

Agenda
Town of Indialantic
Regular Meeting of the Town Council
Wednesday, June 10, 2020 at 7:00 p.m.
Council Chambers, 216 Fifth Avenue, Indialantic, FL 32903

A. Call to Order:

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

1. Pledge of Allegiance:

2. Changes to Agenda:

3. Presentations and Proclamations:

- Proclamation recognizing waste haulers (Glass)

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.

Speakers must provide their name and address and direct their comments to the Mayor and not to the 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 Code Enforcement Board and the Board of Adjustment.
- Town Hall will closed on Friday, July 3, 2020 in observance of Independence Day

B. Consent Agenda:

1. Approve Council Meeting Minutes for May 13, 2020
2. Approve Board and Committee Appointments/Reappointments:
 - a) Zoning and Planning Board – Reappoint Les Hatter
 - b) Pension Board of Trustees/Police and Fire – Reappoint Bruce Bogert
3. Approve Solid Waste Rate Increase (0.33%)
4. Approve Resolution No. 06-2020 Temporarily waiving certain provisions of the Town code regarding signs and outdoor dining due to COVID-19
5. Approve Resolution No. 07-2020 Prohibiting single-use plastics and polystyrene products at special events

6. Approve Resolution No. 08-2020 Forming a Playground Advisory Committee
7. Approve Amendment to Interlocal Agreement with Town of Melbourne Beach for Fire Dispatch Services

C. Ordinances and Public Hearings:

1. Ordinance 2020-06 Second/Final Reading:

An Ordinance of the Town of Indialantic, Brevard County, Florida, Relating to the Qualifying Date to Run for Town Council; Making Findings; Amending Section 2.02(4), Town Charter; Changing the Dates Prior to the Town Election to Qualify to Run for Town Council; Providing for Severability/Interpretation; Providing for Repeal of Ordinances and Resolutions Inconsistent Herewith; and Providing an Effective Date.

2. Ordinance 2020-07 First Reading:

An Ordinance Of The Town Of Indialantic, Brevard County, Florida, Relating To The Time A Councilmember Takes Office; Amending Section 2.03, Town Charter; Making Findings; Providing For A Referendum Election And Ballot Language; Amending The Town Charter To Provide When Town Council Members, Including But Not Limited To The Mayor, Take Office After An Election And To Clarify The Duration Of A Council Member's Term; Providing For Coordination With The Supervisor Of Elections; Providing A Severability Clause; And Providing For An Effective Date.

D. Unfinished Business:

1. (Discussion/Action) Proposal for Hydrologic and Hydraulic Study

E. New Business:

1. (Discussion) Vacant Lot at Wavecrest/5th Ave (Berkman)
2. (Discussion) Beach Trash and Littering (Berkman)
3. (Discussion) Beach Parking (Berkman)
4. (Discussion/Action) Interlocal Agreement with Brevard County for CARES Act funding

F. Administrative Reports:

1. Town Manager Report
2. Town Attorney Report

G. Council Reports:

H. Adjourn:

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.

Proclamation

WHEREAS, workers that provide a very essential service handling the solid waste of our society don't receive the proper recognition; and

WHEREAS, these people generally work very long hours in conditions to include hot and inclement weather; and

WHEREAS, other collective service groups receive their much deserved recognition i.e. police, fire fighters, etc.; and

WHEREAS, no jurisdiction, be it State, City, Township or a Country could efficiently run without these people; and

WHEREAS, these people, operating in their daily routine, help prevent disease and other health related issues; and

WHEREAS, these people are represented by all races, creeds, genders and operate in all types of waste collection including liquid and solid; and

WHEREAS, the Town of Indialantic expresses its appreciation of all waste removal personal;

NOW, THEREFORE, I, Dave Berkman, Mayor of the Town of Indialantic, along with the Town Council of the Town of Indialantic do hereby extend our gratitude for and recognition of the vital services provided by Waste Management staff and encourage our citizens to become more aware of the need for quality collectors, transporters, disposal sites and the associated personal needed to provide safe and uninterrupted services; and

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Indialantic to be affixed this ____ day of June, 2020.

