

**Agenda**  
**Town of Indialantic**  
**Regular Meeting of the Town Council**  
**Wednesday, September 9, 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 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/96447824214?pwd=cHJBeUFweFg4a2xXbEJUd2RHMWFIQT09>

Passcode: 359531

Or iPhone one-tap :

US: +13017158592,,96447824214#,,,,,0#,,359531# or +13126266799,,96447824214#,,,,,0#,,359531#

Or Telephone:

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

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

Webinar ID: 964 4782 4214

Passcode: 359531

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](mailto: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 (1) Pressing the "Raise Hand" button in Zoom; or (2) 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:**

1. Pledge of Allegiance
2. Changes to Agenda
3. Presentations and Proclamations
4. Public Comments, Non-agenda items:

Note: Persons wishing to address the Town Council on a matter not listed on the agenda may speak at this time. Click on "raise hand" button in Zoom or dial \*9 if calling from a telephone. 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: 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 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

**C. Ordinances and Public Hearings:**

**1. (Discussion/Action) Public Hearing: Adopt Tentative Millage Rate for Fiscal Year 2020-2021**

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.

**2. (Discussion/Action) Public Hearing: Adopt Tentative Budget for Fiscal Year 2020-2021:**

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

Be advised: 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. (Discussion/Action) Ordinance No. 2020-13 (Re: Police & Fire Pension Update Per IRS) First 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.
- 4. (Discussion/Action) Ordinance No. 2020-14 (Re: Park Hours) First 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.
- 5. (Discussion/Action) Ordinance No. 2020-15 (Re: Littering) First 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:** (None)

**E. New Business:**

1. Signage regarding littering (Kemp)
2. Interlocal Agreement for Address Assignment (Casey)
3. Brevard County Community Development Block Grant (CDBG) Citizens Advisory Committee (Berkman)

**F. Administrative Reports:**

1. Town Manager Report
2. Town Attorney 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.

**MINUTES**  
**TOWN OF INDIALANTIC**  
**TOWN COUNCIL BUDGET WORKSHOP**  
**AUGUST 12, 2020 AT 6:00 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.

**Call to Order:**

Mayor Berkman called the workshop meeting to order via Zoom Webinar at 6:02 p.m. and led the assembly in the Pledge of Allegiance.

**Participating:**

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

**Also participating:**

Michael Casey, Town Manager  
Jennifer Small, Finance Director  
Rebekah Raddon, Town Clerk

Mayor Berkman explained that attendees joining the meeting via Zoom could ask questions by clicking the 'raise hand' button.

**Discussion of Fiscal Year 2020-2021 Budget:**

Mr. Casey answered questions regarding the paint striping machine. There was discussion regarding parking meter kiosks, and repairs needed for the roof and AC at Town Hall. Deputy Mayor Glass asked about adding more staff to town hall as the new administrative assistant is very busy with code enforcement and permitting. Mr. Casey explained changes in revenue. Mrs. Small spoke briefly about an increase to the audit line item which is due to the OPEB report.

There was discussion regarding the Town's newsletter and transitioning to a digital format to save money on printing and postage. It was the consensus of the Council to leave funds in place in the 2020-2021 budget but work on phasing out paper copies over the course of the year; utilizing the website and email subscribers list for distribution instead of mailing paper copies. The newsletter could be picked up at Town Hall for anyone wanting a paper copy.

Deputy Mayor Glass suggested looking into alternatives to using Florida Today for legal advertising due to the increasing cost and low readership; he noted that Trader Jakes may be an option. Mayor Berkman would support switching if it meets the state requirements.

There was discussion regarding operating supplies for protective services and upcoming events that have been cancelled due to COVID-19. Mr. Casey noted that funding was in the budget to pay the annual

storage costs and as well as new supplies needed for the 2021 Halloween festival which are ordered a year in advance. There was brief discussion regarding hiring a part time parking enforcement.

It was the consensus of the Council to remove Riverside Park from the TruGreen fertilizing contract due to the park's proximity to the lagoon and utilize those funds for parks maintenance. Mr. Casey said the Town discontinued fertilizing at another park last year and it is doing well. Mr. Casey explained that the lawn maintenance will go out to bid and the Public Works Department may take over some of the lawn maintenance projects. Mayor Berkman suggested having the parks mowed on weekdays only and including that as a requirement in the contract.

Mr. Casey answered questions regarding the labor attorney increase which is due to the fire union negotiations which occur every three years; he noted that the funds may not be needed. Legal fees have increased due to the high number of ordinances. Election ballot fees are lower during presidential election years. Ms. Raddon answered a question regarding paper agenda packets and stated councilmembers can request to not have a paper packet printed if they wish.

Captain Todd Burnett, Indialantic Fire Department, commented that the Town does not use a labor attorney for the police contract negotiations, and asked if it was necessary to use one for the fire contract. Mr. Casey said the money is budgeted as it has been in previous years, but it won't be used if it's not necessary and he hopes that will be the case.

There being no further discussion, the workshop was adjourned at 6:51 p.m.

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Dave Berkman, Mayor

Attest:

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Rebekah Raddon, CMC, Town Clerk

**Meeting Minutes**  
**Town of Indialantic**  
**Regular Meeting of the Town Council**  
**Wednesday, August 12, 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, August 12, 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  
Michael Connor, Chief of Police

1. Pledge of Allegiance was led by Mayor Berkman followed by instructions for public comments.
2. Changes to agenda: none.
3. Presentations and Proclamations: none.
4. Public Comments, Non-agenda items: none.
5. Mayor Berkman read the public announcements:
  - There are openings on the Code Enforcement Board, Civil Service Board, Heritage Committee, and Playground Advisory Committee.
  - The qualifying period to run for Mayor or Town Council (seats #2 and #4) ends at noon on August 13, 2020. For more information, contact the Town Clerk at 321-723-2242 or by email at [rraddon@indialantic.com](mailto:rraddon@indialantic.com).
  - The first public hearing for the fiscal year 2020-2021 budget will be held on September 9, 2020 at 7:00 p.m., and will be held via Zoom Webinar.
  - Town Hall will be closed on Monday, September 7, 2020 in observance of Labor Day.

## **B. Consent Agenda:**

1. Approve Council Meeting Minutes for July 8, 2020
2. Approve Board and Committee Appointments/Reappointments:
  - a) Playground Advisory Committee (New committee – may consist of up to seven members, open to resident and nonresidents.) – Appoint Nicholle Rothengass; Appoint Mark McDermott; Appoint James Roland; Appoint Irene Fox-Albury
3. Adopt Resolution 10-2020 prohibiting Low Speed Vehicles on SR A1A (Casey)
4. Approve Goodwin 5K special event 11-24-2020 (Casey)
5. Adopt Resolution 11-2020 Establishing Fund Balance (Casey)
6. Appoint Deputy Mayor Glass as voting delegate for FLOC Annual Business Meeting (Raddon)
7. Adopt Resolution 12-2020 Re: Census Partnership (Glass)
8. Adopt Resolution 13-2020 Reauthorizing National Flood Insurance Program (Glass)
9. Adopt Resolution 14-2020 Re: Funding Assistance for COVID-19 (Glass)

**MOTION by Deputy Mayor Glass, seconded by Councilmember Kemp, and vote unanimous to approve the consent agenda as written. Motion carried 5-0.**

## **C. Ordinances and Public Hearings:**

### **1. Ordinance 2020-08 Second/Final Reading (Re: Declaring Emergencies)**

Mr. Gougelman read the ordinance title:

An Ordinance Of The Town Of Indialantic, Brevard County, Florida; Relating To Emergencies; Making Findings; Creating Sections 10-100 Through 10-105, Article Vi., Chapter 10, Town Code Of Ordinances; Providing Definitions, Persons Authorized To Declare An Emergency, And Term Of Emergency Declaration; Setting Forth Emergency Powers; Providing Penalties And For Liberality Of Construction; Providing A Severability/Interpretation Clause; And Providing For An Effective Date.

There were no public comments.

**MOTION by Deputy Mayor Glass, seconded by Councilmember McKnight, and vote unanimous to adopt Ordinance 2020-08 on second reading. Motion carried 5-0.**

### **2. Ordinance 2020-09 Second/Final Reading (Re: Paid parking rates)**

Mr. Gougelman read the ordinance title:

An Ordinance Of The Town Of Indialantic, Brevard County, Florida; Relating To Parking; Making Findings; Amending Section 15-18.1 Of The Town Code Of Ordinances, Relating To Rates Of Compensation For Parking In Designated Areas Of The Public Right-Of-Way Or Areas Adjacent To The Beach; Deleting The Requirement That Parking Meters May Be Coin Operated; Providing That Parking Meters May Be Mechanically Or Electronically Operated Or Operated By Pay-By-Phone System; Providing For

Enforcement; Providing For Change Of Certain Rates By Resolution; Amending The Schedule Of Fines In Section 15-23 Of The Town Code Of Ordinances, For Failure To Park Head In; Providing A Severability/ Interpretation Clause; And Providing For An Effective Date.

**MOTION by Councilmember McKnight, seconded by Deputy Mayor Glass to adopt Ordinance 2020-09 on second reading.**

Lengthy discussion ensued regarding permit-only parking areas. There were no public comments. It was the Council's consensus to have Mr. Casey draft a resolution creating 'parking by permit only' areas on Tampa Avenue and Watson Drive. Mr. Casey noted that signs will need to be purchased.

**MOTION carried 5-0.**

**3. Ordinance 2020-12 First Reading (Re: Adopting a new Town Code):**

Mr. Gougelman did not read the ordinance title; he explained that he would like more time to review the proofs provided by Municode before adopting the ordinance. He added that there will be two separate ordinances; the first will adopt a set of proofs showing changes with strike-through, and the second ordinance will be a clean copy of the code. No action was taken on Ordinance 2020-12.

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

**E. New Business:**

**1. Waste Management Recycling Rate Increase**

Dina Reider-Hicks, Public Affairs Manager for Waste Management, spoke regarding the proposed \$0.82 increase to the monthly recycling fee charged to residents. In summary, the additional personnel needed to sort the contaminated and unrecyclable materials combined with the reduction in value of recyclable materials necessitates the increase in fees. Waste Management is committed to recycling but they need to make it economically viable. She noted that the increase is not related to COVID-19 and the data was collected from 2017-2019. She offered to provide educational materials as needed.

**MOTION by Councilmember Wright, seconded by Councilmember McKnight, and vote unanimous to approve the \$0.82/month/customer increase.**

**2. Annual Halloween Party**

It was the consensus of the Council to cancel the 2020 Halloween Festival due to COVID-19.

**3. Park Hours**

**MOTION by Mayor Berkman, seconded by Deputy Mayor Glass to update the Ernest Kouwen-Hoven Riverside Park hours to close at 10 p.m. instead of 9 p.m. After some discussion, Mayor Berkman**

amended his motion to include having park hours be updated by resolution instead of ordinance; Deputy Mayor Glass concurred with the amended motion.

Chief Connor commented that the police department receives frequent calls regarding people in the park after 9 p.m. and the responding police officers have indicated that people are usually fishing or stargazing and not causing any noise or disturbance. He supports extending the Ernest Kouwen-Hoven Riverside Park hours to 10 p.m.

**MOTION carried 5-0.**

#### **4. Backyard Chickens**

**MOTION by Councilmember McKnight, seconded by Councilmember Wright to allow residents to have chickens.**

Councilmember McKnight explained that some residents would like to be able to keep chickens which are allowed in other municipalities. She supports allowing chickens only, not roosters, and suggested the Town create an ordinance allowing chickens along with requirements such as a permit, education requirement, and fines for violating rules. There was discussion; concerns were raised regarding the burden on Town staff and issues with enforcement, dogs barking at chickens, and the small size of lots in Town.

Brett Miller, 220 Cocoa Avenue, opposed allowing chickens as he feels they may attract coyotes.

**MOTION failed 4-1; nay votes by Berkman, Glass, Kemp, and Wright.**

#### **5. Reschedule November Council Meeting due to Veteran's Day holiday 11-11-20**

It was the consensus of the Council to reschedule the November Council meeting to Thursday, November 12, 2020 at 7:00 p.m.

#### **6. Town Manager Annual Evaluation and Merit Increase**

**MOTION by Mayor Berkman, seconded by Councilmember Kemp to approve the Town Manager evaluation and merit increase of 2.5%.**

There was discussion; in summary, council and staff commented that Mr. Casey is a pleasure to work with and has done a great job. Notably, he has provided excellent communication while dealing with unprecedented challenges, has shown an aptitude for working with other cities, and kept Town Hall running smoothly.

**MOTION carried 5-0.**

**F. Administrative Reports:**

1. Town Manager Report

Mr. Casey said the City of Melbourne appears to be opposed to the resolution banning low speed vehicles (LSV's) on S.R. A1A but he feels it is worthy of supporting.

2. Town Attorney Report – No report.

**G. Council Reports:**

Councilmember Wright shared his appreciation for the Town Manager and staff for their efforts during the COVID-19 pandemic.

Councilmember McKnight commented regarding Mr. Gougelman's health and was glad to see he is feeling better.

Councilmember Kemp echoed similar sentiments regarding Mr. Gougelman.

Deputy Mayor Glass said there is a virtual ethics training class on October 14. He noted the training is required annually and this is an easy way to get it done.

Mayor Berkman commented that he has only received three complaints regarding the mask orders and that the majority of people seem to be in favor of it. He is not certain at this point when the orders will be discontinued.

**H. Adjourn:**

There being no further discussion, the meeting was adjourned at 8:14 p.m.

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Dave Berkman, Mayor

Attest:

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Rebekah Raddon, CMC, Town Clerk

Agenda Item B. 2

**SUBJECT: IAFF – Agreement Amendment #2**

**Staff Report – Town of Indialantic Meeting Date: September 9, 2020**

**Summary:**

Council is being requested to approve Amendment #2 to the current agreement between the Town and the Local 1951, Melbourne Fire Fighters Association, International Association of Fire Fighters. The amendment is in accordance with a provision in the agreement that requires the Town and the IAFF to address a cost-of-living adjustment (COLA).

The amendment stipulates that a cost-of-living adjustment of 2% will be provided in FY-21 for IAFF bargaining unit members.

**Recommendation:**

Approve Amendment #2 to the Agreement with the Local 1951, Melbourne Fire Fighters Association, International Association of Fire Fighters implementing a 2% COLA for members in FY-21.

MOTION: Approve Amendment #2 to the Agreement with the Local 1951, Melbourne Fire Fighters Association, International Association of Fire Fighters implementing a 2% COLA for members in FY-21

Submitted by:



Rebekah Raddon  
Town Clerk

Approved for agenda:



Michael L. Casey  
Town Manager

Amendment #2  
Agreement between  
the Town of Indialantic, Florida  
and  
the Local 1951, Melbourne Fire Fighters Association,  
International Association of Fire Fighters

Article 8 of the Agreement between the Town of Indialantic, Florida and the Local 1951, Melbourne Fire Fighters Association, International Association of Fire Fighters for the period October 1, 2018 through September 30, 2021 stipulates the following:

Both parties have met and agreed that the cost-of-living adjustment for FY-21 shall be two percent (2%).

Executed: \_\_\_\_\_ TOWN OF INDIALANTIC, FLORIDA

ATTEST: \_\_\_\_\_  
Rebekah Raddon, Town Clerk Michael Casey, Town Manager

Executed: \_\_\_\_\_ LOCAL 1951, MELBOURNE FIRE  
FIGHTERS ASSOCIATION,  
INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS

\_\_\_\_\_

**SUBJECT: Permit Only Parking - Resolution 15-2020**

**Staff Report – Town of Indialantic Meeting Date: September 9, 2020**

**Summary:**

At the mayor's request and based on council discussion, Resolution 15-2020 designates parking by permit-only areas at the following locations:

Watson Drive east of SR A-1-A (Sunrise Park)  
Tampa Avenue east of SR A-1-A (Sea Park)

Coin-operated meters will be removed and only vehicles with an unexpired Town of Indialantic parking permit, or any Low Speed Vehicle (LSV), will be allowed to park in these two designated areas. No parking permit will be required for LSV's.

Parking hours, which are 6:00 a.m. to 9:00 p.m., will remain the same.

**Recommendation:**

Approve Resolution 15-2020

**MOTION:  
Approve Resolution 15-2020**

Submitted by:



Rebekah Raddon  
Town Clerk

Approved for agenda:



Michael L. Casey  
Town Manager

**RESOLUTION 15-2020**

A RESOLUTION OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, TO BE ENTITLED A RESOLUTION IMPLEMENTING SECTION 15-18.1, TOWN CODE; SETTING PAY PARKING, PERMIT ONLY PARKING AREAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council has determined in that it is in the public interest to set certain pay parking areas to be designated as permit-only parking or LSV (low speed vehicle), also known as street legal golf carts parking only; and

WHEREAS, designating these areas is consistent with Indialantic Code section 15-18.1; and

WHEREAS, any vehicle with an unexpired Town of Indialantic parking permit or any LSV can park in the areas designated below and the parking areas shall be closed to all other parking; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Indialantic, Florida, that:

**SECTION 1.** Parking spaces located on Watson Drive east of SR A-1-A (Sunrise Park) and parking spaces located on Tampa Avenue east of SR A-1-A (Sea Park) are hereby designated as parking by Town of Indialantic permit only, unless vehicle is a LSV. No parking permit shall be required for LSV's. These areas are hereby designated as permit-only parking meter zones.

**SECTION 2.** Severability/Interpretation 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 3.** Effective Date. This Resolution shall become effective October 1, 2020.

PASSED and ADOPTED this 9<sup>th</sup> day of September, 2020.

TOWN OF INDIALANTIC

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

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

**SUBJECT: Speed Cushions**

**Staff Report – Town of Indialantic Meeting Date: September 9, 2020**

**Summary:**

In 2016 Council authorized speed cushions for ABC liquor based upon 75% of property owners approving them after ABC liquor paid for the cushions. The developer for Starbucks has paid for speed cushions in the 100 block of First Ave. and Michigan Ave. The clerk sent out letters to all the property owners and the following are the results:

**Michigan Ave, 100 Block (12 Parcels, needs 9 yes votes to meet 75% threshold):**

- 9- YES
- 1- NO (Jill Hoffman, 125 Michigan, she was concerned it would be very close to her driveway)
- 2- NO RESPONSE (counts as a NO vote)

**First Ave, 100 Block (10 Parcels, needs 8 yes votes):**

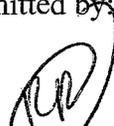
- 8-YES
- 1-NO (Michael Corcoran, 109 First Ave)
- 1-NO RESPONSE (counts as a NO vote)

**Recommendation:**

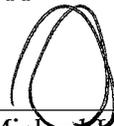
Approve the installation of speed cushions in the 100 block of First Ave. and Michigan Ave.

**MOTION:**  
**Approve the installation of speed cushions in the 100 block of First Ave. and Michigan Ave.**

Submitted by

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

Approved for agenda:

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

**SUBJECT: Little Free Library – Lilly Park**

**Staff Report – Town of Indialantic Meeting Date: September 9, 2020**

**Summary:**

Garden Club by the Sea would like to work with United Way of Brevard to install a “Little Free Library” in Lilly Park. United Way will provide the “Little Free Library” and the Garden Club by the Sea maintain the supply of books. The Town would need to sign the MOU with United Way of Brevard allowing the “Little Free Library”.

**Recommendation:**

Approve “Little Free Library” in Lilly Park and allow Town Manager to sign MOU.

