3/20 and given to BSE for evaluation (4/6/20) On 10/7 council agenda for awarding (9/30/20)
- o.** B-4 Palm Ct bids opened 3/3/20 and given to BSE for evaluation (4/6/20) On 10/7 council agenda for awarding (9/30/20)
- p.** B-5 Ramona Ave bids opened 3/3/20 and given to BSE for evaluation (4/6/20)
- q.** Met with Software Company about replacing outdated building software which had been budgeted for this fiscal year. After review and meeting several other municipalities already using this company staff decided on BSA Software. Contract has been signed and we came in under budget able to additionally include Building Department, Code Enforcement, and Business Tax Receipt in the package. Price came in under budgeted amount. Expect delivery of software complete with data conversion from old software in next six months. (6/3/20) Had several meetings with company to include conversion of data, software and hardware compatibility. Staff is explored other municipalities using software to seek training. Time table is to go live

TOWN MANAGER'S REPORT

in October 2020 (6/30/20). We have supplied updates and given preliminary data for conversion. Conflict with BSA has pushed back the go live date to December 2020 (8/4/20) Currently working to update data bases and make sure all computers are compatible. (9/2/20) We have 1 more computer to bring updated (9/30/20)

- r. Full Contract with police union (PBA) is up and have spoken with PBA representative and planning on initial meeting the end of August (8/4/20) Had first meeting on September 1 and reviewing documents and will be having future bargaining meeting with PBA in next few weeks for further negotiations. (9/20/20) Had meeting on 9/28/20 came to agreement, PBA members voting and on 10/7 council agenda (9/30/20)
- s. Firefighter union (IAFF) contract has one article open cost of living wage adjustment, and meeting scheduled for 8/18/20 at 10am (8/4/20). Had negotiations and came to agreement, on council agenda September for approval (9/2/20)