Dave Berkman, Mayor

Attest:

Rebekah Raddon, Town Clerk

Meeting Minutes
Town of Indialantic
Regular Meeting of the Town Council
Wednesday, May 13, 2020 at 7:00 p.m.

Held via Communications Media Technology in accordance with State of Florida Executive Order
No. 20-69 and Town of Indialantic Emergency Executive Order No. 2020-08.

A. Call to Order:

A regular meeting of the Indialantic Town Council was called to order via Zoom Webinar by Mayor Berkman on Wednesday, May 13, 2020 at 7:00 p.m. with the following members present:

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

Also present:

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
2. Changes to Agenda – None.
3. Presentations and Proclamations – None.
4. Public Comments, non-agenda items:

Dick Dunn, 330 Tampa Ave., expressed his appreciation for Town staff and elected officials' efforts during the COVID-19 pandemic. He asked what the Town's position is with regard to beach parking in the event there is a spike in positive COVID-19 cases. He expressed concerns regarding an influx of people in particular during the next rocket launch, and felt that it could increase the risk of exposure by town staff, in particular for the police, fire, and public works employees. Mayor Berkman indicated beach parking could be closed again if necessary. Police Chief Connor noted an increase in out-of-county traffic and said he is meeting with other beachside law enforcement agencies to discuss ways to mitigate risk and ensure public safety.

5. Public Announcements: Mayor Berkman stated there are openings on the Code Enforcement Board and the Board of Adjustment.
6. Resolution No. 05-2020 Ratification of Town Emergency Orders implemented due to COVID-19. Mr. Gougelman read the resolution title:

A Resolution of the Town Council of the Town of Indialantic, Brevard County, Florida, Relating to Local Emergency Orders; Making Findings; Ratifying Certain Emergency Orders; Providing a Severability Clause; and Providing for an Effective Date.

MOTION by Mayor Berkman, seconded by Deputy Mayor Glass, and vote unanimous to adopt Resolution 05-2020. Motion carried 5-0.

Town Clerk Raddon read the following public comment submitted via email:

Jim Duncan, 410 Watson Drive:

I live at 410 Watson Drive and would like to suggest installing some speed bumps on Watson Drive. I have seen a big increase in speeders and stop sign running in front of my house and I think that with the opening of Publix it will increase even more. There's quite a few young kids that play in the yard across from me it's dangerous when these cars go flying by. Thanks to the Indialantic police they park in that yard and patrol regularly but when they're not there the speeding resumes. Thank you.

Mayor Berkman asked Mr. Casey to contact Publix to follow up with his request for a speed radar and speed cushions. Mr. Casey noted there has been an increase in traffic on Watson Drive due to the Riverside Drive construction and detours.

B. Consent Agenda:

1. Approve Council Meeting Minutes for March 11, 2020
2. Approve Board and Committee Appointments/Reappointments:
 - a) Budget and Finance Committee – Reappoint Vincent Benevente; Reappoint Michael Melhado
 - b) Civil Service Board – Reappoint Pam Dunn
 - c) Heritage Committee – Reappoint Carol Andren; Reappoint Jenifer Marx; Reappoint Anne Kaylor
 - d) Parks, Recreation, & Beautification Committee – Reappoint Lisa Esrock; Reappoint Beata Pezzeminti
 - e) Pension Board of Trustees, General Employees – Reappoint Danita Bell
 - f) Zoning and Planning Board – Reappoint Dan Sullivan
3. Approve FDEP Grant \$30,000 for Second Avenue Improvements
4. Approve Save Our Indian River Lagoon Grant

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

C. Ordinances and Public Hearings:

1. Ordinance 2020-06 First Reading:

Mr. Gougelman read the ordinance title:

An Ordinance of the Town of Indialantic, Brevard County, Florida, Relating to the Qualifying Date to Run for Town Council; Making Findings; Amending Section 2.02(4), Town Charter; Changing the Dates Prior to the Town Election to Qualify to Run for Town Council; Providing for Severability/Interpretation; Providing for Repeal of Ordinances and Resolutions Inconsistent Herewith; and Providing an Effective Date.