**MOTION:**

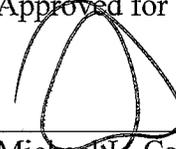
**Approve “Little Free Library” in Lilly Park and allow Town Manager to sign MOU.**

Submitted by:



Rebekah Raddon  
Town Clerk

Approved for agenda:



Michael E. Casey  
Town Manager



**United Way of Brevard**

**MEMORANDUM OF UNDERSTANDING FOR INSTALLATION  
OF LITTLE FREE LIBRARY  
AT Name of Owner**

THIS AGREEMENT, entered into this date 20 August 2020, United Way Brevard, (hereinafter called the Contractor) and Name of Owner, (hereinafter called the Owner), and Name of Sponsor, (hereinafter called the Sponsor).

WITNESSETH that the Contractor, the Owner, and the Sponsor, in consideration of the premises and of the mutual covenants, considerations, and agreements herein contained, agree as follows:

**STATEMENT OF WORK:** The Contractor plans to purchase and install a Little Free Library at \_\_\_\_\_l. Contractor shall furnish all labor and materials and perform the installation, which includes installing a 4” x 4” base mounting post by digging down three feet, and securing the Little Free Library properly to the mounting post. Contractor will provide plaque of sponsorship for Sponsor.

**AGREEMENTS AND MAINTENANCE:**

Owner agrees to:

- Allow the Little Free Library to be on their property
- Supervise the Little Free Library to insure no major damage has been done and that no inappropriate material has been included
- Fix any minor damage and report any major damage to Contractor
- Ensure that the Little Free Library always has a supply of books by contacting the Sponsor for books
- Remain responsible for maintaining the cleanliness of the library and the public space around the Little Free Library structure

Sponsor agrees to:

- Take responsibility for maintaining supply of books

The Contractor agrees to:

- Provide the initial set of books and will provide addition books if needed at the request of the Sponsor
- Take responsibility for the future maintenance and upkeep of the physical structure, which includes painting and maintaining overall installation

**BREACH OF CONTRACT:** If at any point in time the Owner feels that the Sponsor is not properly maintaining the Little Free Library structure, the Owner holds the right to notify the Sponsor and/or Contractor setting forth remedial actions that need to be taken. The Sponsor agrees to employ its best efforts to maintain current contact information for the Contractor and Owner. If the Sponsor does not follow through with the request or come to a mutual agreement with the Owner, the Owner reserves the right to remove the Little Free Library structure.

**WAIVER:** United Way of Brevard reserves the right to waive any requirements of the Contract where warranted by special circumstances.

In witness whereof, the undersigned competent representatives do hereby enter into this agreement for the construction and continued maintenance of the Little Free Library at Apollo Pre-School as of the date listed.

\_\_\_\_\_  
*Sponsor's Representative*

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

\_\_\_\_\_  
*Contractor's Representative*

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

\_\_\_\_\_  
*Owner's Representative*

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

**SUBJECT: High Visibility Enforcement Agreement**

**Staff Report – Town of Indialantic Meeting Date: September 9, 2020**

**Summary:**

FDOT is working with University of North Florida in what is known as High Visibility Enforcement (HVE). The HVE program is in areas of high pedestrian and bicycle crashes, and Brevard County is the number one in the State of Florida. FDOT has identified areas in Indialantic on SRA1A from Grosse Point Ave. to Miami Ave. as a HVE area. This program would allow the Town of Indialantic to obtain up to \$4,096 to cover the cost of officers participating in the HVE program, and would cover salaries to include overtime. During the HVE the Indialantic Police Department would not only enforce aspects of vehicle, bicycle and pedestrian laws along SRA1A, but also educate the community.

**Recommendation:**

Approve HVE agreement and allow Town Manager to sign agreement.

**MOTION:**

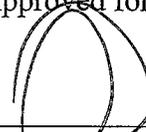
**Approve HVE agreement and allow Town Manager to sign agreement.**

Submitted by:



Rebekah Raddon  
Town Clerk

Approved for agenda:



Michael L. Casey  
Town Manager

## Letter of Agreement and Contract

**In this contract between the Indialantic Police Department (“Vendor”) and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management (“IPTM”),** a direct support organization of the University of North Florida (“University”), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 14, 2021.

**Total contract amount will not exceed \$4,096.00**

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project #433144-1-8404, Contract #G1B36. All services must be completed by May 14, 2021. The final invoice must be received by June 4, 2021 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University’s (“State Agencies” or individually “State Agency”) respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee’s employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects

**CANCELLATION:** This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

**EXHIBIT "A"**

**SCOPE OF SERVICES  
PEDESTRIAN AND BICYCLE SAFETY  
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN**

**I. OBJECTIVE:**

The Florida Department of Transportation (“FDOT”), through a grant with University of North Florida (“University”), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

**II. PURPOSE:**

In 2017, 3,135 people lost their lives in traffic crashes on Florida’s roadways. More than 22% of them were pedestrians (720) and more than 5% were bicyclists (160).

The **Purpose** of this funding opportunity is to develop and implement effective community level high visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida’s roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida’s Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida’s Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

**III. IPTM RESPONSIBILITIES:**

IPTM will provide the required training/training materials, a copy of Florida’s Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor’s compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

#### IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by the Vendor's policies and procedures and must comply with Florida law. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Funds may not be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT (each detail location may have different pre-approved days and times of day).
- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details or attendance at required training.
- Each officer is limited to a maximum of six (6) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.). There is no pay period limit.
- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices.*" To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*" **prior to June 30, 2019.** The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*" is not a substitute for the 4-hour classroom course for initial eligibility into this program.

**Note: Due to COVID-19, IPTM reserves the right to substitute the eligibility between the two listed training courses.** The four (4) hour classroom-based training and the two (2) hour online refresher training course is provided free of charge through IPTM. Information on how to schedule the four (4) hour classroom-based training or the two (2) hour online refresher training course will be provided to all applicant agencies. The training delivery will be prioritized based on need. Officers are not required to be trained before the agency applies for funding.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled “*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*” or the two (2) hour online refresher training course titled “*Pedestrian & Bicycle Safety: A Law Enforcement Review*”. For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Vendor is required to distribute a minimum of two (2) media releases during the contract period. The first required media release announcing that operations are beginning must be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second required media release must include a reminder that details are ongoing. This second media release must be distributed approximately halfway through the contract period. Additional media engagement is strongly encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement must be provided within 30 days of the press release or news report.
- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.
- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

#### **APPROVED PERSONNEL LIST**

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed and within +/- \$5.00 of the rates shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

#### **INVOICES**

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to

each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document each detail conducted and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to [ped.bike.safety@iptm.org](mailto:ped.bike.safety@iptm.org)

### **PRE-APPROVED HVE LOCATIONS**

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved or that take place prior to the date of the approval.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit "C".

As the goal of this initiative is to mitigate traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists, approval decisions must be driven by data and the most severe high crash locations for these types of collisions will receive priority approval. Less severe crash locations and other identified hazardous areas will be approved on a case-by-case basis.

In order to quickly respond to other locations where pedestrian and/or bicyclist serious and fatal injury crashes are developing or worsening, additional HVE locations can receive pre-approval during the contract period. In order to obtain pre-approval of additional locations during the contract period, Vendor must submit a request to IPTM in writing and provide data to support the need. If approved, the location(s) will be added to the Vendor's current executed contract and HVE overtime details will be authorized and reimbursable after the approval date.

All HVE education and enforcement overtime detail locations must be approved by the FDOT.

### **REQUESTS FOR ADDITIONAL FUNDING**

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 70% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received by February 26, 2021.

**NON-DISCRIMINATION AND ETHICAL STANDARDS**

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0700-0799/0760/0760.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html)

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

**CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.**

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for “agency of the year award” consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

**CONSEQUENCES FOR NON-PERFORMANCE**

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

**EXHIBIT "B"**

**EFFORT SUMMARY**

**FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE COMMUNICATIONS  
AND HIGH VISIBILITY ENFORCEMENT CAMPAIGN**

**QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES**

- At least two (2) media engagements will be conducted during the contract period.
- Detail Activity Reports will be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms will be provided for each bike light distributed.
- Invoices will be submitted for each month or payroll period in which overtime details were performed.

**PERFORMANCE MEASURES**

Proof of performance documentation must be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

**Total contract amount not to exceed: \$4,096.00**

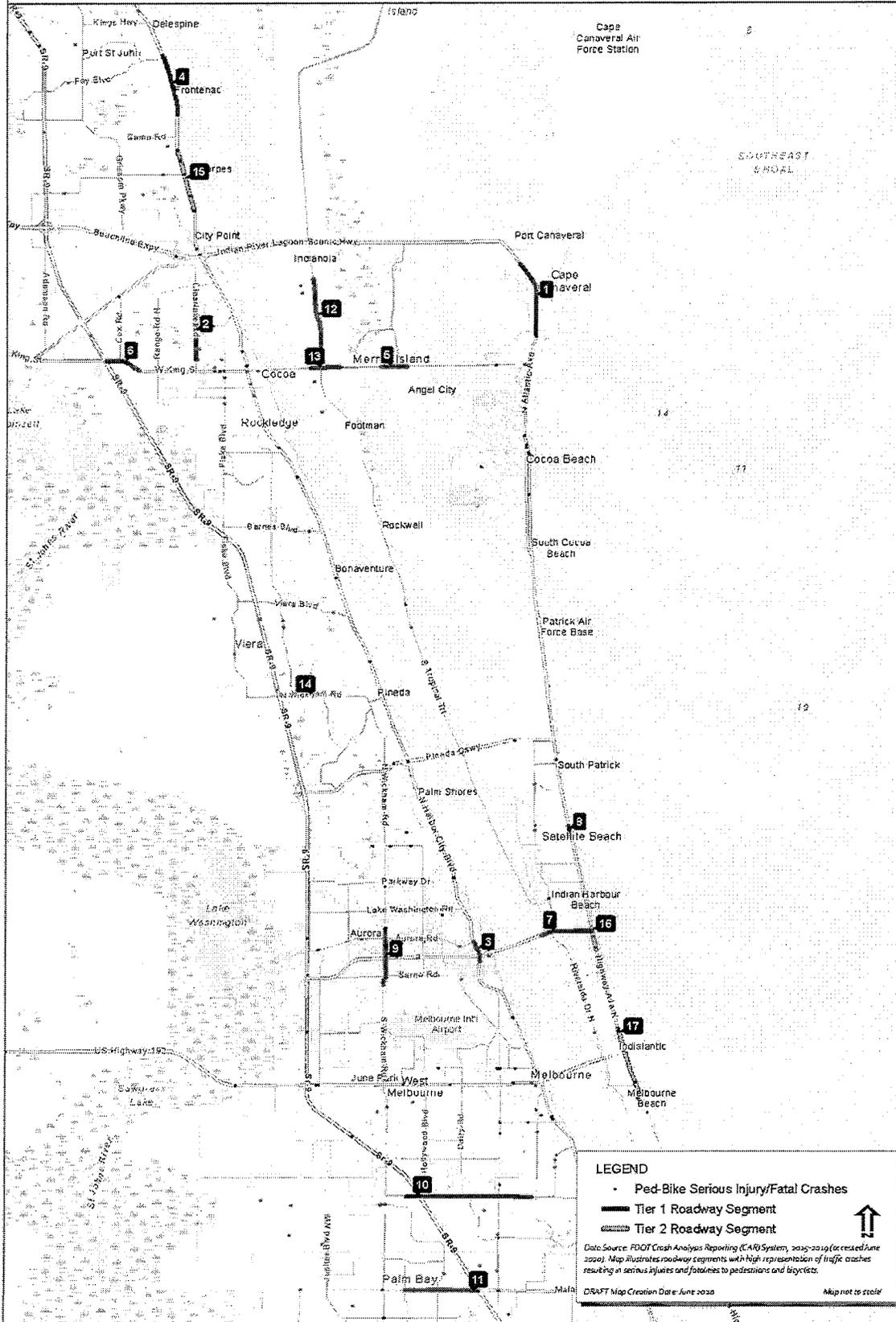
**EXHIBIT "C"**

**LOCATIONS FOR INDIALANTIC POLICE DEPARTMENT  
FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INTITIATIVE COMMUNICATIONS  
AND HIGH VISIBILITY ENFORCEMENT CAMPAIGN**

<b>Map Location</b>	<b>Roadway Name</b>	<b>From</b>	<b>To</b>	<b>Times</b>	<b>Day</b>
17	SRA1A/Oak Street	Miami Ave	Grosse Point Ave	0800 – 1800	TH

**EXHIBIT "C"**

# 2021 HIGH VISIBILITY ENFORCEMENT PROGRAM BREVARD COUNTY TIER 1 & TIER 2 PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS



**Letter of Agreement and Contract**

**University of North Florida Training and Services Institute, Inc.  
d/b/a Institute of Police Technology and Management**

\_\_\_\_\_  
Scott Bennett, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cameron Pucci, Director

\_\_\_\_\_  
Date

**VENDOR ACKNOWLEDGEMENT:** By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

**Vendor Name:** Indialantic Police Department

**Address:** 220 Fifth Avenue, Indialantic, FL 32903

\_\_\_\_\_  
Vendor's Authorized Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
FDOT APPROVAL

**Florida Department of Transportation (FDOT) Project # 433144-1-8404, Contract # G1B36  
State and Federal Requirements:**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards [www.ecfr.gov](http://www.ecfr.gov)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, P.L. 112-141  
[www.dot.gov/map21](http://www.dot.gov/map21)

Federal Highway Administration – Florida Division  
[www.fhwa.dot.gov/fldiv](http://www.fhwa.dot.gov/fldiv)

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsrs.gov](http://www.fsrs.gov)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING REQUIREMENTS:**

Failure to submit progress reports and invoices as outlined in the Letter of Agreement and Contract may result in termination of the agreement; may render the vendor ineligible for reimbursement of expenses; and may render the vendor ineligible for future consideration for funding under this program.

If the contract is terminated, the funds may be reallocated to other contracts.

Invoices must be submitted as outlined in the Letter of Agreement and Contract, must meet the timeline established in the attached contract for services, and must include all required documentation as outlined in the contract for services.

All invoices must contain the full details of each expenditure sufficient to support a proper pre-audit and post audit based on the scope of work and services identified in the Letter of Agreement and Contract.

All invoices shall be signed by an Authorized Representative of the vendor or their delegate.

Payment will be made only after receipt and approval of goods and services as outlined in the attached contract and exhibits. If the University determines that the performance of the vendor is unsatisfactory, the University shall notify the vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the University.

The vendor shall, within five days after notice from the University, provide the University with a corrective action plan describing how the vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

If the corrective action plan is unacceptable to the University, the vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency.

If the deficiency is subsequently resolved, the vendor may bill the University for the retained amount during the next billing period. If the vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the contract's term.

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

The vendor shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of contracted funds and required expenditures. All monies spent on this contract shall be disbursed in accordance with provisions of the **contract scope of work** as approved by the University and FDOT State Safety Office Program Manager and must meet all state and federal regulations attached or referenced in this contract.

All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

The vendor agrees to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this contract pursuant to sections 287.133(2)(a) and 287.134(2)(a), Florida Statutes.

**(a) Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**(b) Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a

public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

All invoices for services shall contain the following certification statement and must be signed by the vendors financial representative:

“All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted.”

The University and FDOT State Safety Office shall review and approve in writing all amendments to consultant and contractual service agreements prior to execution. Only amendments to the contract which achieve or improve upon the outcome of the project as determined by the funding agency and any state or federal regulations that govern such changes will be considered for approval.

Requests for amendment shall be in the form of a written request signed by the Authorized Representative of the vendor. Delegations of signature authority will not be accepted for amendment requests without prior written approval.

Approval of this contractual service agreement does not constitute approval of amendments to the contract. Any contract amendment executed without prior written approval of the University and FDOT State Safety Office will not be reimbursable under this contract.

The allowability of costs incurred under any contract shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable State and Federal Law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable State and Federal Law will be subject to repayment by the vendor. **Only costs directly related to the approved scope of services within the attached contract shall be allowable.**

The State of Florida's performance and obligation to reimburse the vendor shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace**, herein incorporated by reference, the vendor shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The sub-recipient or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000).

If a vendor has not commenced within 30 days after the acceptance of the contract, the vendor shall report by letter the steps taken to initiate the work, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the contract, services as described herein has not begun, a further statement of implementation delay will be submitted by the vendor to the University. The vendor agrees that if the letter is not received in the 60 days, the University may cancel the contract. The University, or the FDOT State Safety Office Program Manager, where warranted by excusable delay, may extend the implementation date of the project past the 60-day period. In this case, formal written approval will be provided to the vendor from the University or FDOT State Safety Office Program Manager.

Funds may not be obligated prior to the effective date or subsequent to the end date of the contract service period. Only costs incurred on or after the effective date of the contract and on or prior to the end date of the contract are eligible for payment. A cost is incurred when the vendors employee or approved subcontractor performs the service required or when goods are received by the vendor, notwithstanding the date of order.

In the event of default, noncompliance, or violation of any provision of this contract by the vendor, the vendors consultant(s) or contractor(s) and supplier(s), the vendor agrees that the University will impose sanctions. Such sanctions include withholding of payment, retainage, cancellation, termination, or suspension of the contract in whole or in part. In such an event, the University shall notify the vendor of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the University will be based upon the severity of the violation, the ability to remedy, and the effect on contract performance. The vendor shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

The University, Florida Department of Transportation, Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access to all books, documents, papers, and records of the vendor pertaining to this contract, and to relevant books and records of the vendor, and its consultants and contractors under this contract, for the purpose of audit and examination as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures may include, on-site visits by University staff, limited scope audits as defined by 2 CFR Part 200, and status checks of contract activity via telephone calls from University staff to vendors. By entering into this contract, the vendor agrees to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the contract is performed, the vendor agrees to bring the project into compliance with the contractual service agreement. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The vendor agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the vendor receives a public records request concerning its work undertaken pursuant to this contract, the vendor must take appropriate action as required by Chapter 119, Florida Statutes.

The University shall unilaterally cancel this contract if the vendor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the vendor in conjunction with this contract.

Records of costs incurred under the terms of this contract shall be maintained and made available upon request to the University t all times during the period of this contract and for five years after final payment is made. Copies of these documents and records shall be furnished to the University upon request. Records of costs incurred include the vendors general accounting records and the contract records, together with supporting documents and records, of the vendor and all subcontractors performing work on the contract, and all other records of the vendor and subcontractors considered necessary by the University for a proper audit of costs.

The administration of resources awarded through the University to the vendor by this Agreement may be subject to audits and/or monitoring by the University. The following requirements do not limit the authority of the University to conduct or arrange for additional audits or evaluations of contracts issued pursuant to Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The vendor shall comply with all audit and audit reporting requirements as specified below.

(a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by University staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to contracts issued pursuant to Federal awards provided through the University. By entering into this contract, the vendor agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the University. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the University, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

(b) The vendor, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a sub-recipient of a contract pursuant to a Federal award awarded by the University is subject to the following requirements:

(1) In the event the vendor expends a total amount of contracted funds pursuant to a Federal award equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the vendor must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. This contract provides the required Federal award identification information needed by the vendor to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining contracted funds pursuant to Federal awards expended in a fiscal year, the vendor must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the University by this contract. The determination of amounts of Federally awarded funds expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

(2) In connection with the audit requirements, the vendor shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

(3) In the event the vendor expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the vendor is exempt from Federal audit requirements for that fiscal year. However, the vendor must provide a single audit exemption statement to the Florida Department of Transportation at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the sub-recipient's audit period for each applicable audit year. In the event the sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the vendors resources obtained from other than Federal entities).