There were no comments from the public.

MOTION by Councilmember Kemp, seconded by Councilmember McKnight, and vote unanimous to approve Ordinance No. 2020-06 on first reading. Motion carried 5-0.

D. Unfinished Business: None.

E. New Business:

1. Lobbyist Services

Mayor Berkman asked lobbyist Jason Steele to speak regarding services he could provide to the Town. Mr. Steele spoke regarding his skills and work experience and gave examples of projects he worked on for other local municipalities, in particular getting funding for muck dredging projects and working on short-term vacation rental issues. As a resident of Indialantic, he would like to provide his services to the Town at a reduced rate of \$1,000/month for a period of twelve months. He offered to help raise funds for items such as holiday decorations and a playground, coordinate meetings with state and federal agencies and elected officials as needed, get leads on grant money, and any other tasks the Town may need assistance with.

MOTION by Mayor Berkman, seconded by Deputy Mayor Glass to utilize Mr. Steele's services at a cost of \$1,000/month for a term of one year to commence October 1, 2020.

Councilmember McKnight asked about outcomes from the Town's previous use of a lobbyist; if it was possible to retain Mr. Steele on an as-need basis instead of by annual contract; and what the parameters of the agreement would be. Councilmember Wright

expressed interest in seeing a proposal or scope of work and mentioned the importance of having clear objectives; he asked if Mr. Steele would attend council meetings and if there was a set number of hours he would dedicate to the Town. Mr. Steele indicated he could attend on an as-needed basis and noted that lobbying entails lengthy hours.

Deputy Mayor Glass commented that the Town hasn't had a lobbyist in recent years, and a previous lobbyist wasn't effective because no direction provided. He added that lobbyists can help municipalities with unique issues that the Florida League of Cities cannot. Mr. Gougelman said he has worked with Mr. Steele and is confident he can deliver what is needed.

Mayor Berkman asked for public comments; the following people spoke:

Brett Miller, 220 Cocoa Ave, spoke in support of hiring the lobbyist and asked what spurred interest in the idea.

After further discussion, Mayor Berkman called for a vote on the motion.

MOTION CARRIED UNANIMOUSLY, 5-0.

2. Relief for Local Businesses

There was discussion regarding ways to help local business impacted by the pandemic. Suggestions included allowing businesses to have additional signage, and outdoor dining. There was brief discussion regarding outdoor shopping. Mr. Casey indicated he is looking into the Cares Act to see what relief, if any, may become available and how the Town could use it. Deputy Mayor Glass spoke regarding the We Live Local campaign.

MOTION by Mayor Berkman, seconded by Councilmember McKnight to authorize the Town Manager to provide relief from the Town's sign code and outdoor dining code through October 1st, 2020, barring any fire or safety issues that may arise, and waiving permitting fees.

MOTION CARRIED UNANIMOUSLY, 5-0.

MOTION by Mayor Berkman, seconded by Councilmember Wright to authorize the placement of a banner, to be designed by Councilmember McKnight and approved by Town Manager Casey, above Fifth Avenue for a period of 6 months.

MOTION CARRIED UNANIMOUSLY 5-0.

Brett Miller, 220 Cocoa Avenue, asked if there would be an issue with local businesses holding an outdoor market; brief discussion followed regarding insurance requirements and the Town's lease.

There was further discussion regarding how to help businesses, suggestions included adding information to the Town's website or creating a Facebook page for businesses to advertise on. Mayor Berkman encouraged everyone to look for ways to support local businesses.

F. Administrative Reports:

1. Town Manager Report – In summary, Mr. Casey spoke briefly about the Cares Act and the Policy Group update; Corporeal Ryan Dovel was awarded Employee of the Quarter; Town Hall will reopen on May 20 with social distancing precautions in place; Building Department software has been purchased; Repairs to the boardwalk are complete; the Town will have a loss of revenue estimated at 7-10% due to COVID-19, issues with Flood Plain Management from 2015 are resolved; Publix will open for business on June 11.
2. Town Attorney Report – None.