(4) The vendor must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Florida Department of Transportation requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements,

(5) Within six months of acceptance of the audit report by the FAC, the Florida Department of Transportation will review the sub-recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the University by this contract. If the vendor fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the University may impose additional conditions to remedy noncompliance. If the University or the Florida Department of Transportation determines that noncompliance cannot be remedied by imposing additional conditions, the University may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the vendor or more severe enforcement action by the University;
- b. Disallow (deny the use of funds for) all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the contract;
- d. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the University or the Florida Department of Transportation, recommend such a proceeding be initiated by the Federal awarding agency);
- e. Withhold further contracts pursuant to Federal awards for the Project or program;
- f. Take other remedies that may be legally available.

(6) As a condition of receiving this contract, the vendor shall permit the University, or its designee, the CFO or State of Florida Auditor General access to the vendors records including financial statements, the independent auditor's working papers and contract records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(7) The contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

(8) The vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. The vendor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of five years from the date the audit report is issued and shall allow the University, or its designee, the CFO or State of Florida Auditor General access to such

records upon request. The vendor shall ensure that the audit working papers are made available to the University, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the University.

The vendor shall establish and administer a system to control, protect, preserve, use, and maintain and track any property or materials purchased pursuant to this contract.

Any dispute, disagreement, or question of fact arising under the contract may be addressed to the Program Manager in the FDOT State Safety Office in writing. The Program Managers decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Address' are:

Florida Department of Transportation  
Attn: Trena McPherson, State Bicycle Pedestrian Safety Program Manager  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

Florida Department of Transportation  
Attn: Governor's Highway Safety Representative  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

The vendor shall proceed diligently with the performance of the work in accordance with the contract and in accordance with the decision(s) resulting from dispute resolution.

Conferences may be held at the request of any party to this contract. Representatives of the University, Florida Department of Transportation, or the U.S. Department of Transportation (USDOT), or all the above, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

Subject to the limitations of Section 768.28, Florida Statutes, the vendor and any subcontractors that are party to this contract shall be required to defend, hold harmless and indemnify the University, the Florida Department of Transportation, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of the vendor, its contractor, consultant, agents and employees. The vendor and its contractors, consultants, agents, or employees shall be liable for any loss of, or damage to, any material purchased or developed under this contract which is caused by the vendor and its contractors, consultants, agents, or employees failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise. The parties executing this contract specifically agree that no provision in this contract is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

#### Disadvantaged Business Enterprises (DBE)

(a) The vendor and its contractors, consultants, agents, or employees agree to the following assurance:

The vendor, its contractors, consultants, agents, or employees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The vendor shall take all necessary and reasonable steps under 49 CFR, Part 2 to ensure nondiscrimination in the administration of USDOT assisted contracts. Implementation of this contract is a legal obligation and failure to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the sub-recipient, its implementing agency, or the Department deems appropriate. Upon notification to the vendor of its failure to carry out its approved contractual services, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The vendor and its contractors, consultants, agents, or employees agree to include the following assurance in each subcontract with a consultant or contractor and to require the consultant or subcontractor to include this assurance in all subsequent contracts:

The vendor, and its contractors, consultants, agents, or employees agree to comply and require consultants and subcontractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

No funds contracted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies. Section 216.347, Florida Statutes.

None of the funds under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

If any provision of this contract is held invalid, the remainder of this contract shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

Outreach items cannot be freely distributed to the public without any action on a vendors part. Persons receiving outreach items should interact with the vendor in some manner related to the goal of the contract to receive them. The results of each interactive activity must be reported in the monthly performance report.

For contracts in excess of \$100,000 the vendor and its contractors, consultants, agents, or employees agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), herein incorporated by reference. The vendor shall include this provision in all subcontract awards in excess of \$100,000.

The vendor and its contractors, consultants, agents, or employees agree that the University shall find the vendor and its contractors, consultants, agents, or employees ineligible for future funding for any of the following reasons:

- o Failure to provide the required audits
- o Failure to provide required reports in the required time frame
- o Failure to perform work described in the contract scope of services
- o Providing fraudulent reports or invoices
- o Misuse of materials or equipment provided through this contract

Each vendor and its contractors, consultants, and/or agents, shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the vendor and/or contractor, consultant, or agent and made available for review if requested.

No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this contract, or any project, program, or activity that receives or benefits from this contract. The vendor and its contractors, consultants, agents, or employees agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference.

Vendors shall

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract;
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The vendor and its contractors, consultants, agents, or employees unilaterally agree to comply with all State and Federal Regulations referenced within and pursuant to this contract.

Vendors will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects) 500-065-01 SAFETY 04/17 19
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)
- (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally funded or not)
- (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
- (h) Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations); and
- (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, US DOT or NHTSA
- (d) That, in event a vendor fails to comply with any nondiscrimination provisions in this contract, the University will have the right to impose such contract sanctions as it, the Florida Department of Transportation, or USDOT determine are appropriate, including but not limited to withholding payments to the vendor under the contract/agreement until the vendor complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part
- (e) To insert this clause, including paragraphs "a" through "e", in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this contract

The vendor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. 500-065-01 SAFETY 04/17 20 49. Certification Regarding Federal Lobbying. The vendor certifies, to the best of his or her knowledge and belief, that:

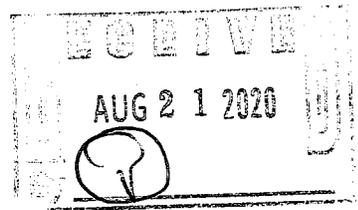
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 1. Name: Rachel Homza Home: \_\_\_\_\_
- 2. Home Address: 101 9<sup>th</sup> Ave Apt C Cell Phone: 407-415-4700
- 3. Email: rachelhomzaslp@yahoo.com
- 4. Business: \_\_\_\_\_ Business Phone: \_\_\_\_\_
- 5. Business Address: \_\_\_\_\_
- 6. Resume of Education and Experience: \_\_\_\_\_  
(Use additional sheets or submit resume if you prefer)
- 7. Are you a registered voter? Yes ✓ No \_\_\_\_\_
- 8. Are you a resident of the Town? Yes ✓ No \_\_\_\_\_
- 9. Do you hold a public office? Yes \_\_\_\_\_ No ✓
- 10. Do you serve on a Town Board at present? Yes \_\_\_\_\_ No ✓
- 11. If yes, which Board/Committee? \_\_\_\_\_

12. PLEASE NUMBER THE BOARDS OR COMMITTEES OF INTEREST TO YOU, IN ORDER OF PREFERENCE:

- \_\_\_\_\_ \*BOARD OF ADJUSTMENT
- \_\_\_\_\_ \*BUDGET & FINANCE COMMITTEE
- \_\_\_\_\_ CIVIL SERVICE BOARD
- \_\_\_\_\_ \*CODE ENFORCEMENT BOARD
- \_\_\_\_\_ HERITAGE COMMITTEE
- \_\_\_\_\_ \*PENSION BOARD OF TRUSTEES POLICE/FIRE
- \_\_\_\_\_ \*PENSION BOARD OF TRUSTEES GENERAL EMPLOYEES
- 1 \_\_\_\_\_ PLAYGROUND ADVISORY COMMITTEE – *New! Residents and nonresidents may apply.*
- \_\_\_\_\_ \*ZONING & PLANNING BOARD
- \_\_\_\_\_ PARKS, RECREATION AND BEAUTIFICATION COMMITTEE



\*Florida Statute requires Financial Disclosure Form upon appointment.

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

I work with children with disabilities and am interested in helping make Indialantic accessible for those with physical limitations & communication disorders

SIGNATURE: Rachel Homza DATE: 8/20/2020

Please submit completed applications to: Town of Indialantic, 216 Fifth Avenue, Indialantic, Florida 32903

NOTE: If you have any questions on the above, please call the Town Clerk's office at 321-723-2242.

# RACHEL HOMZA

## EDUCATION

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2015                                      University of South Florida                                      Tampa, FL  
*Master of Science, Speech-Language Pathology*  
 Assisted in research in bilingual literacy and completed an elective course in bilingualism, leading a bilingual literacy night for local migrant families.

2013                                      University of Florida                                      Gainesville, FL  
*Bachelor of Science, Communication Sciences and Disorders*  
*Minor: Education*  
 Completed all available courses in American Sign Language. Social chairperson for National Student Speech Language Association. Studied abroad in Malaga, Spain, completing coursework in Spanish literature and grammar, and living with a local Spanish family.

## WORK EXPERIENCE

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3/2020 – now                                      Taylor Made Therapies                                      Melbourne, FL  
*Pediatric Speech Language Pathologist*  
 • Provided evaluation and treatment via teletherapy and in person alongside a multidisciplinary therapy team with a caseload emphasis on speech sound disorders and language impairment secondary to Autism Spectrum Disorder

3/2018 – now                                      Sunshine Physical Therapy Clinic                                      Vero, FL  
*Pediatric Speech Language Pathologist*  
 • Served children ages 0-20 with a variety of communication disorders as part of a multidisciplinary team of occupational therapy, physical therapy, and speech-language therapy  
 • Primary evaluating therapist for speech department, supervising two SLP assistants.  
 • Continuing Education focused on Augmented and Alternative Communication (AAC)

3/2017 – 8/2018                                      Diana G. Masker and Associates                                      Melbourne, FL  
*Pediatric Speech Language Pathologist*  
 • Evaluated and treated a variety of pediatric communication disorders in office and in community including: vocal nodules, traumatic brain injury, autism, phonological processing disorder, dysarthria, and down syndrome, with emphasis on caregiver education

[RACHELHOMZASLP@YAHOO.COM](mailto:RACHELHOMZASLP@YAHOO.COM)

INSTAGRAM: @RACHEL.THE.SLP

101 NINTH AVE. APT C • INDIALANTIC, FL 32903 •

APPLICATION TO SERVE ON TOWN BOARDS

- 1. Name: Laura Baughn Home Phone: 321-431-8354
2. Home Address: 460 Watson Dr.
3. Business: Bus. Phone:
4. Business Address:
5. Resume of Education and Experience: Bachelor Degree
6. Are you a registered voter? Yes No
7. Are you a resident of the Town? Yes No
8. Do you hold a public office? Yes No
9. Do you serve on a Town Board at present? Yes No



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

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

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

As a parent with two elementary school kids as well as previously being a preschool teacher, I am well equipped to know what our town needs

SIGNATURE: [Signature] DATE: 10/20/19
Email: laura.baughn@gmail.com
Do you wish to subscribe to the Town of Indialantic's email list? Yes No

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

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

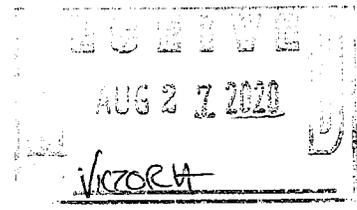
\*Florida Statute requires Financial Disclosure Form upon appointment.

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

1. Name: Rosie Amoroso Home: \_\_\_\_\_
2. Home Address: 498 S River Oaks Dr, 32903 Cell Phone: (206) 660-5907
3. Email: rosie.s.amoroso@gmail.com
4. Business: Homemaker Business Phone: \_\_\_\_\_
5. Business Address: \_\_\_\_\_
6. Resume of Education and Experience: BA Degree, Work Experience in Health + Human Services - stay at Home Mom since 2012  
(Use additional sheets or submit resume if you prefer)
7. Are you a registered voter? Yes  No \_\_\_\_\_
8. Are you a resident of the Town? Yes \_\_\_\_\_ No Unincorporated Brevard
9. Do you hold a public office? Yes \_\_\_\_\_ No
10. Do you serve on a Town Board at present? Yes \_\_\_\_\_ No
11. If yes, which Board/Committee? \_\_\_\_\_

12. PLEASE NUMBER THE BOARDS OR COMMITTEES OF INTEREST TO YOU, IN ORDER OF PREFERENCE:

- \_\_\_\_\_ \*BOARD OF ADJUSTMENT
- \_\_\_\_\_ \*BUDGET & FINANCE COMMITTEE
- \_\_\_\_\_ CIVIL SERVICE BOARD
- \_\_\_\_\_ \*CODE ENFORCEMENT BOARD
- \_\_\_\_\_ HERITAGE COMMITTEE
- \_\_\_\_\_ \*PENSION BOARD OF TRUSTEES POLICE/FIRE
- \_\_\_\_\_ \*PENSION BOARD OF TRUSTEES GENERAL EMPLOYEES
- 1 \_\_\_\_\_ PLAYGROUND ADVISORY COMMITTEE - *New! Residents and nonresidents may apply.*
- \_\_\_\_\_ \*ZONING & PLANNING BOARD
- \_\_\_\_\_ PARKS, RECREATION AND BEAUTIFICATION COMMITTEE



\*Florida Statute requires Financial Disclosure Form upon appointment.

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

My kids and I have visited many playgrounds. I have experience with fundraising for Indialantic PTO.

SIGNATURE: Rosie Amoroso DATE: 8/24/2020

Please submit completed applications to: Town of Indialantic, 216 Fifth Avenue, Indialantic, Florida 32903

NOTE: If you have any questions on the above, please call the Town Clerk's office at 321-723-2242.

**SUBJECT: Public Hearings for adoption of the Tentative Millage Rate and Tentative Budget for Fiscal Year 2020-2021**

**Staff Report – Town of Indialantic      Meeting Date:    September 9, 2020**

**Summary:**

**Millage Rate** – Per the Truth in Millage (TRIM) regulations, the Council shall first discuss the percentage increase in millage over the rolled-back rate needed to fund the budget and the reason ad valorem tax revenues are increasing.

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.

Be advised, once the proposed millage is set, it cannot be increased; however, it may be reduced at either public hearing.

**Budget** –The tentative fiscal year budget is \$6,429,479, with a general fund budget of \$4,323,389.

**Recommendation:**

Discuss the percentage increase in millage over the rolled-back rate needed to fund the budget. Adopt tentative millage rate.

Discuss the fiscal year 2020-2021 tentative budget. Adopt tentative budget.

MOTION #1: Adopt the Town of Indialantic tentative millage rate of 6.0923 which is 6.10% over the rolled-back rate of 5.7423.

MOTION #2: Adopt the Town of Indialantic tentative fiscal year 2020-2021 budget in the amount of \$6,429,479 with a general fund budget of \$4,323,389.

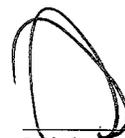
ANNOUNCE: The final public hearing to adopt the final millage rate and budget will be on Monday, September 21, 2020 at 5:30 p.m. via Zoom Webinar.

Submitted by:



Rebekah Raddon, Town Clerk

Approved for agenda:



Michael Casey, Town Manager

# INDIALANTIC

## FY-21 PROPOSED BUDGET

August 13, 2020

**MEMORANDUM**

TO: Mayor &amp; Council

FROM: Michael L. Casey  
Town Manager

RE: FY-21 Budget

DATE: August 11, 2020

The proposed FY-21 Budget for the Town of Indialantic is provided setting forth a total budget of \$6,429,479 with the General Fund portion being \$4,323,389, the Enterprise Fund portion being \$404,610, and the Bond Fund portion being \$1,701,480. The recommended millage rate is 6.0923 which is two and four tenths percent (2.4%) above the FY-20 millage rate of 5.9484.

The FY-20 approved budget is \$7,449,393 with the General Fund portion being \$4,229,804, the Enterprise Fund portion being \$396,042, and the Bond Fund portion being \$2,823,547.

The various funds cover different operations of the Town. The General Fund portion addresses the costs of the routine operation of governmental services by the Town. This includes the cost to provide police and fire/rescue services. Additionally, it covers public works, planning and engineering consultant costs, as well as legal representation for the Town. The Enterprise Fund addresses the cost of providing beach access for the general public. The Bond Fund covers the revenue and expenditure of monies related to the one-mill needed to retire the debt for monies borrowed to address storm sewer pipe failures and the poor condition of the pipes (note: debt to be retired within ten years from date of issuance).

While the overall budget proposes few changes, points of interest might center on the following:

- 1) the Town Council approved hiring of a lobbyist to begin next fiscal year, the increase in professional services (513.3210) is to cover these services;
- 2) the Town Council approved the codification process of town code to make sure it has been properly updated and available electronically, this is reason for increase funding in codification (519.4710);

- 3) the County which maintains the 800 mhz radio system has increased the cost for users is the increased line item (521.4120);
- 4) replacing one police car that went out of service this fiscal year, a 2012 Chevy that has been surplused this fiscal year, new vehicle will be put in service in the 2020-2021 fiscal year (521.6400);
- 5) with new regulations with the fire department that involves bunker gear, the requirement is with replacement every ten years and laundering twice a year and after every fire and increase in this line item to cover mandated cost (522.5200);
- 6) include the local share of costs (522.5260) needed should the Fire department be able to secure a grant to replace the existing emergency generator for the fire house;
- 7) purchase of a paint stripping machine to help stripe areas needed and mark spaces at beach, this is service we currently pay for and will save money by buying equipment for public works to complete task (541.5260);
- 8) replacing the pick-up truck used at the beach—an older truck will be rotated to the beach, the existing 2004 Ford Ranger pick-up will be deemed surplus and the new truck pressed into service (541.6400);
- 9) fully fund the local share as anticipated today for the Fifth Avenue median landscaping effort (541.7610);
- 10) the Town will need to implement some of the Comprehensive Plan goals and objectives particularly as they relate to storm surge and sea level rise as reflected in recent Comprehensive Plan adjustments (515.3100 and 515.3110);
- 11) purchase one kiosk for Wavcrest to replace some parking meters (545.6400);
- 12) the Bond Fund portion of the budget reflects the collection of a mill to address the need to meet principal and interest payments on the borrowed money as well as the Town's efforts to proceed with replacing the pipes under pavement, addressing obvious pipe failure, and focusing on the individual basin outfalls (which includes replacing pipes to channel water toward the outfall and efforts to treat the water);
- 13) The roof within the town hall complex have some areas which are original roofs with only repairs, we have replaced a few sections and need to continue replacement for safety reasons, also air conditioner units are aging needing replacement (590.1000)

The Town's Budget and Finance Committee met July 21, 2020 and unanimously recommended that Council set the FY-21 millage at 6.0923 with an additional mill for the Bond Fund.