G. Council Reports:

Mayor Berkman thanked Vinnie Taranto for his assistance and instruction with utilizing the Zoom platform for tonight's meeting.

Mayor Berkman asked for prayers for a local family whose son was hospitalized due to drowning; police and fire responded and resuscitated the victim but his prognosis is poor.

Councilmember Wright said kudos to Mr. Casey and the Town staff for their work.

Councilmember McKnight thanked Mr. Casey for his frequent communication and keeping the Council informed; she thanked Mayor Berkman for his efforts in communicating with the public.

Councilmember Kemp gave an update regarding the South Beaches Coalition meeting he attended.

Deputy Mayor Glass complimented staff in all departments and thanked all for their work.

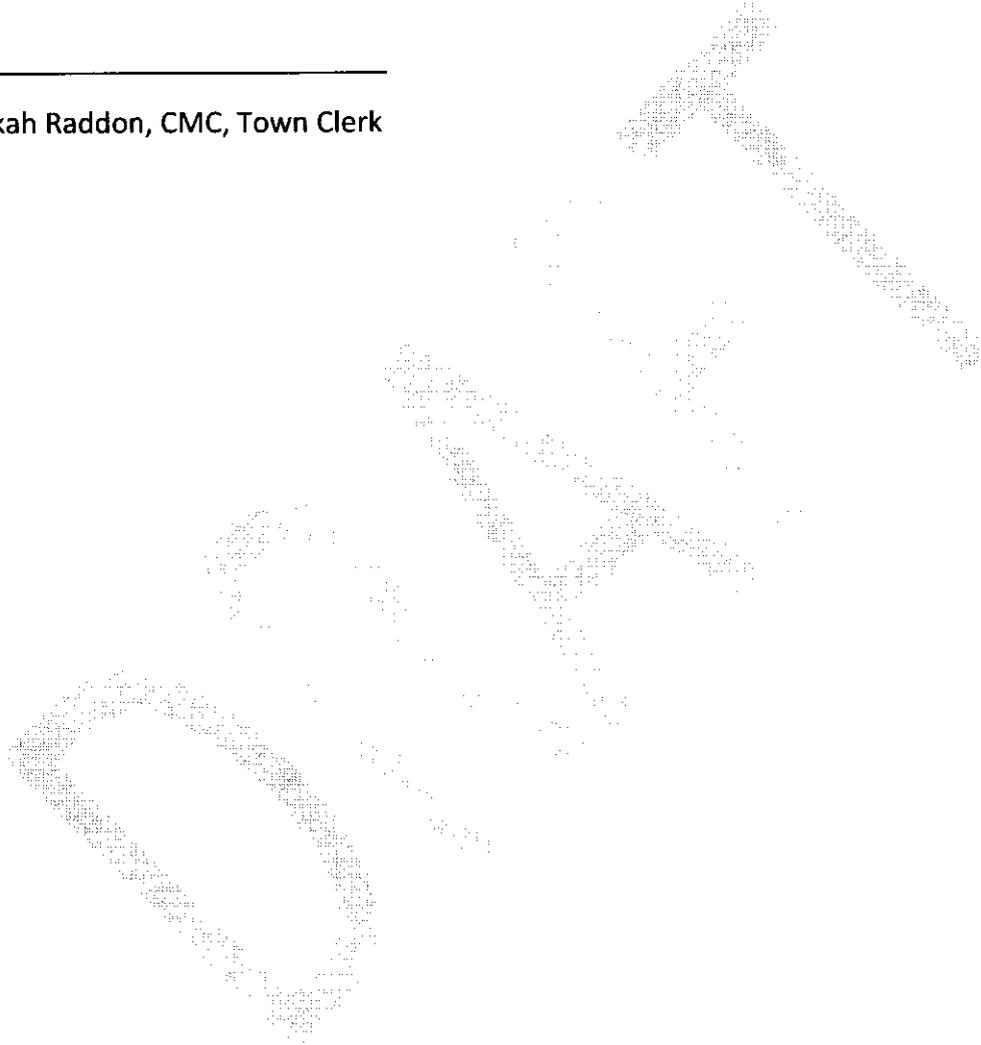
H. Adjourn:

There being no further discussion, the meeting was adjourned at 8:17 p.m.