# **TOWN OF INDIALANTIC**

## **PROPOSED BUDGET**

**OCTOBER 1, 2020 - SEPTEMBER 30, 2021**

## **INDIALANTIC TOWN COUNCIL**

**Dave Berkman, Mayor**

**Stuart Glass, Deputy Mayor**

**Simon Kemp, Councilmember**

**Julie McKnight, Councilmember**

**Doug Wright, Councilmember**

## **BUDGET AND FINANCE COMMITTEE**

**Lorraine Schulte, Chairperson**

**Karen Turja, Member**

**Vince Benevente, Member**

**Bruce Bogert, Member**

**Mike Melhado, Member**

**Michael Casey, Town Manager**

**Rebekah Raddon, Town Clerk**

**Jennifer Small, Finance Director**

**2020/2021 BUDGET  
Personnel Schedule**

<b>Department</b>	<b>Position Classification</b>	<b>19/20 Current</b>	<b>New</b>	<b>20/21 Total</b>
Administrative	Town Manager	1	0	1
	Town Clerk	1	0	1
	Finance Director	1	0	1
	Administrative Assistant	2	0	2
Police	Police Chief	1	0	1
	Office Manager	1	0	1
	Administrative Assistant	1	0	1
	Police Sergeant	3	0	3
	Police Officer	6	0	6
	Police Detective	1	0	1
	Community Policing Officer	1	0	1
	Senior Communications Officer	1	0	1
	Communications Officer	3	0	3
	Communications Officer (PT)	4	0	4
	School Crossing Guard (PT)	1	0	1
	Fire	Fire Chief	1	0
Fire Fighter/Paramedic		3	0	3
Fire Fighter/EMT		3	0	3
Fire Fighter (Volunteer)		13	3	16
Protective Inspection	Building Official/Code Enforcement	1	0	1
Public Works	Public Works Director	1	0	1
	Maintenance Worker II	1	0	1
	Maintenance Worker	4	0	4
	Maintenance Worker (PT)	1	0	1
	Parking Enforcement (PT)	3	1	4
Total Full Time		37	0	37
Total Part Time		9	1	10
Total Volunteer		<u>13</u>	<u>3</u>	<u>16</u>
Total		<u>59</u>	<u>4</u>	<u>63</u>

**TOWN OF INDIALANTIC**  
**BUDGET PREPARATION AND ADOPTION SCHEDULE**  
**FISCAL YEAR 2020/2021**

**MAY**

29 Proposed budgets submitted by Department Heads

**JUNE**

30 Certification of taxable value by Property Appraiser (form 420)

**JULY**

21 Budget and Finance Committee meeting

8 Town Council meeting - set proposed millage rate

9 Notification to Property Appraiser of the proposed millage rate, rolled-back rate, and date, time and place of the tentative budget hearing (DR 420)

**AUGUST**

12 Town Council budget workshop – 6:00 p.m.

NLT 24 Property Appraiser mails notice of proposed property taxes (DR 474 trim notice)

**SEPTEMBER**

9 First tentative budget and millage rate public hearing (7:00 p.m.)

18 Advertise the tentative budget and millage rate

21 Second public hearing - adopt final millage and budget (5:30 p.m.)

22 Mail copy of millage resolution to Property Appraiser, the Tax Collector and the Department of Revenue

After the value adjustment board Property Appraiser delivers form DR 422 (final adjusted tax roll)

Within 3 days of the above Complete and certify form DR 422 and deliver to Property Appraiser

**OCTOBER**

22 Complete and submit form DR 487 with TRIM compliance package within 30 days following the final budget hearing

## FUNDS

The Town's operating budget is divided into different funds. Each fund is considered a separate accounting entity with resources allocated based on the purposes for which they are to be used. In effect, the Town has several distinct budgets which must be balanced separately within the one operating budget. The Town's funds are:

**General Fund** - This fund is the general operating fund of the Town. All general tax revenues and other revenues that are not allocated by law or contractual agreement to another fund are received into the general fund. General operating expenditures, fixed charges and capital improvement costs that are not paid through other funds are paid from the general fund.

**Debt Service Fund** - This fund is used to account for the accumulation of resources for, and the payment of, principal and interest on general long-term debt, other than bonds payable from the operations of enterprise funds.

**Enterprise Fund** - This fund is used to account for operations that provide service to citizens, financed primarily by a user charge. The net income is measured on a periodic basis and deemed appropriate for capital maintenance, public policy, management control, accountability or other purposes.

**Trust and Agency Funds** - These funds are used to account for assets held by the Town as trustee or agent for individuals, private organizations, other governmental units and/or other funds.

**Special Investigative Trust Fund** - Monies seized by law enforcement officers in connection with drug activities pursuant to Florida statutes.

## REVENUE SOURCES

The Town's municipal revenues are utilized to pay for the services provided to its citizens.

Revenues collected by the Town are ad valorem taxes, municipal utility taxes, franchise fees, user fees, intergovernmental revenues, local option taxes, occupational license taxes, fines and forfeitures, investment income, contributions and donations, miscellaneous revenue, assessments and grants. A general description of each follows:

**Ad Valorem Property Taxes** - The property tax is the only local tax source authorized by the Constitution of the State of Florida and it is capped at 10 mills. The property tax is based on the value of real and personal property. The value of residential property represents only the value of the real estate, which includes buildings and improvement; while commercial property includes these values in addition to all relevant personal property. Example: If the single family median taxable value is \$132,000 after exemptions the number should be multiplied by 6.0923 mills, then divided by 1,000 to reach the Town ad valorem tax amount - \$804.18.

**Municipal Utility Taxes** - The municipal utility tax is levied by the municipality on specific utility services and collected by the utility provider through the utility bill, even if the provider is the municipality itself. The Communications Services Tax (also referred to as Telecommunications Tax) has replaced utility taxes on telephone service and cable providers.

**Franchise Fees** - The franchise fee is levied on a company or utility for the privilege of doing business within the municipality's jurisdiction and/or for utilizing municipal rights-of-way to do business. The Communications Services Tax (also referred to as Telecommunications Tax) has replaced franchise fees from telephone and cable television service providers.

**User Fees** - User fees are voluntary payments based on direct, measurable consumption of publicly provided goods and services.

**Intergovernmental Revenues** - These revenues are collected by one government, typically the State, and shared with other governmental units. State-shared revenue programs require the local government to meet specific conditions in order to receive such monies and to spend the monies for specific purposes.

**Local Option Taxes** - These taxes may only be levied in those municipalities where statutory requirements for their imposition have been met. The Town receives local option gasoline taxes and infrastructure sales tax under this option.

**Business Tax Receipts** - The business tax is levied for the privilege of engaging in or managing any business, profession or occupation within the jurisdiction of the Town.

**Fines and Forfeitures** - These receipts are collected from fines and penalties imposed for the commission of statutory offenses, violation of lawful administrative rules and regulations, and for neglect of official duty.

**Investment Income** - Investment income is derived from the investment of cash receipts and idle funds through cash management.

**Contributions and Donations** - Monies received from various sources such as gifts, pledges, requests or grants from non-governmental entities.

**Assessment** - Revenue generated for certain public improvements authorized by Section 170.01, Florida Statutes which is levied on individual property based on benefit.

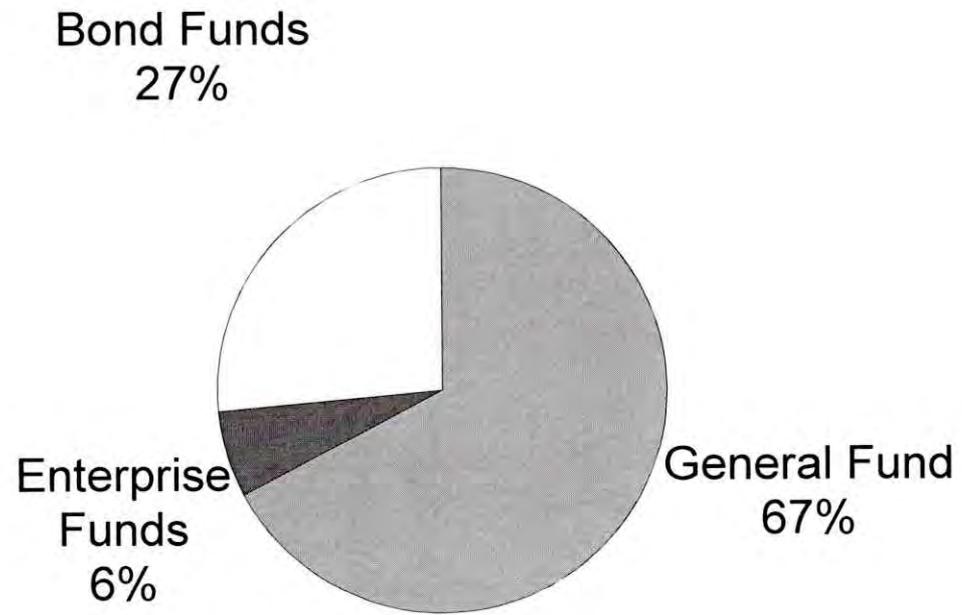
**Grant** - Revenues received by various entities to fund in full or in part certain projects.

**Miscellaneous Revenue** - Miscellaneous revenues may be received from a variety of other non-designated sources that do not fit any of the aforementioned categories.

2020/2021 BUDGET BY DEPARTMENT

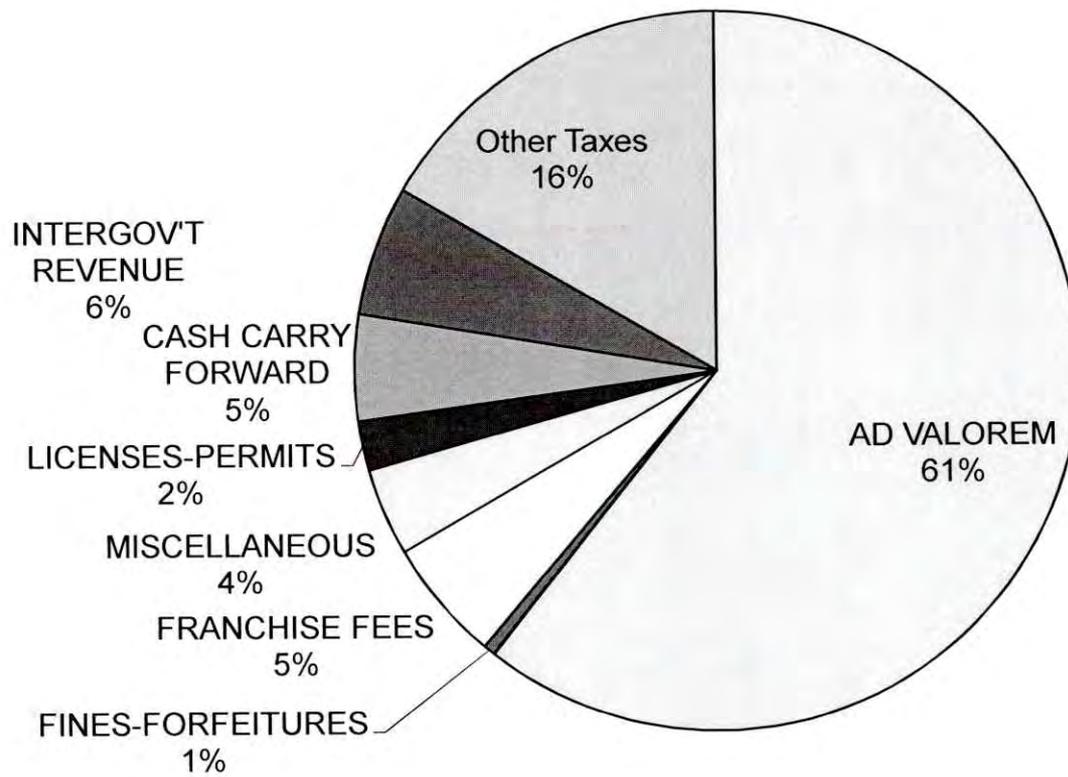
GENERAL FUND					
Department	Personnel	Operating	Capital	Transfer/Reserve	Total
Town Council	10,335	3,610	-	-	13,945
Administration	363,741	14,400	-	-	378,141
Professional Services	-	151,875	-	-	151,875
Other General Services	46,000	184,005	-	-	230,005
Law Enforcement	1,478,050	133,385	49,995	-	1,661,430
Fire Control	729,206	70,448	-	-	799,654
Protective Inspection	140,451	12,190	-	-	152,641
Roads, Streets, Parks	336,414	444,695	63,989	-	845,098
Recreation/Beautification	-	30,600	-	-	30,600
Capital Improvement	-	-	60,000	-	60,000
<b>TOTAL GENERAL FUND</b>	<b>3,104,197</b>	<b>1,045,208</b>	<b>173,984</b>	<b>-</b>	<b>4,323,389</b>
ENTERPRISE FUND					
Department	Personnel	Operating	Capital	Transfer	Total
Enterprise 1	103,347	185,887	8,000	2,566	299,800
Enterprise 2	24,812	79,998	-	-	104,810
<b>TOTAL</b>	<b>128,159</b>	<b>265,885</b>	<b>8,000</b>	<b>2,566</b>	<b>404,610</b>
TRUST AND AGENCY FUNDS					
Department	Personnel	Operating	Capital	Transfer	Total
Debt Service Fund	-	426,943	-	-	426,943
Construction Fund	-	1,274,537	-	-	1,274,537
<b>TOTAL</b>	<b>-</b>	<b>1,701,480</b>	<b>-</b>	<b>-</b>	<b>1,701,480</b>
	Personnel	Operating	Capital	Transfer	Total
<b>TOTAL ALL FUNDS</b>	<b>3,232,356</b>	<b>3,012,573</b>	<b>181,984</b>	<b>2,566</b>	<b>6,429,479</b>

# 20/21 BUDGET SUMMARY



## GENERAL FUND

2020-2021  
REVENUES



REVENUES

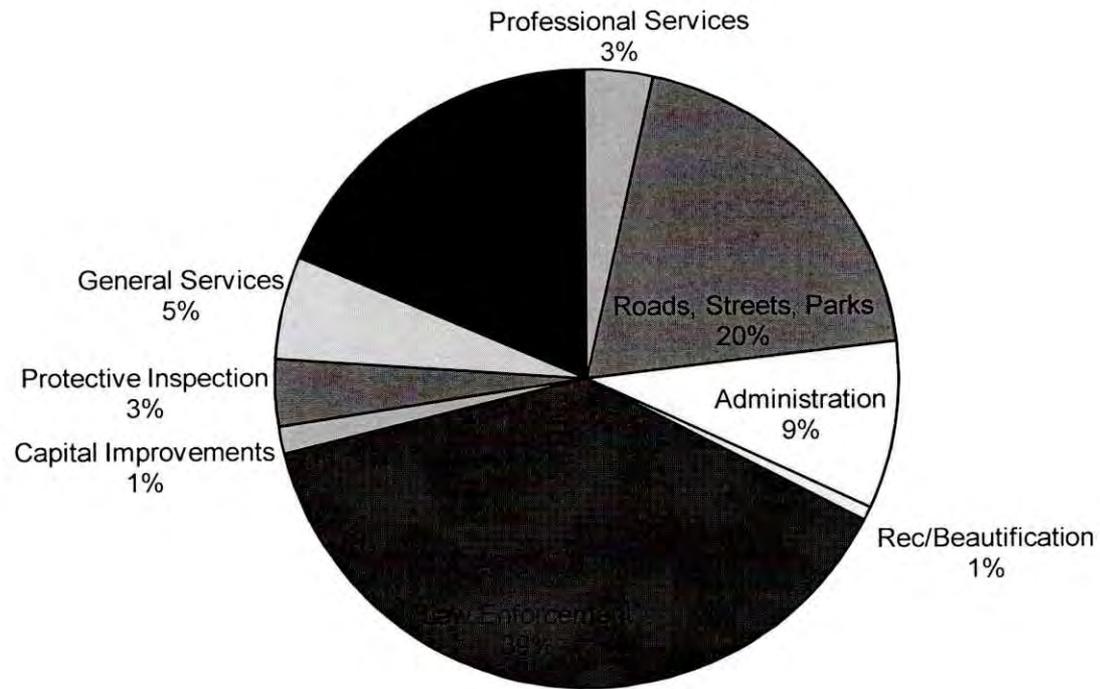
GENERAL FUND		19-20	20-21
ACCT	TAXES	ADOPTED	PROPOSED
311.1000	Ad Valorem Taxes	2,466,502	2,621,981
312.4000	Local Option Gas Tax	115,000	126,000
312.5100	Fire Insurance Premium Tax (Pension)	39,000	39,000
312.5200	Casualty Insurance Premium Tax (Pension)	41,000	41,000
323.1000	Electric Franchise Fee	200,000	186,750
323.7000	Solid Waste Franchise Fee	47,000	50,000
314.1000	Electric Utility Tax	288,000	271,750
314.3000	Water Utility Tax	61,000	61,000
314.4000	Gas Utility Tax	10,000	9,000
323.3200	Telecommunications Tax	163,000	167,000
	<b>Total Taxes</b>	<b>3,430,502</b>	<b>3,573,481</b>
	LICENSES-PERMITS		
316.0000	Business Tax	31,000	31,000
322.1000	Building Permits	60,000	65,000
	<b>Total Licenses &amp; Permits</b>	<b>91,000</b>	<b>96,000</b>
	INTERGOVERNMENTAL REVENUE		
335.1200	State Revenue Sharing Proceeds	80,000	80,000
335.1500	Alcoholic Beverage Licenses	3,300	3,300
335.1800	Local Government Half-Cent Sales Tax	174,000	150,000
338.1100	County Business Tax	1,500	1,300
338.1200	League of Cities Safety Grant	2,948	2,948
338.1300	Local Law Enforcement Grant	1,000	-
338.1600	FDOT Maintenance	6,772	8,000
338.1610	FDOT Signal Maintenance	7,075	7,653
	<b>Total Intergovernmental</b>	<b>276,595</b>	<b>253,201</b>

REVENUES

GENERAL FUND		19-20	20-21
ACCT	SERVICE CHARGES	ADOPTED	PROPOSED
341.2000	Variance Fees	800	800
341.4000	Copying	500	500
	<b>Total Charges for Services</b>	<b>1,300</b>	<b>1,300</b>
FINES-FORFEITURES			
351.1000	Judgments and Fines	24,000	20,000
351.2000	Surplus Property	1,000	1,000
351.3000	Police Education Fund	2,500	2,500
	<b>Total Fines &amp; Forfeitures</b>	<b>27,500</b>	<b>23,500</b>
MISCELLANEOUS			
366.1000	Miscellaneous Income	25,303	25,303
369.2000	Harris Recycling	3,600	3,600
382.1000	Contributions - Enterprise Operations	124,204	124,204
382.4000	Witch Way 5k	15,000	15,000
382.5000	Pavers	1,000	1,500
387.0035	Cash Carry Forward	233,800	206,300
	<b>Total Miscellaneous</b>	<b>402,907</b>	<b>375,907</b>
	<b>TOTAL GENERAL FUND</b>	<b>4,229,804</b>	<b>4,323,389</b>

**GENERAL FUND EXPENDITURES  
2020/2021**

**BY DEPARTMENT**



EXPENDITURES

SUMMARY			
ACCT	NAME	18-19	19-20
		ADOPTED	ADOPTED
511	Town Council	16,528	13,945
514	Professional Services	107,375	151,875
541	Roads, Streets, Parks	868,967	845,098
513	Administration	357,168	378,141
572	Rec/Beautification	30,600	30,600
521	Law Enforcement	1,615,100	1,661,430
590	Capital Improvements	30,000	60,000
524	Protective Inspection	194,549	152,641
519	General Services	210,205	230,005
522	Fire Control	799,312	799,654
	<b>TOTAL</b>	<b>4,229,804</b>	<b>4,323,389</b>

EXPENDITURES

GENERAL FUND			
	TOWN COUNCIL		
		19-20	20-21
ACCT.	NAME	ADOPTED	PROPOSED
511.1200	Council Compensation	12,000	9,600
511.2100	Fica	918	735
	<b>Subtotal</b>	<b>12,918</b>	<b>10,335</b>
511.4000	Functions/Travel	3,510	3,510
511.5100	Photos/Plaques	100	100
	<b>Subtotal</b>	<b>3,610</b>	<b>3,610</b>
	<b>TOTAL</b>	<b>16,528</b>	<b>13,945</b>

## ADMINISTRATION

This Department is responsible for the day-to-day operation of the Town and provides a central point of contact for the public. Administration coordinates the financial operation of the Town, administers the merit pay system, processes payroll and benefits, administers the Town's Personnel/Civil Service Manual, supervises municipal elections, updates the Code of Ordinances and is custodian of the Town's official records.

Administration also issues business tax receipts, publishes the quarterly newsletter and provides current information for the Town's website. In addition, the Department provides administrative support for the Town Council, Boards and Committees and other departments.

Personnel consist of the Town Manager, Town Clerk, Finance Director and two full-time Administrative Assistants.

FY-21 Personnel Related	\$ <u>363,741</u>
Operating	\$ <u>14,400</u>
Capital	\$ <u>0</u>
TOTAL	\$ <u>378,141</u>

EXPENDITURES

GENERAL FUND			
ADMINISTRATION			
		19-20	20-21
ACCT.	NAME	ADOPTED	PROPOSED
513.1200	Salaries	246,246	264,371
513.1400	Overtime	500	500
513.2100	Fica	18,838	20,272
513.2200	Retirement	37,768	36,306
513.2300	Life/Health Insurance	39,604	41,432
513.2400	Workers' Comp	860	860
	<b>Subtotal</b>	<b>343,816</b>	<b>363,741</b>
513.4000	Functions/Travel	3,156	4,000
513.4100	Telephone	3,150	3,400
513.4600	Equipment Maintenance	400	400
513.4650	Computer Maintenance	800	800
513.4700	Printing	500	500
513.5100	Office Supplies	4,246	4,200
513.5400	Dues/Memberships	1,100	1,100
	<b>Subtotal</b>	<b>13,352</b>	<b>14,400</b>
	<b>TOTAL</b>	<b>357,168</b>	<b>378,141</b>

EXPENDITURES

GENERAL FUND			
		PROFESSIONAL SERVICES	
		19-20	20-21
ACCT.	NAME	ADOPTED	PROPOSED
LEGAL SERVICES			
514.3100	Legal Fees	40,000	50,000
514.3110	Labor Attorney	4,000	18,000
	<b>Subtotal</b>	<b>44,000</b>	<b>68,000</b>
ENGINEERING SERVICES			
552.3100	Professional Services	2,000	3,500
	<b>Subtotal</b>	<b>2,000</b>	<b>3,500</b>
FINANCIAL MANAGEMENT			
513.3200	Audit	18,975	22,975
513.3210	Professional Services	13,000	28,000
513.3220	Bookkeeping	9,400	9,400
516-3110	Web maintenance	2,000	2,000
	<b>Subtotal</b>	<b>43,375</b>	<b>62,375</b>
PLANNING SERVICES			
515.3100	Professional Services	11,000	11,000
515.3110	Comprehensive Plan	7,000	7,000
	<b>Subtotal</b>	<b>18,000</b>	<b>18,000</b>
	<b>TOTAL</b>	<b>107,375</b>	<b>151,875</b>

EXPENDITURES

GENERAL FUND			
OTHER GENERAL GOVERNMENT SERVICES			
		19-20	20-21
ACCT.	NAME	ADOPTED	PROPOSED
519.1200	Personnel Related Expenses	45,000	45,000
519.2500	Unemployment	1,000	1,000
	<b>Subtotal</b>	<b>46,000</b>	<b>46,000</b>
519.4100	Postage	3,000	3,000
519.4110	United Parcel Service	1,000	1,000
519.4310	Electricity	5,400	5,400
519.4315	Water/Sewer	500	500
519.4500	Insurance	116,505	134,505
519.4610	Safety Committee - repairs/maintenance	200	200
519.4620	Building cleaning/maintenance	2,000	1,000
519.4650	Computer maintenance	10,300	10,300
519.4700	Newsletter	4,000	4,000
519.4710	Codification	200	6,000
519.4930	Election Expense	5,000	1,000
519.4950	Legal Notices	5,000	6,000
519.5200	Copier Expense	2,000	2,000
519.5210	Maintenance Supplies	100	100
519.5220	Computer Supplies	1,100	1,100
519.5400	Books/Subscriptions/Dues	1,400	1,400
519.5500	Training/Education	6,500	6,500
	<b>Subtotal</b>	<b>164,205</b>	<b>184,005</b>
519.9000	Reserve	-	-
	<b>Subtotal</b>	<b>-</b>	<b>-</b>
	<b>TOTAL</b>	<b>210,205</b>	<b>230,005</b>

## POLICE DEPARTMENT

The Indialantic Police Department is a full time operation, providing police and dispatch services 24 hours a day, 365 days a year. In calendar year 2019 the Department recorded 9,277 calls for service.

The Department consists of 18 full time employees and 6 part-time employees. Sworn law enforcement personnel include the Chief of Police, 3 Sergeants, 1 Detective and 6 Patrol officers and 1 Community Policing Officer. The Communications Center includes 1 Senior Communications Officer, 3 Communications Officers, and 5 part-time Communications Officers. The full-time Office Manager (records, property and evidence), 1 full-time Administrative Assistant and 1 part-time School Crossing Guard complete the compliment of employees.

The vehicle fleet includes 7 marked police sedans, 1 marked supervisor vehicle (SUV), 1 unmarked detective vehicle, 1 unmarked vehicle for the Chief of Police and 2 police bicycles. Combined patrol mileage for the last year was approximately 52,800 miles.

The Police Department is responsible for providing the following services:

- Response to calls for police services
- Enforcement of applicable federal, state and local laws
- Investigation of criminal activity
- Traffic enforcement and control
- Crime prevention and public education programs
- Dispatch services for police, fire and public works

Other services provided by the Police Department include vacation house checks, child I.D. and fingerprinting, home and business security surveys, crime prevention and neighborhood watch programs, elderly well-being program, personal property identification and recording program.

*Calendar year	2014	2015	2016	2017	2018	2019
Arrests	329	359	327	361	342	365
Traffic Citations	1803	1,587	1,175	1,927	2,442	1,999
Warnings	1285	1,179	1,391	1,753	2,066	2,308
Sexual Battery	0	2	0	0	0	0
Burglary	11	15	16	11	6	4
Robbery	2	1	1	0	0	0
Assault/battery	31	24	17	16	8	12
Larceny	65	59	59	68	36	48
Auto Theft	1	4	2	4	0	9
Vandalism	12	10	13	15	8	12
Arson	0	0	0	0	0	0
Narcotics	66	60	42	50	106	54
DUI	32	33	18	23	10	12
Alarms	191	203	235	203	139	203
Traffic Crashes	162	179	207	194	152	169
Disturbances	146	193	218	230	166	216
Ordinance Violations	85	112	81	88	74	52
Suspicious Violations	746	888	845	879	719	844
Assists	504	578	580	719	709	687
All Other	1,322	1,352	6,199	5,841	7,339	6,955
<b>Total Calls</b>	<b>3,376</b>	<b>3,713</b>	<b>8,533</b>	<b>8,341</b>	<b>9,472</b>	<b>9,277</b>

FY-21 Personnel Related	\$ 1,478,050
Operating	\$ 133,385
Capital	\$ 49,995
<b>TOTAL</b>	<b>\$ 1,661,430</b>

EXPENDITURES

GENERAL FUND			
		19-20	20-21
ACCT.	NAME	ADOPTED	PROPOSED
	LAW ENFORCEMENT		
521.1200	Salaries	819,362	823,221
521.1210	Part-time salaries	19,000	19,000
521.1220	Holiday	36,000	36,000
521.1230	Crossing Guard	11,261	11,711
521.1400	Overtime	53,000	53,000
521.1500	Special Pay (Incentive)	12,720	12,720
521.2100	Fica	72,950	73,000
521.2200	Retirement- General	36,470	32,747
521.2210	Retirement - Police/Fire Town	135,330	126,444
	State	45,000	45,000
521.2300	Life/Health Insurance	195,085	200,103
521.2400	Workers' Comp.	45,104	45,104
	<b>Subtotal</b>	<b>1,481,282</b>	<b>1,478,050</b>
521.3100	Professional Services	1,100	1,100
521.3110	Medical	1,300	1,500
521.4100	Telephone	8,000	8,000
521.4110	800 MHZ. lines	7,800	9,960
521.4120	800 MHZ. Maintenance	5,848	11,500
521.4310	Electricity	5,300	5,400
521.4315	Water/sewer	450	450
521.4600	Communication Maintenance	4,000	4,000
521.4610	Equipment Maintenance	3,500	3,500
521.4620	Building Cleaning/Maintenance	100	100
521.4630	Vehicle Maintenance	14,000	14,000
521.4650	Computer Maintenance	20,000	20,000
521.4700	Printing	750	750
521.5100	Office Supplies/copier	2,600	2,600
521.5200	Operating Supplies	3,800	3,800
521.5201	Vehicle Fuel	17,000	17,000
521.5210	Uniforms	8,500	8,500
521.5230	Investigative Expenses	5,000	4,500
521.5240	Photographs	100	100
521.5250	Crime Watch Program	300	300
521.5260	Other Equipment	2,500	3,500
521.5400	Memberships	825	825
521.5500	Training	8,000	10,000
521.8000	Law Enf. Grant	2,000	2,000
	<b>Subtotal</b>	<b>122,773</b>	<b>133,385</b>
521.6400	Capital	11,045	49,995
	In-car camera - 6,095		
	Vehicles - 43,900		
	<b>Subtotal</b>	<b>11,045</b>	<b>49,995</b>
	<b>TOTAL</b>	<b>1,615,100</b>	<b>1,661,430</b>

## FIRE RESCUE

The Department of Fire Rescue, established January 18, 1966, is a combination department consisting of seven (7) paid firefighters including the Fire Chief and sixteen (16) volunteer firefighters.

The firehouse is manned 24 hours a day, seven days a week with one (1) Firefighter/Paramedic and one (1) Firefighter/EMT and a reserve of sixteen (16) on-call volunteer firefighters. The Fire Chief is on duty 7:00 am. to 4:00 pm. Monday thru Friday and on call after hours and weekends. All but one of the career firefighters are certified by the state of Florida as Fire Safety Inspectors and are therefore authorized to conduct fire and life safety inspections on commercial and multi-residential properties in accordance with Florida Statute 633.216.

The Departments equipment consists of one (1) 1999 Pierce Pumper; one (1) Crimson 75 ft. Aerial Ladder Truck, one (1) squad, which carries water rescue equipment; one (1) jet ski; one (1) four-wheel drive all-terrain vehicle used for beach rescue; one (1) staff vehicle and one (1) fourteen foot enclosed trailer that houses rescue and recovery tools and equipment.

Indialantic Fire Rescue proudly provides fire suppression, advanced life support emergency medical services, water rescue both in the Indian River Lagoon and the Atlantic Ocean, commercial fire safety inspections, free home fire safety surveys and free blood pressure testing. The fire station is a designated Safe Place for Children, a Safe Baby Point and a community sharps drop-off point.

The Volunteers continue to provide support to the Witch-Way 5K race, the Town's annual Halloween Party, Holiday Tree Lighting Ceremony, Easter Egg Hunt as well as driving Santa around the Town on Christmas Eve.

	FY-13	FY-14	FY-15	FY-16	FY-17	FY-18	FY-19
Building Fires	1	3	6	4	8	4	4
Vehicle Fires	3	1		4	2	3	1
Other Fires	4	5	8	9	18	2	6
Rescue Calls	557	238	305	311	308	365	311
Water Rescues		7	5	24	8	5	9
Vehicle Accidents			37	54	32	37	30
Hazardous Condition Calls	8	11	31	21	49	16	28
False Alarms		22	67	72	41	36	43
Good Intent			6	79	55	41	19
Fire Safety Inspections		282	233	276	232	295	129
Assist Other Agency			58	8	20	19	17
Hydrant Inspections			91	90	90	90	89
Other Type Incidents			68	20	71	62	63
<b>Total Calls</b>	<b>867</b>	<b>932</b>	<b>915</b>	<b>972</b>	<b>934</b>	<b>975</b>	<b>749</b>

FY-21 Personnel Related	\$ <u>729,206</u>
Operating	\$ <u>70,448</u>
Capital	\$ <u>0</u>
<b>TOTAL</b>	<b>\$ <u>799,654</u></b>

EXPENDITURES

GENERAL FUND			
	FIRE RESCUE		
		19-20	20-21
ACCT.	NAME	ADOPTED	PROPOSED
522.1200	Full time Salaries	358,698	366,377
522.1400	Overtime/Holiday/FSLA	91,800	91,800
522.1500	Special Pay (Incentive)	19,420	19,420
522.2100	Fica	35,949	36,536
522.2200	Retirement - Police/Fire - Town	79,968	73,759
	State	32,000	32,000
522.2300	Life/Health Insurance	68,677	63,540
522.2400	Workers' Comp	45,774	45,774
	<b>Subtotal</b>	<b>732,286</b>	<b>729,206</b>
522.3100	Medical Supplies/Equipment	4,200	4,200
522.3110	Infection control	390	390
522.3120	Physicals/Immunizations	3,430	3,430
522.3410	Volunteers	4,300	4,300
522.4100	Telephone	1,290	1,290
522.4120	800 MHZ. Maintenance	3,268	3,382
522.4310	Electricity	5,000	5,000
522.4315	Water/Sewer	1,800	1,800
522.4600	Communications Maintenance	2,580	2,508
522.4610	Equipment Maintenance	4,768	4,848
522.4620	Building Maintenance	3,500	3,500
522.4630	Vehicle Maintenance	8,000	8,000
522.4650	Computer Maintenance	500	500
522.5100	Office Supplies	600	600
522.5200	Operating Supplies	7,500	11,500
522.5201	Vehicle Fuel	3,800	3,800
522.5210	Uniforms	2,500	2,500
522.5260	Other Equipment	-	3,500
522.5400	Books/Subscriptions/Dues	600	900
522.5410	License/permits ALS	2,000	1,000
522.5500	Training	3,500	3,500
	<b>Subtotal</b>	<b>63,526</b>	<b>70,448</b>
522.6400	Capital	3,500	-
	<b>Subtotal</b>	<b>3,500</b>	<b>-</b>
	<b>TOTAL</b>	<b>799,312</b>	<b>799,654</b>

## PROTECTIVE INSPECTION

Protective Inspection includes the building and code enforcement programs for the Town, more commonly referred to as the building department. The building department is administered by the building official. The building official is responsible for administration and enforcement of the Florida Building Code and the Town codes and ordinances regulating building construction activities. This is accomplished through the building permitting and inspections process. The building official also acts as the Town's code enforcement officer, as prescribed by Florida Statute Chapter 162 and the Town code of ordinances. The building official participates in the Town's Technical Review Committee (TRC), which reviews site plan applications, and attends the Town's Zoning and Planning Board, Board of Adjustment and Code Enforcement Board meetings.

Expenditures include funding for the building department office expenses, purchase of code books, training and associated travel expenses, building department vehicle, fuel and maintenance, and department uniforms. These expenses are partially offset by the collection of permit fee revenues. The table below lists data consisting of historical figures of building department activity:

	FY-15	FY-16	FY-17	FY-18	FY-19
No. of permits issued	428	420	491	524	557
Total construction value	9.74m	9.5m	7.87m	11.26m	15.05m
New single family residences	5	9	5	5	4
New commercial buildings	0	1	0	0	1
New multi-family buildings	1	1	0	0	0

FY-21 Personnel Related	\$ <u>140,451</u>
Operating	\$ <u>12,190</u>
Capital	\$ <u>0</u>
TOTAL	\$ <u>152,641</u>

EXPENDITURES

GENERAL FUND			
	PROTECTIVE INSPECTION		
		19-20	20-21
ACCT.	NAME	ADOPTED	PROPOSED
524.1200	Salaries	102,587	104,639
524.2100	Fica	7,848	8,005
524.2200	Retirement	17,471	15,118
524.2300	Life/Health Insurance	9,859	9,845
524.2400	Workers' Comp	2,844	2,844
	<b>Subtotal</b>	<b>140,609</b>	<b>140,451</b>
524.3100	Professional Services	1,000	2,000
524.4100	Telephone	680	680
524.4110	Postage	500	500
524.4630	Vehicle Maintenance	400	400
524.4650	Computer Maintenance	160	160
524.4700	Printing	100	100
524.4910	Permit Surcharge - state	1,000	2,000
524.5100	Office Supplies	200	200
524.5200	Operating Supplies	6,700	2,300
524.5201	Vehicle Fuel	400	400
524.5210	Uniforms	200	200
524.5400	Books/Subscriptions/Dues	600	600
524.5500	Training/Education	2,000	2,650
	<b>Subtotal</b>	<b>13,940</b>	<b>12,190</b>
524.6400	Capital	40,000	-
	<b>Subtotal</b>	<b>40,000</b>	<b>-</b>
	<b>TOTAL</b>	<b>194,549</b>	<b>152,641</b>

## PUBLIC WORKS DEPARTMENT

The Department of Public Works is assigned responsibility to maintain 18.1 miles of Town streets, curbs along portions of streets, sidewalks, a closed and open drainage system, public buildings and grounds, and Town parks. Town personnel patch streets as needed, recommend streets for the annual resurfacing effort and maintain all traffic related signs on Town streets. Assistance is provided through contract services for street resurfacing, removing material from storm sewer inlets, mowing, pest control of certain areas, replacing stormwater pipes, street sweeping, and maintaining building systems.

The Town contracts with Brevard County government to maintain traffic signals and with the Florida Department of Transportation (FDOT) enabling the Town to be compensated for maintaining FDOT rights-of-way other than the driving surface.

The Town has the following park properties: Dewey, Douglas, Gus Carey, Indialantic Ocean Beach, Indian River, Lily, Nance, Orlando, Ernest Kouwen-Hoven Riverside, Sea Park, Sunrise, Vincent Benevente Sunset, Tradewinds, Wavecrest, and Wavecrest Extended. The parks differ in terms of amenities that are provided and the level of care that is required. Additionally, the Town has 445 metered parking spaces.

Staffing is provided as follows: Director, Maintenance Worker II (1), Maintenance Worker I (4), part-time Maintenance Worker I (1), Administrative Assistant, and (4) part-time parking enforcement specialists, (1) part-time maintenance worker I, some positions are necessitated for Enterprise Fund operations.

The department provides required management over the two enterprise funds that address activities at Indialantic Ocean Beach, Nance, Sea (aka Tampa Avenue), and Sunrise parks. The management of the enterprise fund facilities requires personnel to be available to perform a multitude of duties including cleaning restrooms; emptying trash containers; removing litter; maintaining vegetation, facilities, and equipment; and enforcing parking regulations in the parks.

The department functions with the following vehicles/major equipment: four pick-up trucks, dump truck, two slow speed vehicles, tractor, and loader.