Dave Berkman, Mayor

ATTEST:

Rebekah Raddon, CMC, Town Clerk



SUBJECT: Solid Waste Rates

Staff Report – Town of Indialantic

Meeting Date: June 10, 2020

Summary:

Harris Sanitation, Inc. has requested Council approval of a rate increase of 0.33% consistent with provisions of Section 14 of the current franchise agreement. For residential rates, including municipal solid waste, recycling and yard trash, the rate will be \$16.94/mo. for residential curb service; \$23.68/mo. for residential rear-door service; and \$16.55/mo. for residential multi-family.

Recommendation:

Approve the 0.33 % rate increase as authorized in the franchise agreement.

MOTION:

Approve the 0.33% rate increase as authorized in the franchise agreement.

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager



May 26, 2020

Mr. Michael Casey
Town Manager
Town of Indialantic
216 5th Avenue
Indialantic, FL 32903

Dear Mr. ~~Casey~~ *Mike* -

Thank you for the opportunity to provide solid waste collection services to the Town of Indialantic.

In accordance with the contractual agreement granted to Harris Sanitation, Inc., please accept this notice for the annual rate adjustment to reflect changes in the cost of doing business.

Latest data reflected in the Consumer Price Index for Urban Consumers (CPI) serves as the basis for a 0.33% adjustment. Supporting documentation is included for your reference. The revised pricing structure, effective October 1, 2020 is attached for your review.

Should you have any questions, please do not hesitate to contact me at (321) 537-4273 or via email at dreider@wm.com.

On behalf of Brevard County's 250+ Harris Sanitation/Waste Management employees, thank you for the privilege of serving the residents and businesses of Indialantic.

Sincerely,

A handwritten signature in black ink that reads "Dina Reider-Hicks".

Dina Reider-Hicks
Public Affairs Manager

A handwritten note in black ink that says "Thank you!" with a long horizontal line underneath.

cc: Christopher Bolyard, Pricing Management, Florida Area
Michael Lewis, Senior District Manager, Brevard County Area

Indialantic

Effective 10/1/2020

Rates apply to customers with MILLAGE CODE: 54S0

****Requires enclosure. Yard waste-no charge in Central Business District of 4th, 5th, 6th Ave sections of A1A (Miramar Ave) & Riverside Dr.

CPI = 0.33%

F R E Q U E N C Y

S
I
Z
E

	1	2	3	4	5	6	Maint.*
2	106.91	176.85	246.79	316.73	386.67	456.61	36.97
3	148.00	252.91	357.82	462.73	567.64	672.55	43.09
4	189.09	328.97	468.85	608.73	748.61	888.49	49.21
6	265.10	474.92	684.74	894.56	1,104.38	1,314.20	55.28
8	341.60	621.36	901.12	1,180.88	1,460.64	1,740.40	61.84

* Included in the matrix rates.

- 8.07 Billed Cubic Yard (Harris Same)
- 0.00 No Billed Loose Yard
- 20.30 Minimum Monthly Commercial Billing

COMMERCIAL TOTES RATES TO CUSTOMER: Service code

Solid Waste	2x/Week	\$34.93	PR2
Recycling	1x/week	Open Market	M96

RESIDENTIAL RATES TO CUSTOMER- WATER BILLED:

	Garbage	Recycle	Yard Trash	Total
Single home	\$12.14	\$3.42	\$1.38	\$16.94
Multi Unit	no special rate	\$12.14	\$3.42	\$0.99
Backdoor	\$18.88	\$3.42	\$1.38	\$23.68

Residential Ancillary Rates		
One Time Charge		Rate
Exchange Cart	(swap out 96 gal nsw or yardwaste cart for 64 or 96 gal rcy cart)	\$ 25.58
Exchange Cart	(swap out 64 gal rcy cart for a 96 gal rcy cart)	\$ 25.58
Additional Recycle Cart	(provide additional 64 or 96 gal rcy cart)	\$ 71.63

Note: Handicap "backdoor" service at above rates. No additional cost.