FY-21 Personnel Related	\$ <u>336,414</u>
Operating	\$ <u>475,295</u>
Capital	\$ <u>123,989</u>
TOTAL	\$ <u>935,698</u>

EXPENDITURES

GENERAL FUND			
	PUBLIC WORKS		
		19-20	20-21
ACCT.	NAME	ADOPTED	PROPOSED
541.1200	Salaries	194,364	200,953
541.1210	Part-time salaries	12,106	16,564
541.1400	Overtime	2,000	2,000
541.2100	Fica	16,073	16,640
541.2200	Retirement	33,100	29,821
541.2300	Life/Health Insurance	48,046	46,756
541.2400	Workers' Comp	23,680	23,680
	<b>Subtotal</b>	<b>329,369</b>	<b>336,414</b>
541.3100	Contractual services/street sweeping	11,775	11,775
541.3110	Engineering	23,275	23,275
541-3115	Medical	-	500
541.4100	Telephone	600	600
541.4300	Street/Traffic Lights	57,500	57,240
541.4310	Electricity	1,800	1,800
541.4315	Water/Sewer	800	700
541.4400	Equipment Rental	1,000	1,000
541.4600	Traffic Signal Maintenance	6,000	9,000
541.4610	Equipment Repairs	9,000	9,000
541.4615	Generator Maintenance	1,000	1,000
541.4620	Bldg/Grounds Maintenance	7,000	10,000
541.4630	Right-of-way Maintenance	5,000	6,000
541.4640	Street drainage maintenance	9,000	9,000
541.4650	Computer maintenance	400	500
541.5200	Operating Supplies	10,000	12,000
541.5201	Gas & Diesel Fuel	5,400	5,400
541.5210	Uniforms	1,500	2,000
541.5220	Small Tools	1,500	2,000
541.5230	Sign Materials	3,000	3,500
541.5240	Lawn Maintenance Equipment	1,500	2,000
541.5241	Solid waste	300	300
541.5260	Other Equipment	2,000	7,987
541.5500	Training	1,500	1,500
	<b>Subtotal</b>	<b>160,850</b>	<b>178,077</b>
541.6300	Street Improvements	40,000	23,839
541.6310	Street Drainage	50,000	20,150
541.6400	Capital - Truck	22,130	20,000
	<b>Subtotal</b>	<b>112,130</b>	<b>63,989</b>

EXPENDITURES

GENERAL FUND			
	PUBLIC WORKS		
		19-20	19-20
ACCT.	NAME	ADOPTED	PROPOSED
541.7500	Orlando Park	8,100	8,200
541.7510	Douglas Park	3,460	3,560
541.7520	Riverside Park	3,000	2,600
541.7530	Lily Park	4,158	4,258
541.7540	Gus Carey Park	1,170	1,170
541.7550	Dewey Park	850	850
541.7560	Wavecrest Park	900	900
541.7570	Sunset Park	1,200	1,200
541.7580	Town Hall Maintenance	2,190	2,190
541.7590	Causeway Maintenance	5,700	5,800
541.7600	Equipment Repair/Replacement	15,500	15,500
541.7601	Plant/mulch	4,000	4,000
541.7610	5th Ave. Median Plants	206,300	206,300
541.7620	Tradewinds Park	1,170	1,170
541.7630	5th Ave. Median Maintenance	8,820	8,820
541.7640	Indian River Park	100	100
	<b>Subtotal</b>	<b>266,618</b>	<b>266,618</b>
	<b>TOTAL</b>	<b>868,967</b>	<b>845,098</b>

EXPENDITURES

GENERAL FUND			
RECREATION/BEAUTIFICATION			
		19-20	20-21
ACCT.	NAME	ADOPTED	PROPOSED
572.4400	Holiday Lighting	6,000	6,000
572.4810	Halloween Party	5,000	5,000
572.4820	Heritage Committee	600	600
572.4900	Recreation Events	3,000	3,000
	<b>Subtotal</b>	<b>14,600</b>	<b>14,600</b>
572.9200	Parks projects	7,500	7,500
572.9300	Witch Way 5k	7,500	7,500
572.9400	Pavers	1,000	1,000
	<b>Subtotal</b>	<b>16,000</b>	<b>16,000</b>
	<b>TOTAL</b>	<b>30,600</b>	<b>30,600</b>

EXPENDITURES

GENERAL FUND			
IMPROVEMENTS			
		19-20	20-21
ACCT.	NAME	ADOPTED	PROPOSED
590.1000	Buildings and equipment	30,000	60,000
	<b>Total</b>	<b>30,000</b>	<b>60,000</b>

## ENTERPRISE FUNDS

	ENTERPRISE 1	19-20	20-21
ACCT #	NAME	ADOPTED	PROPOSED
<b>REVENUE</b>			
329.1001	Permits	33,280	34,000
344.5001	Meter Revenue	206,000	212,700
359.1001	Parking Fines	53,000	53,000
361.1001	Interest	100	100
361.3001	Miscellaneous income	0	0
	<b>TOTAL</b>	<b>292,380</b>	<b>299,800</b>
<b>GENERAL EXPENSES</b>			
545.1200	Full time salaries	41,489	43,149
545.1210	Part time salaries	20,344	31,400
545.2100	Fica	4,418	4,595
545.2200	Retirement	6,384	5,780
545.2300	Life/health insurance	15,641	15,469
545.2400	Workers' Comp	2,954	2,954
	<b>Subtotal</b>	<b>91,230</b>	<b>103,347</b>
545.3100	Professional Services	400	400
545.3110	Medical	0	240
545.3200	Audit	4,100	4,100
545.3210	Accounting Service	1,200	1,200
545.3400	Charge for Services	99,363	99,363
545.3410	Lifeguards	30,040	31,524
545.3420	Computer Maintenance	2,600	2,970
545.4110	UPS	250	50
545.4400	Equipment Rental	100	100
545.4500	Liability insurance	6,840	6,840
545.4700	Printing	1,300	1,500
545.4950	Legal ads	500	250
545.5100	Office Supplies	250	250
545.5200	Operating Supplies	4,000	4,000
545.5201	Vehicle fuel	700	700
545.5210	Uniforms	500	750
545.5240	Other equipment	200	200
545.5500	Training	200	100
	<b>Subtotal</b>	<b>152,543</b>	<b>154,537</b>
<b>METER ENFORCEMENT</b>			
545.4600	Meter repair/maintenance	10,000	7,500
545.4605	Kiosks fees/maintenance	0	3,000
545.4610	Vehicle repair/maintenance	1,350	1,000
	<b>Subtotal</b>	<b>11,350</b>	<b>11,500</b>
<b>BEACHFRONT</b>			
545.4310	Electricity	1,500	1,250
545.4320	Solid Waste	4,300	4,300
545.4620	Beachfront maintenance	6,000	6,000
545.4630	Beautification	200	200
545.4640	Park maintenance	4,000	4,000
545.4650	Boardwalk/crossover maintenance	500	1,100
545.5300	Street maintenance	900	500
545.5310	Signs	500	2,500
545.5400	Meter replacement	1,000	0
	<b>Subtotal</b>	<b>18,900</b>	<b>19,850</b>
<b>CAPITAL EXPENSE</b>			
545.6400	Capital - 1 kiosk	0	8,000
545.9100	Enterprise 2 transfer	18,357	2,566
	<b>Subtotal</b>	<b>18,357</b>	<b>10,566</b>
	<b>GRAND TOTAL</b>	<b>292,380</b>	<b>299,800</b>

	ENTERPRISE 2	19-20	20-21
ACCT #	NAME	ADOPTED	PROPOSED
<b>REVENUE</b>			
329.1002	Permits	8,320	8,320
344.5002	Meter Revenue	51,000	69,000
359.1002	Parking Fines	15,830	15,830
361.3002	Miscellaneous income	10,155	9,094
381.1000	Enterprise 1 Transfer	18,357	2,566
	<b>TOTAL</b>	<b>103,662</b>	<b>104,810</b>
<b>GENERAL EXPENSES</b>			
546.1200	Full time salaries	9,372	9,747
546.1210	Part time salaries	5,086	7,850
546.2100	Fica	1,113	1,158
546.2200	Retirement	1,596	1,445
546.2300	Life/health insurance	3,905	3,873
546.2400	Workers' Comp	739	739
	<b>Subtotal</b>	<b>21,811</b>	<b>24,812</b>
546.3100	Professional Services	300	300
546.3110	Medical	0	100
546.3200	Audit	1,025	1,025
546.3400	Charge for services	24,841	24,841
546.3410	Lifeguards	7,510	7,882
546.3420	Computer maintenance	675	775
546.4110	UPS	75	75
546-4400	Equipment rental	200	200
546.4500	Liability insurance	1,700	1,700
546.4700	Printing	475	600
546.4950	Legal ads	50	50
546.5100	Office supplies	50	50
546.5200	Operating supplies	2,800	3,000
546.5201	Vehicle fuel	250	250
546.5210	Uniforms	250	350
	<b>Subtotal</b>	<b>40,201</b>	<b>41,198</b>
<b>METER ENFORCEMENT</b>			
546.4600	Kiosk repair/maintenance	2,000	2,000
546.4605	Kiosks fees	2,300	12,000
546.4610	Vehicle repair/maintenance	300	300
	<b>Subtotal</b>	<b>4,600</b>	<b>14,300</b>
<b>PUBLIC WORKS</b>			
546.4310	Electricity	4,450	1,500
546.4315	Water/sewer	5,100	6,600
546.4320	Solid waste	1,100	1,100
546.4620	Beachfront maintenance	100	100
546.4630	Beautification	100	100
546.4640	Park Maintenance	10,000	10,000
546.4650	Boardwalk/crossover maintenance	700	700
546.4660	Building Maintenance	1,000	4,000
546.5310	Signs	400	400
	<b>Subtotal</b>	<b>22,950</b>	<b>24,500</b>
<b>CAPITAL EXPENSE</b>			
546-6400	Capital	14,100	0
	<b>Subtotal</b>	<b>14,100</b>	<b>0</b>
	<b>GRAND TOTAL</b>	<b>103,662</b>	<b>104,810</b>

## DEBT SERVICE AND CONSTRUCTION FUNDS

<b>Debt Service Fund 20-21</b>		
Town of Indialantic, Florida Limited Ad Valorem Tax Note, Series 2018		
	19-20	20-21
	ADOPTED	PROPOSED
<b>Revenues</b>		
201.311.2000 Ad Valorem (voted at 1.000)	410,330	425,893
201.311.2100 Interest	2,052	1,050
<b>Total</b>	<b>412,382</b>	<b>426,943</b>
<b>Expenses</b>		
201.517.7100 Principal	263,060	272,140
201.517.7200 Interest	93,909	84,833
201.517.9000 Reserve	55,413	69,970
<b>Total</b>	<b>412,382</b>	<b>426,943</b>

<b>Construction Fund 20-21</b>		
Town of Indialantic, Florida Limited Ad Valorem Tax Note, Series 2018		
	19-20	20-21
	ADOPTED	PROPOSED
<b>Revenues</b>		
301.384.0000 Bond Monies	-	-
301.384.7200 Interest	10,000	6,000
301.384.9000 Cash Carry Forward	2,401,165	1,268,537
<b>Total</b>	<b>2,411,165</b>	<b>1,274,537</b>
<b>Expenses</b>		
301.541.3110 Engineering	100,000	50,000
301.541.6300 Construction	1,685,000	1,224,537
301.541.9000 Reserve	626,165	-
<b>Total</b>	<b>2,411,165</b>	<b>1,274,537</b>

**SUBJECT: (First Reading) Ordinance No. 2020-13- Police Fire Pension IRS Change**

**Staff Report – Town of Indialantic Meeting Date: September 9, 2020**

**Summary:**

Ordinance No. 2020-13 amends Section 2-235, of the Town Code to comply with changes to Internal Revenue Code and authorize the Board to make appropriate changes to the Plan in order to maintain the Plan's tax qualified status.

**Recommendation:**

Approve

**MOTION:  
Approve Ordinance 2020-13 on first 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 a long horizontal stroke at the end.

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

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David Berkman  
Mayor

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

**SUBJECT: Park Hours – Ordinance 2020-14**

**Staff Report – Town of Indialantic Meeting Date: September 9, 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:**

Approve Ordinance 2020-14 on first reading.

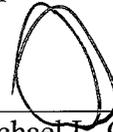
**MOTION:  
Approve Ordinance 2020-14 on first reading.**

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, -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.

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TOWN OF INDIALANTIC

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

74

Mayor

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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.<sup>1</sup>

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.

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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.<sup>2</sup> 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

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<sup>2</sup> 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:~~

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

(1) 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 Indianalantic, 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 1971 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) *Penalties.*

213 (1) Penalties imposed for the first violation of this section ~~8-52, except~~  
214 ~~those 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 (\$15.00) 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

313

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

314

Mayor

315

316

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

317

Rebekah Raddon

318

Town Clerk

**SUBJECT: Littering Signs**

**Staff Report – Town of Indialantic**

**Meeting Date: September 9, 2020**

**Summary:**

Councilman Kemp would like to discuss some alternate littering signs for the beach areas. Attached are some examples he has provided.

**Recommendation:**

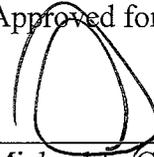
MOTION:

Submitted by:

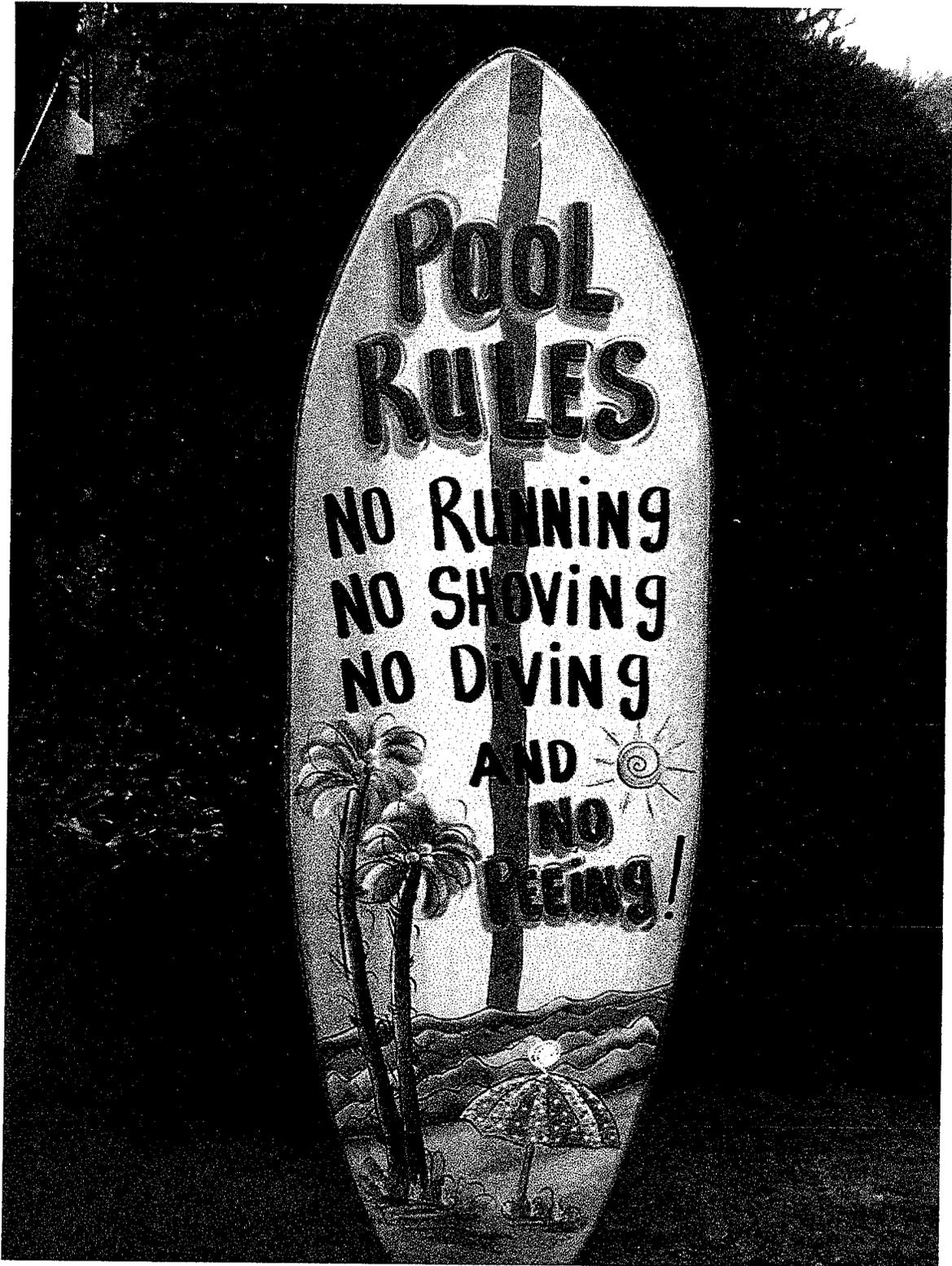


\_\_\_\_\_  
Rebekah Raddon  
Town Clerk

Approved for agenda:

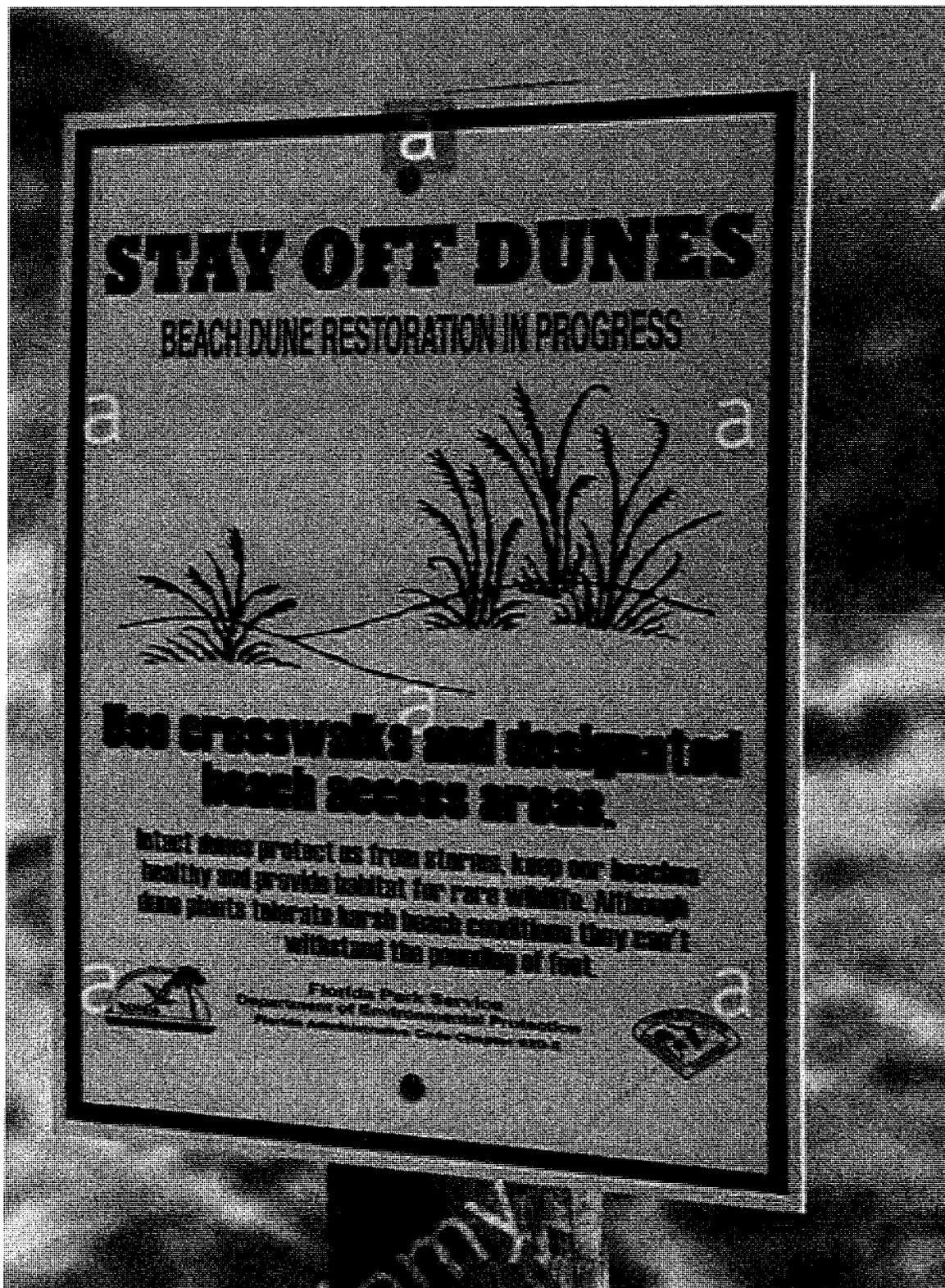


\_\_\_\_\_  
Michael L. Casey  
Town Manager



informative.







**SUBJECT: MOU Brevard County Addressing**

**Staff Report – Town of Indialantic Meeting Date: September 9, 2020**

**Summary:**

The Town of Indialantic and Brevard County currently have an MOU for address assignment for 911 purposes and providing a centralized addressing authority. The current MOU expires on September 30, 2020. Renew MOU and authorize Town Manager to sign MOU.

**Recommendation:**

Renew MOU and authorize Town Manager to sign MOU

**MOTION: Renew MOU and authorize Town Manager to sign MOU**

Submitted by:



Rebekah Raddon  
Town Clerk

Approved for agenda:



Michael L. Casey  
Town Manager

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**BREVARD COUNTY, FLORIDA**  
**AND**  
**THE TOWN OF INDIALANTIC, FLORIDA**  
**PROVIDING A CENTRALIZED ADDRESSING AUTHORITY**

THIS INTERLOCAL AGREEMENT, entered into this 12 day of July 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE TOWN OF INDIALANTIC, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "Town."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and Town have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the Town has the option in this Agreement to handle all addressing responsibilities for the Town or to delegate responsibility for assigning addresses to properties within the Town's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the Town shall be transmitted to the County and the Town hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the Town have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the Town as follows:

1. **TERM AND RENEWAL:** The Term of this Agreement shall begin on October 1, 2014 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. **SCOPE OF SERVICES:**

2.1 The Town and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The Town shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the Town allowing the County to review and provide comment to the Town to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The Town may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the Town.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the Town, if requested to do so by the Town in writing, subject to the Town paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

### **3. ADDRESSING:**

#### **3.1 TOWN RESPONSIBILITIES (generally):**

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

- (i) Any Town Ordinance/Resolution currently authorizing/regulating addressing.
- (ii) Any future amendments to such ordinances.
- (iii) Any Town Ordinance or regulation relating to Annexation or Detachment of property.
- (iv) Any Town Ordinance/Resolution relating to roadway vacating.
- (v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.
- (vi) Will notify the Town agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

#### **3.2 TOWN PERFORMS ADDRESSING**

##### **FUNCTION: (A) TOWN RESPONSIBILITIES:**

- (i) Assign and/or change addresses within the Town jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the Town or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their Town internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the Town to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the Town in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the Town's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

**(B) COUNTY RESPONSIBILITIES:**

(i) County directs all persons who contact the County about any addressing issues within the Town to the Town.

(ii) The County will notify the Town in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

**3.3 COUNTY PERFORMS ADDRESSING FUNCTION:**

**(A) TOWN RESPONSIBILITIES:** In addition to the information to be provided under paragraph 3.1, above, the Town will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the Town for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

**(B) COUNTY RESPONSIBILITIES:**

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the Town and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence.
- (ix) Respond to all telephone/email/walk-in inquiries received from the Town or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by Town; update County records.
- (xi) Process submitted vacatings completed by Town; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the Town, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the Town of the updates and make this list available on-line through its website.

**4. ALI DATABASE and 911 MAPPING SYSTEM:**

**4.1 TOWN RESPONSIBILITIES:**

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the Town.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the Town.

(C) The Town agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the Town within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all Town Annexations, Detachments, Ordinances or Resolutions, the Town shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

#### **4.2 COUNTY RESPONSIBILITIES:**

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the Town in writing of any discrepancies the County identifies in the naming or numbering of streets located within the Town's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the Town indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the Town, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the Town on an 'as requested' basis.

### **5. FEES:**

#### **5.1 TOWN RESPONSIBILITIES:**

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the Town request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners  
Attn: E911 Addressing Section  
2725 Judge Fran Jamieson Way  
Suite C201  
Viera, FL 32940

(Any change in the address of the Section shall be made to the Town in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

## **5.2 COUNTY RESPONSIBILITIES:**

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the Town of any proposed change to the annual 911 addressing fee Section 5.1 (A)) no less than ninety (90) days prior to September 30, in order for the Town to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the Town from time to time of any changes to fees charged to the Town or Developers or citizens for various addressing services provided by the County.

**6. MODIFICATIONS TO AGREEMENT:** Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the Town and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

**7. INDEPENDENT CONTRACTOR:** Town and County are independent contractors under this Agreement. Services provided by Town pursuant to this agreement shall be subject to the supervision of Town and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the Town, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of Town. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

**8. NOTICE:** Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the Town:

Town Manager  
Town of Indialantic  
216 Fifth Avenue  
Indialantic, FL 32903

To the County:

Brevard County Emergency Management Department  
E911 Administration Office, E911 Addressing  
Section 2725 Judge Fran Jamieson Way, Suite C201  
Viera, FL 32940

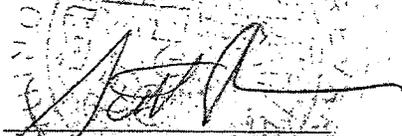
**9. GOVERNMENTAL IMMUNITY.** The Town is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the Town to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

**10. ATTORNEYS FEES/COSTS; NONJURY TRIAL:** In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

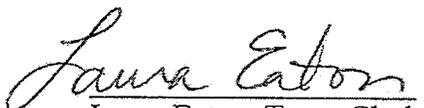
  
JIM BARFIELD, CHAIRMAN  
Brevard County Board of County Commissioners

Reviewed for legal form and content:

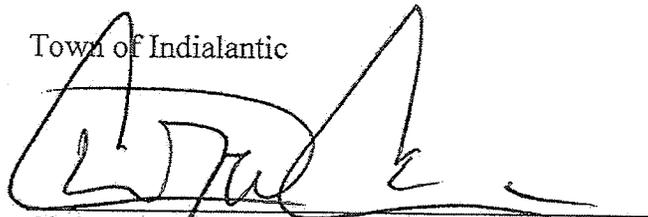
Sharon P. Nelson, 6/22/16  
(Assistant) County Attorney

As Approved by the Board on July 12, 2016

ATTEST:

  
Laura Eaton, Town Clerk

Town of Indialantic

  
Christopher Chinault, Town Manager

STATE OF FLORIDA  
COUNTY OF BREVARD

This is to certify that the foregoing  
is a true and current copy of Interlocal  
Agreement witness my hand  
and official seal this 14<sup>th</sup> day of  
July 2016

SCOTT ELLIS, Clerk of Circuit Court  
BY Kimberly Powell D.C.

**SUBJECT:** Brevard County Community Development Block Grant (CDBG) Citizens Advisory Committee

**Staff Report – Town of Indialantic**

**Meeting Date: September 9, 2020**

**Summary:**

In an effort to expand representation on the Brevard County CDBG Citizens Advisory Committee, the Board of County Commissioners recently increased membership to include at-large representatives from partner municipalities. The Town may nominate a representative to serve on the committee if it wishes.

The committee provides Community Development Grant funds for public services, and public infrastructure improvements in low-income neighborhoods. CDBG provides planning and development of neighborhood revitalization, capacity building, economic development and provides funding for strategic planning.

**Recommendation:**

MOTION:

Submitted by:

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

Approved for agenda:

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

On Sep 2, 2020, at 5:10 PM, Woolwich, Alan <Alan.Woolwich@brevardfl.gov> wrote:

Hello Mayor Berkman, this email is a follow up to a letter recently sent from Ian Golden, the Director of the Brevard County Housing and Human Services Department, seeking interest from your municipality in appointing a member to the Brevard County Community Development Block Grant (CDBG) Citizens Advisory Committee. Please see a summary of the letter sent below and contact information. We were seeking replies by the end of August 2020. If there is an interest, or no interest, in providing a member please let us know as soon as conveniently possible. Thank You. Alan Woolwich, Community Planner, Brevard County Housing & Human Services Department. alan.woolwich@brevardfl.gov at (321) 633-2007

Subject: Brevard County Community Development Block Grant (CDBG) Citizens Advisory Committee

In an effort to expand representation on the Brevard County CDBG Citizens Advisory Committee, the Board of County Commissioners recently increased membership to include at-large representatives from partner municipalities or unincorporated areas of the County. Therefore, we are seeking a nomination to represent your municipality on the Brevard County Community Development Block Grant Citizens Advisory Committee for participation and input into eligible funded programs, projects, and public services activities.

Upon receiving your nomination, we will present the applicant to the Board of County Commissioners for approval. The term of the appointment is for two years and the Advisory Committee typically meets every other month at the County Government Center in Viera or at representative neighborhood facilities. The meetings begin in late afternoon and last approximately 1 to 2 Hours and are staffed by the Brevard County Housing and Human Services Department.

**If you wish to nominate a committee member, please provide their name and contact information to Linda Graham, Assistant Director (information below), by Friday, August 21, 2020.** If we do not receive a nomination, we will proceed with filling the position with someone from an unincorporated area of the County. Choosing not to appoint a member will not invalidate your current urban county agreement or partnership status with the County. We appreciate your time and attention to this matter and look forward to our continued working relationship. Should you have any questions please contact Linda Graham or Alan Woolwich, Community Planner at alan.woolwich@brevardfl.gov or (321) 633-2007

**Ms. Linda Graham, Assistant Director  
Brevard County Housing and Human Services Department  
2725 Judge Fran Jamieson Way  
Building B, Suite B103  
Viera, FL 32940  
linda.graham@brevardfl.gov**

# TOWN MANAGER'S REPORT

September 9, 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 11<sup>th</sup> Ave to 35MPH (6/3/20) Requested FDOT lower speed limit south of 11<sup>th</sup> to 35MPH to Melbourne Beach and heard positive response back waiting on final answer(8/4/20)
- 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)
- d. **Speed Limit South SRA1A:** 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)

## 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 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

# TOWN MANAGER'S REPORT

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 7<sup>th</sup> 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)
- 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)
- 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

# TOWN MANAGER'S REPORT

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)

- 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)
- e. B-4 10<sup>th</sup> 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)
- g. 2<sup>nd</sup> 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)

# TOWN MANAGER'S REPORT

- 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/9<sup>th</sup> 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)
- 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)
- 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)
- o. B-4 Palm Ct bids opened 3/3/20 and given to BSE for evaluation (4/6/20)
- 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 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)
- 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)
- 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)

## Indialantic Fire Rescue Monthly Report for August 2020

<b>FIRES</b>		
Structure Fires		
Brush Fires		1
Vehicle Fires		
Trash Fires		1
Other Fire Calls		1
<b>RESCUE &amp; EMERGENCY MEDICAL</b>		
Medical		19
Well Being Check		2
Water Rescue		1
Motor Vehicle/Pedestrian Accident with injuries		1
Motor Vehicle with no injuries		1
<b>HAZARDOUS CONDITIONS (No Fire)</b>		
Electrical Wiring/Equipment Problem/Gas Leak		3
<b>GOOD INTENT CALL</b>		
Dispatched and Cancelled Enroute		1
Dispatched and Cancelled on Scene		1
<b>FALSE ALARM &amp; FALSE CALLS</b>		
False Alarm or False Call		5
Smoke Detector activation due to smoke or dust		1
<b>SPECIAL INCIDENT TYPE</b>		
Fire Inspection/Business Tax Receipt (BTR)		3
Public Service Calls		1
Assist Other Government Agency		2
Special Type of Incident, ie person stuck in elevator		1
Hydrant Inspections		
<b>TOTAL CALLS</b>		45
<b>RUNNING TOTAL OF PREVIOUS MONTHS</b>		
<b>TOTAL CALLS YEAR TO DATE</b>		45
<b>MUTUAL AIDE</b>		
	GIVEN	5
	RECEIVED	2

<b>AVERAGE RESPONSE TIME</b>	INDIALANTIC FIRE	5.89
	BREVARD COUNTY	11.132

<b>VOLUNTEER HOURS</b>		195
	SAVINGS REALIZED BY THE TOWN	\$3,900

<b>VOLUNTEER F/F ACTIVITY</b>	Volunteers held their monthly business meeting on 8/5/20 and conducted training on 8/11, 8/18, & 8/25. Volunteers purchased two tires for the front of Squad 57 and had five volunteers fitted for new fire fighting bunker gear. Two new volunteers were voted into the membership during the business meeting.
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<b>CAREER F/F ACTIVITY</b>	Career firefighters completed 172.5 hrs training during the month of August. Truck 57 was sent to Maudline International in Palm Bay for service. Chief Flamm attended a four hour training class on Food Truck inspections and LP cylinder refill operations.
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Indialantic Police Department  
Monthly Crime Index  
July 2020

Part I	Reported	Cleared	Prior	Total	%
Murder	0				0%
Sexual Battery	0				0%
Robbery	0				0%
Agg Assault	0				0%
Burglary	0				0%
Larceny	3	1		1	33%
Veh Theft	1	1		1	100%
Assault/Battery	0				0%
Arson	0				0%
<b>Total Part I</b>	<b>4</b>				
<b>Part II</b>					
Kidnapping	0				
Fraud/Forgery	0				
Criminal Mischief	1				
Weapons	0				
Sex Offenses	5				
Narcotics	0				
DUI	0				
Liquor Laws	0				
Disorderly	1				
Ordinance	15				
Trespass	6				
Other Traffic	0				
<b>Total Part II</b>	<b>28</b>				
<b>Part III &amp; IV</b>					
Patrol Area	511				
911 Investigations	145				
Citizen Contact	2				
Juvenile	0				
Warrant	0				
Misc Traffic	76				
Traffic Accidents	11				
Sick/Injured	0				
Death	1				
Mentally Ill	1				
Suicide/Attempt/Threat	0				
Animal	9				
Information	25				
Alarm/Open Door	13				
Fire	0				
Lost/Found	10				
Disturbances	22				
Susp Incidents	54				
Assists	82				
Details	5				
Missing Persons	0				
<b>Total III &amp; IV</b>	<b>967</b>				
<b>Grand Total</b>	<b>999</b>				

Indialantic Police Department  
YTD Information Report  
July 2020

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Value Stolen	\$ 66	\$ 418	\$ 2,430	\$ 22	\$ 52,740	\$ 70	\$ 10,332						\$ 66,078
Value Recovered	\$ -	\$ 24	\$ 2,160	\$ 22	\$ 51,300	\$ 70	\$ 10,031						\$ 63,607
Traffic Warnings	1	0	0	0	3	0	0						4
Equip Warnings	0	0	0	0	0	0	0						0
Verbal Warnings	181	192	148	5	128	159	69						882
Field Interrogation	0	0	0	0	0	0	0						0
Parking Violations	0	2	5	11	16	8	17						59
Parking Fines	\$ -	\$ 45	\$ 100	\$ 220	\$ 330	\$ 160	\$ 340						\$ 1,195
Traffic Citations	212	276	108	18	94	81	42						831
Arrests	10	15	8	8	31	10	5						87
DUI Charges	0	0	0	2	2	1	0						5
Drug Charges	0	0	0	0	0	0	0						0
Wavecrest Activity	42	47	67	115	99	76	92						538

## TOWN OF INDIALANTIC BUILDING REPORT

September-20			
	<u>CURRENT</u>	<u>YTD 20</u>	<u>YTD 19</u>
NO. OF PERMITS ISSUED	52	612	614
TOTAL PERMIT FEES	\$9,340.00	\$127,161.00	\$117,041.00
TOTAL CONSTRUCTION VALUE	\$1,130,470.00	\$19,519,653.00	\$15,712,589.00
PLAN REVIEW FEES	\$617.50	\$19,762.00	\$13,474.00
TOTAL SIGN FEES	\$750.00	\$3,822.00	\$895.00
NO. OF SIGN PERMITS ISSUED	1	10	16
NEW CONVENTIONAL HOMES	1	2	8
NEW MULTI FAMILY HOMES	0	2	0
NEW COMMERCIAL BUILDINGS	0	1	1
MISC. ADDITIONS/ALTERATIONS	0	7	27
CERTIFICATE OF OCCUPANCY	2	13	12
BUILDING CODE INSPECTIONS	93	615	934