	Max Monthly Ceiling Pull Rate	Max Monthly Maintenance Fees
15 Yard Open Top Per Pull	\$315.96	\$119.74
20 Yard Open Top Per Pull	\$365.01	\$119.74
30 Yard Open Top Per Pull	\$394.46	\$119.74
40 Yard Open Top Per Pull	\$402.84	\$119.74

EACH CONTAINER"

"ABOVE RATES ARE BASED ON PULL CHARGES ONLY AND DO NOT INCLUDE DISPOSAL AT THE LANDFILL, TAXES, OR LEASING/MAINTENANCE FEES, ALL OF WHICH WILL BE ADDED TO THE FINAL CHARGE FOR THE ROLLOFF CONTAINER"

	Ceiling for Minimum 1 Pull	Ceiling Haul Rate for Each Add'l Pull	Max Monthly Maintenance Fees
15 Yard Compactor Per Pull	\$222.80	\$207.38	\$119.74
20 Yard Compactor Per Pull	\$222.80	\$257.83	\$119.74
30 Yard Compactor Per Pull	\$278.83	\$287.25	\$119.74
40 Yard Compactor Per Pull	\$278.83	\$295.67	\$119.74

MAINTENANCE FEE ON ALL ROLLOFF CONTAINERS ARE CHARGED PER MONTH FOR EACH CONTAINER

"ABOVE RATES ARE BASED ON PULL CHARGES ONLY AND DO NOT INCLUDE DISPOSAL AT THE LANDFILL, TAXES, OR LEASING/MAINTENANCE FEES, ALL OF WHICH WILL BE ADDED TO THE FINAL CHARGE FOR THE ROLLOFF CONTAINER"

CPI for All Urban Consumers (CPI-U)
Original Data Value

For the Town of Indialantic

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Years: 2010 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389										

Index Change = 0.841

CPI Change = 0.23%

SUBJECT: Resolution No. 06-2020 Waiving Certain Provisions of the Town's sign code and outdoor café code

Staff Report – Town of Indialantic

Meeting Date: June 10, 2020

Summary:

Staff drafted this resolution as directed by the Town Council at the May 13 council meeting to help local restaurants and retail businesses during the COVID-19 pandemic. This resolution temporarily waives enforcement of certain provisions of the Town's sign code to allow the following: on-premises A-frame "sandwich board" signs, on-premises detached "ground signs" and on-premises banners, and temporarily waives certain requirements for outdoor cafes for established restaurants to help them serve customers while maintaining social distancing requirements. The resolution may be terminated at any time by order of the Town Council or the Town Manager, but in any event will automatically terminate October 1, 2020.

Recommendation:

Adopt Resolution 06-2020

MOTION:
Adopt Resolution 06-2020.

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

RESOLUTION 06-2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on October 1, 2020, the waiver authorized by this Resolution shall expire and any unpermitted signage erected pursuant to this Resolution shall be permanently removed, and Town regulations for outdoor cafes will resume; and,

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

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

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

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

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

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

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

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

SECTION 4. Termination. This Resolution may be expressly terminated by subsequent order of the Town Council or Town Manager, but in any event will automatically terminate October 1, 2020. Upon termination, the additional signage shall again be considered prohibited signs under Section 17-106 of the Town's sign code, and regulations for outdoor cafes will resume.

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

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

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

PASSED and ADOPTED this _____ day of _____, 2020.

Town of Indialantic

Dave Berkman, Mayor

ATTEST:

Rebekah Raddon, CMC, Town Clerk

SUBJECT: Resolution No. 07-2020 Prohibiting single-use plastics and polystyrene at Special Events on Town Property

Staff Report – Town of Indialantic

Meeting Date: June 10, 2020

Summary:

Town Attorney Gougelman drafted this resolution as directed by the Town Council at the March 11 council meeting. This resolution requires special events that occur on Town property to discontinue the use of single-use plastics and polystyrene materials effective August 1, 2020.