# Building Department Permits Issued

PermitNo		CompanyName	OwnerName/Address		Construction Value	Permit Fee	Plan Fee	Surcharge Fee
IND20_399	8/19/2020	POOL CAGE	BOYNTON	510 WATSON DR	\$9,364.00	\$115.00	\$57.50	\$5.17
IND20_473	8/12/2020	RE ROOF		700 WAVE CREST AVE	\$70,000.00	\$415.00	\$0.00	\$12.45
IND20_490	8/10/2020	RE ROOF	FOY, CARRIE	235 WAYNE AV	\$32,918.00	\$230.00	\$0.00	\$6.90
IND20_495	8/6/2020	BURY 500 GALLON LP TANK FOR POOL	KNOX, KAREN	459 MICHIGAN AVE	\$2,495.00	\$80.00	\$0.00	\$4.00
IND20_500	8/3/2020	REPLACE DOORS	ALEXANDER	342 WAYNE AV	\$7,741.00	\$105.00	\$0.00	\$4.00
IND20_501	8/3/2020	REPLACE 3 DOORS	BOESCH	1411 SHANNON AVE S	\$1,557.00	\$75.00	\$0.00	\$4.00
IND20_502	8/3/2020	REPLACE WINDOWS WITH IMPACT	JENNINGS	430 WATSON DR	\$9,816.00	\$115.00	\$0.00	\$4.00
IND20_505	8/10/2020	PAVERS DRIVEWAY - SAME FOOTPRINT	ROBB	436 ELEVENTH AV	\$6,480.00	\$100.00	\$0.00	\$4.00
IND20_508	8/10/2020	PAVERS DRIVEWAY SAME FOOTPRINT	WORRALL, ALTON	305 ORLANDO BLVD	\$8,810.00	\$110.00	\$0.00	\$4.00
IND20_509	8/5/2020	SHUTTERS	NEELY	123 SECOND AV	\$2,445.00	\$80.00	\$0.00	\$4.00
IND20_510	8/4/2020	HVAC	FISHER, JEFF	212 TWELFTH TER	\$5,600.00	\$75.00	\$0.00	\$4.00
IND20_511	8/3/2020	HVAC CONDENSER SUITE # 101	PARAGON REALTY II LLC	325 FIFTH AV	\$3,380.00	\$85.00	\$0.00	\$4.00
IND20_512	8/3/2020	REPLACE SERVICE MAIN	BRIGGS, CRAIG	320 EIGHTH AVE	\$845.00	\$60.00	\$0.00	\$4.00
IND20_514	8/10/2020	REPLACE SGD'S WITH IMPACT DOUBLE	COOPER	301 MIRAMAR AV S 10	\$9,600.00	\$230.00	\$0.00	\$6.90
IND20_515	8/10/2020	REPLACE SGD'S WITH IMPACT- DOUBLE	RICHMAN, MARSHA (TRUS	301 MIRAMAR AVE. S	\$9,600.00	\$230.00	\$0.00	\$6.90
IND20_516	8/10/2020	REPLACE SGD'S WITH IMPACT- DOUBLE	ALLISON, DOUG	301 MIRAMAR AVE S 1	\$9,600.00	\$230.00	\$0.00	\$6.90
IND20_517	8/10/2020	REPLACE SGD'S WITH IMPACT DOUBLE	PUDLEINER	301 MIRAMAR AVE S 1	\$9,600.00	\$230.00	\$0.00	\$6.90
IND20_518	8/10/2020	REPLACE SGD'S WITH IMPACT	WORKMAN	301 MIRAMAR AVE S 2	\$9,600.00	\$115.00	\$0.00	\$4.00
IND20_519	8/10/2020	REPLACE SGD'S WITH IMPACT TAX AC	RICHMAN	301 MIRAMAR AVE S 2	\$9,600.00	\$115.00	\$0.00	\$4.00
IND20_520	8/10/2020	REPLACE SGD'S WITH IMPACT	CLARK	301 MIRAMAR AVE S 2	\$9,600.00	\$115.00	\$0.00	\$4.00
IND20_521	8/10/2020	REPLACE SGD'S WITH IMPACT	GLASS, ELOISE	301 MIRAMAR AV S 20	\$9,600.00	\$115.00	\$0.00	\$4.00
IND20_522	8/10/2020	REPLACE SGD'S WITH IMPACT	Sofet	301 MIRAMAR AV S 20	\$9,600.00	\$115.00	\$0.00	\$4.00
IND20_523	8/10/2020	REPLACE SGD'S WITH IMPACT	SNYDER	301 MIRAMAR AVE S 3	\$9,600.00	\$115.00	\$0.00	\$4.00
IND20_524	8/10/2020	REPLACE SGD'S WITH IMPACT	SNYDER, JOHN	301 MIRAMAR AV S 30	\$9,600.00	\$115.00	\$0.00	\$4.00
IND20_525	8/10/2020	REPLACE SGD'S WITH IMPACT	PRUCHNIAK	301 MIRAMAR AVE S 3	\$9,600.00	\$115.00	\$0.00	\$4.00
IND20_526	8/5/2020	REPLACE 2 DOORS	OSLIN	430 THIRD AV	\$9,496.00	\$115.00	\$0.00	\$4.00
IND20_527	8/6/2020	BURY 500 GALLON LP TANK	MULLEN	1309 RAMONA AV S	\$1,819.00	\$75.00	\$0.00	\$4.00
IND20_528	8/6/2020	PATIO CANOPY	SANDSON, SUSAN B	144 FIFTH AV	\$7,472.00	\$105.00	\$52.50	\$4.72
IND20_529	8/12/2020	REPLACE GARAGE DOOR	HAPP	102 ORMOND DR	\$1,610.00	\$75.00	\$0.00	\$4.00
IND20_530	8/28/2020	22KW GENERATOR	BOWMAN, BARBARA	141 TAMPA AV	\$13,629.00	\$135.00	\$0.00	\$4.05
IND20_532	8/11/2020	NEW SFR 5015 SQUARE FEET	MUIR, CHRISTOPHER	200 FIRST AVE	\$614,137.00	\$3,000.00	\$1,255.00	\$127.65
IND20_533	8/14/2020	REPLACE WINDOWS AND SGD'S WITH I	VINSON	103 ELEVENTH AVE	\$18,512.00	\$160.00	\$0.00	\$4.80
IND20_534	8/14/2020	HVAC	BOWMAN, BARBARA	141 TAMPA AV	\$5,800.00	\$75.00	\$0.00	\$4.00
IND20_535	8/14/2020	HVAC TAX ACCOUNT NO. 2846650	GAUTHIER	809 RAMONA AVE S	\$5,300.00	\$75.00	\$0.00	\$4.00
IND20_536	8/18/2020	HVAC	WEYMOUTH	107 OCEAN TERR	\$8,363.00	\$75.00	\$0.00	\$4.00
IND20_537	8/12/2020	REPLACE GARAGE DOOR	VINSON	103 ELEVENTH AVE	\$1,320.00	\$75.00	\$0.00	\$4.00
IND20_538	8/12/2020	RE ROOF	COX	405 MIAMI AV	\$18,300.00	\$160.00	\$0.00	\$4.80
IND20_539	8/28/2020	REPLACE SERVICE PANEL	GAUTHIER	809 RAMONA AVE S	\$1,350.00	\$75.00	\$0.00	\$4.00
IND20_541	8/20/2020	ACCORDIAN SHUTTERS	COOPER	301 MIRAMAR AV S 10	\$2,350.00	\$80.00	\$0.00	\$4.00
IND20_542	8/24/2020	DRIVEWAY EXTENSION	JENNINGS	430 WATSON DR	\$17,000.00	\$150.00	\$0.00	\$4.50

<i>PermitNo</i>	<i>CompanyName</i>	<i>OwnerName/Address</i>	<i>Construction Value</i>	<i>Permit Fee</i>	<i>Plan Fee</i>	<i>Surcharge Fee</i>		
IND20_545	8/18/2020	RE ROOF	WALDO	330 EIGHTH AV	\$16,770.00	\$150.00	\$0.00	\$4.50
IND20_546	8/18/2020	REPLACE WINDOWS WITH IMPACT	RICHMAN	301 MIRAMAR AVE S 2	\$3,639.00	\$85.00	\$0.00	\$4.00
IND20_547	8/18/2020	REPLACE WINDOWS WITH IMPACT	RICHMAN, MARSHA (TRUS	301 MIRAMAR AVE. S	\$3,639.00	\$85.00	\$0.00	\$4.00
IND20_548	8/18/2020	REPLACE WINDOWS WITH IMPACT	SNYDER	301 MIRAMAR AVE S 3	\$1,899.00	\$75.00	\$0.00	\$4.00
IND20_549	8/18/2020	REPLACE WINDOWS WITH IMPACT	SNYDER, JOHN	301 MIRAMAR AV S 30	\$1,899.00	\$75.00	\$0.00	\$4.00
IND20_550	8/18/2020	REPLACE 3 SGD'S WITH IMPACT	LEON, CAROL	700 WAVE CREST AVE	\$25,700.00	\$195.00	\$0.00	\$5.85
IND20_553	8/24/2020	RE ROOF	TURSE	1302 RIVERSIDE DR S	\$29,800.00	\$215.00	\$0.00	\$6.45
IND20_554	8/19/2020	REPLACE WINDOWS WITH IMPACT	HAGEN	1202 RAMONA AV S	\$20,862.00	\$170.00	\$0.00	\$5.10
IND20_555	8/28/2020	NEW ATTACHED SIGN FOR 147 FIFTH AV	CARROLL, WAYNE E	141 FIFTH AV	\$750.00	\$60.00	\$0.00	\$4.00
IND20_556	8/20/2020	INSTALL 22 KW GENERATOR	TAYLOR	121 WAYNE AVE	\$9,145.00	\$115.00	\$0.00	\$4.00
IND20_561	8/28/2020	REPLACE 2 DOORS WITH IMPACT	BOESCH	1411 SHANNON AVE S	\$9,768.00	\$115.00	\$0.00	\$4.00
IND20_563	8/28/2020	REPLACE GARAGE DOORS	LEWIS, LAURA K	313 NINTH TER	\$3,490.00	\$85.00	\$0.00	\$4.00
<b>Permits:</b>	52		<b>Grand Total</b>		<b>\$1,130,470.00</b>	<b>\$9,340.00</b>	<b>\$1,365.00</b>	<b>\$364.54</b>

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# *Inspection Result Date Summary* 08/01/2020 through 08/31/20

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<i>InspResult</i>	<i>Total Inspections</i>
Approved	87
Cancelled	2
Disapproved	4
<i>All Results:</i>	93

Zone 1	North of Fifth Avenue/Eastside					
321 Oakland Ave	Landscaping	06/09/20	5.5-68	Veg in ROW	Complied	Veg over hanging roadway, letter sent 06.09.20
337 Second Ave	Landscaping	06/24/20	5.5-68(d)	dead tree	Complied	dead palm on west side of house, observed mc/jg 06.24.20, letter sent 06/24/20, recy'd email from H/O who asked for time to make sure tree is completely dead, I will follow-up on 08/09/2020
436 Fifth Ave	Landscaping	06/25/20	5.5-68(d)	dead tree	Complied	dead palm on north side by JG 06/26/2020@1249, letter sent 06/26, observed 07/29 and letter sent, observed 08/05/20@ 2:34pm, 08/05 letter sent, observed 08/12/20
340 Fourth Ave	Landscaping	07/02/20	5.5-68(d)	dead tree	Complied	dead tree on west side of property, observed 07/02/20@9:54am by mc & jg, Reneta called and will have tree taken care by EOW, recheck on 08/03/2020, observed 08/05/20@ 2:33pm, letter sent 08/05/20
210 Wayne Avenue	Landscaping	07/22/20	Sec 8-21	Lanscaping Debris	Complied	letter sent 07/22/2020 observed by MC/MLC 07/21@5:05pm, spoke to property owner who advised they are in process of submitting a building permit and procuring a dumpster but need a klittle extra time, will check back in 2 weeks, spoke to owner, large trash pick-up scheduled for 08/27/2020
444 Michigan Avenue	Boat/RV Storage	07/29/20	17-103(b)(3)	Boat on trailer	Complied	boat on trailer in front yard observed 07/17/20, 07/29/20, spoke with owner on 08/05/20-boat will be moved in 3-4 days, had prev been working on it
333 Fourth Avenue	Landscaping	08/06/20	5.5-68(b)	Very high grass, not neat & attractive	Complied	long grass, not neat and tidy
327 Wayne Avenue	Landscaping	08/12/20	5.5-68(b)	Very high grass, not neat & attractive	Complied	Door Hanger
409 Wayne Avenue	Accumulation Prohibited	08/12/20	Sec 8-2	Construction Debris	Observed	Large Pile of Construction Debris spoke with owner and will call for large trash pick-up 08.18.20
500 North Ramona Avenue	Boat/RV Storage	07/29/20	17-103(b)(3)	Boat on trailer	Complied	Door Hanger
501 North Ramona Avenue	Boat/RV Storage	07/29/20	17-103(b)(3)	Boat on trailer	Complied	Door Hanger
419 Watson Avenue	Accumulation Prohibited	08/12/20	Sec 8-2	Large Debris	Complied	3 file cabinets, uncontained in ROW
450 Watson Avenue	Accumulation Prohibited	08/12/20	Sec 8-2	Lanscaping Debris	Complied	Large Pile of Landscaping Debris
500 North Riverside Drive	Boat/RV Storage	08/18/20	17-103(b)(3)	Boat on trailer	Complied	Door Hanger
419 Genesee	POD	08/28/20	17-116	POD without permit	Outstanding	letter and POD permit application sent 08/28/20
North Riverside Dr/Fifth Avenue	Prohibited Sign	8/31/2020	17.106.2(2)(a)	Prohibited sign	Removed	
North Riverside Dr/Fifth Avenue	Prohibited Sign	8/31/2020	17.106.2(2)(a)	Prohibited sign	Removed	
406 Fourth Avenue	Prohibited Sign	8/31/2020	17.106.2(2)(a)	Prohibited sign	Removed	

<b>Zone 2</b>		<b>North of Fifth Avenue/Westside</b>				
210 Sixth Avenue	Trash Container Areas	06/30/20	Sec 5.5-65	broken dumpster door	Complied	spoke w/ owner of store who advised the dumpster belongs to the apartment building at 210 Shannon Ave, second notice sent 08/12, certified letter sent 08/17/2020
134 Michigan Avenue	Landscaping	08/17/20	5.5-68(a)	Basketball Hoop in ROW	Outstanding	letter sent 08/28/2020, public works has to move hoop everytime they move heavy equipment down the road
126 Michigan Avenue	Boat/RV Storage	08/18/20	17-103(b)(3)	Boat on trailer	Outstanding	Door Hanger
Shannon Ave/Fourth Ave	Prohibited Sign	8/25/2020	17.106.2(2)(a)	Prohibited sign	Removed	
Shannon Ave/Fifth Ave	Prohibited Sign	8/25/2020	17.106.2(2)(a)	Prohibited sign	Removed	
100 Fourth Avenue	Trash Container Areas	08/28/20	Sec 5.5-65	no enclosure	Outstanding	letter sent 08/28/2020
344 Fifth Avenue	Prohibited Sign	08/28/20	17.106.2(2)(c)	Flashing Sign	Outstanding	spoke to owner, sign will be removed
134 Fifth Avenue	Landscaping	07/10/20	5.5-68	Not neat and attractive	Outstanding	letter sent 08/31/2020
<b>Zone 3</b>		<b>South of Fifth Avenue/Eastside</b>				
321 Seventh Avenue	POD	01/24/20	17-116	POD without permit	Outstanding	spoke w/resident and he advised it will be move (01/24/20) / certified letter mailed out 02/19/2020, certified letter sent 05/28/20, reg post 05/29/20, hand delivered 07/08/2020 by CS, certified letter sent 08/03/2020 with notice to appear before code board on 10/07/20
410 Ninth Avenue	Boat/RV Storage	08/12/20	17-103(b)(3)	Boat on trailer	Complied	Door Hanger
705 South Riverside Drive	Boat/RV Storage	08/12/20	17-103(b)(3)	Boat on trailer	Observed	observed 08/12/2020@1050, 08/19/2020@1015
436 Ninth Avenue	Boat/RV Storage	08/19/20	17-103(b)(3)	RV	Observed	a recent death in the family and just had it towed to the house, recheck 30 days
1306 S Magnolia Ave	Landscaping	08/19/20	5.5-68(a)	Vegetation in ROW	Observed	spoke with owner regarding removing first 4 plants in landscaping in front of drive way, letter sent 09/01/2020
400 Seventh Avenue		08/28/20		Piles of junk in yard		neighbor complained the property was not kept up and has piles of junk in the yard
401 Tenth Avenue	Attractive nuisance	08/28/20	5.5-86	hazardous trash	TOT PD	dishwasher in ROW with door attached, turned over to police dept
<b>Zone 4</b>		<b>South of Fifth Avenue/Westside</b>				

300 Cocoa Avenue	Landscaping	06/10/20	5.5-68(b)	Very high grass, not neat & attractive	Complied	observed 06.10.20@1046, letter mailed 06/24/20, rec'd anon compl by phone from neighbor, ROW mowed, certified letter sent 07/10/2020, certified letter sent 08/03/2020 for nuisance viol and property posted, JG will move 08/14/2020
303 Deland Avenue	Boat/RV Storage	07/28/20	17-103(b)(3)	RV in yard	Complied	reported to have been parked for over a week, with someone poss living in RV, observed by MLC 07/29/2020, Letter sent
152 Tampa Avenue	Boat/RV Storage	08/12/20	17-103(b)(3)	Boat on trailer	Complied	observed 08/12/20@ 1037
1310 South Shannon Ave	Landscaping	08/12/20	5.5-68(b)	Very high grass, not neat & attractive	Complied	long grass, not neat and tidy, prev observed 07/10/2020, second notice letter sent 08/12/2020
101 Oraldo Blvd	Landscaping	08/12/20	5.5-68(a)	Rocks in ROW	Complied	letter sent 08/12/20, owner spoke with pworks and received permission to leave rocks until town can post no parking signs
127 Tenth Avenue	Landscaping	08/19/20	5.5-68(a)	Vegetation in ROW	Observed	Door Hanger
1411 S Shannon Avenue	Landscaping	08/19/20	5.5-68(a)	grass req'd to roadway	Complied	dirt in ROW, no silt fence, spoke with ower, SOD being delivered 08/20/20
S. Miramar Ave/ Fourteenth Ave	Accumulation Prohibited	08/21/20	Sec 8-2	Large Debris	Observed	large pile of construction debris, neighbor reported
429 Fifth Avenue	Prohibited Sign	08/28/20	17.106.2(2)(c)	Flashing Sign	Outstanding	letter sent 08/27/2020
145 Eighth Avenue	Obstruction to Vision at Street Intersection	06/09/20	17-97	trees blocking stop sign	Outstanding	Public Works Director requested bushes on south side of property be cut back from encroaching stop sign, letter sent 08/31/2020
518 South Shannon Avenue	Obstruction to Vision at Street Intersection	06/09/20	17-97	trees blocking stop sign	Outstanding	Public Works Director requested sea grapes on west side of property be cut back from encroaching stop sign, letter sent 08/31/2020
144 Ocean Ter	Landscaping	09/01/20	5.5-68(a)	Rock wall in ROW	Outstanding	rock wall in ROW, JG spoke to homeowner. Homeowner refuses to cooperate. PD will deliver letter with compliance date of 09/08/2020
<b>Zone 5</b>	<b>SR500</b>					
<b>Zone 6</b>	<b>Miramar &amp; Wave Crest</b>					
301 South Miramar Avenue	Trash Container Area	07/14/20	Sec. 5.5-65	Accumulation of debris	Complied	Compl recv'd by lpd# 2020-7250, ref trash outside of dumpster, Cliff Stokes will meet with contractor on 07/15/2020, roll off dumpster removed but as of 07/29/2020 large items left out on side on of enclosure
1 Eighth Avenue	Turtle Light	07/24/20	Division 3	Turtle Light Violation	Outstanding	IPD#2020-7691, FWC report in file, 07/24 spoke to Bob Cochran (poc for magnolia key), he advised the condo lightning had been deisgned and approved to state and town guidelines
612 Wave Crest Avenue	Turtle Light	7/24/2020	Division 3	Turtle Light Violation	Outstanding	IPD# 2020-7690, FWC report in file, left message to sepak to supervisor at Ocean Front Cottages, spoke with Chastity who stated all lightning should be turtle compliant but will check the property to confirm
107 North Miramar Avenue	Prohibited Sign	8/5/2020	17.106.2(2)(a)	Prohibited sign	Removed	

105 North Miramar Avenue	Prohibited Sign	8/5/2020	17.106.2(2)(a)	Prohibited sign	Removed	
700 North Miramar Avenue	Prohibited Sign	8/5/2020	17.106.2(2)(a)	Prohibited sign	Removed	
301 South Miramar Avenue	Trash Container Area	08/12/20	Sec. 5.5-65	Accumulation of debris	In Process	Dumpster and 3 rolling trash bins stored outside dumpster enclosure, letter sent to property mgr and association president, mgmt comp emailed advising they have a trash pick-up ordered and are in process of coming up to code
300 North Miramar Avenue	Trash Container Areas	08/28/20	Sec 5.5-65	no enclosure	Outstanding	letter sent 08/28/2020
<b>BTR Violations</b>						
150 Fifth Avenue	BTR Required	03/19/20	Sec 9-1, 9-6, 9-7	BTR not on file	Outstanding	letter mailed 03/19/2020, letter sent 07/07/2020, letter sent 08/13/2020
249 Fifth Avenue	BTR Required	07/07/20	Sec 9-1, 9-6, 9-7	BTR not on file	In the Process	letter sent 07/07/2020
143 Second Avenue	BTR Required	07/14/20	Sec 9-1, 9-6, 9-7	BTR not on file	In the Process	letter sent 07/14/2020
346 Third Avenue	BTR Required	03/19/20	Sec 9-1, 9-6, 9-7	BTR not on file	In the Process	letter sent 03/19/2020, second letter sent 08/13/2020