Recommendation:

Adopt Resolution 07-2020

MOTION:
Adopt Resolution 07-2020.

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

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RESOLUTION NO. 07-2020

AN RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO SPECIAL EVENTS ON PUBLIC PROPERTY; MAKING FINDINGS; PROVIDING A POLICY PROHIBITING THE USE OF SINGLE-USE PLASTIC PRODUCTS OR POLYSTYRENE OR POLYSTYRENE FOAM PRODUCTS AT SPECIAL EVENTS ON PUBLIC PROERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, society produces roughly 300 million tons of plastic each year and half of it is disposable; and

WHEREAS, world-wide only 10-13% of plastic items are recycled, and the nature of petroleum-based disposable plastic makes it difficult to recycle; and

WHEREAS, to recycle, recyclers must add new virgin materials and chemicals to do so, and there are a limited number of items for which recycled plastic can be used; and

WHEREAS, although plastic is not generally biodegradable (decompose into natural substance like soil,) it will degrade (break down) into tiny particles after many years, exacerbating the pollution problem; and

WHEREAS, in the process of breaking down, it releases toxic chemicals (additives that were used to shape and harden the plastic) which make their way into the human food and water supply and can kill or disrupt the life cycles of fish and other sea creatures and plant life; and

WHEREAS, these toxic chemicals are now being found in the human bloodstream and the latest research has found them to disrupt the Endocrine system which can cause cancer, infertility, birth defects, impaired immunity and many other ailments; and

WHEREAS, society produces hundreds of millions of tons of plastic every year, most of which cannot be recycled; and

WHEREAS, the Town Council finds that it is obvious that society needs to use less plastic, move towards environmentally sustainable products and services and come up with technology that recycles plastic more efficiently; and

44 WHEREAS, polystyrene foams are generally not biodegradable and waste
45 polystyrene takes hundreds of years to biodegrade and is resistant to photo-oxidation;
46 and
47

48 WHEREAS, polystyrene and single-use plastics many times become litter, and
49 coastal debris including polystyrene and single-use plastics can cause environmental
50 problems, given that animals do not recognize polystyrene foam or plastics as an artificial
51 material and may even mistake it for food; and
52

53 WHEREAS, polystyrene foam blows in the wind and floats on water, due to its low
54 specific gravity, and it can have serious effects on the health of birds or marine animals
55 that swallow significant quantities; and
56

57 WHEREAS, because of the nature of polystyrene, restricting the use of foamed
58 polystyrene takeout food packaging is a priority of many solid waste environmental
59 organizations; and
60

61 WHEREAS, a number of local governments have banned polystyrene food
62 containers, including Berkeley, California, Suffolk County, New York, Portland, Oregon,
63 San Francisco, California, Freeport, Maine, San Jose, California, New York City,
64 Vancouver, British Columbia, the State of Maryland, the nations of China, India, and
65 Taiwan; and
66

67 WHEREAS, polystyrene is commonly used in containers for food and drinks, and
68 the styrene monomer (from which polystyrene is made) is a cancer suspect agent; and
69

70 WHEREAS, whether polystyrene can be microwaved with food is controversial,
71 and some containers may be safely used in a microwave, but only if labelled as such; and
72

73 WHEREAS, the Town Council finds that this Resolution is in promotion of the
74 public health, safety, welfare, and aesthetics of the Town by providing for the reasonable
75 regulation of polystyrene, polystyrene foam, and single-use plastics at special events
76 within the Town.
77

78 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUCIL OF THE TOWN OF
79 INDIALANTIC, FLORIDA:
80

81 SECTION 1. Recitals. Each and all of the recitals ("WHEREAS" clauses) are
82 hereby incorporated herein.
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84 SECTION 2. Adoption of Special Events Policy Against Single-Use Plastics and
85 Polystyrene Products. The following policy shall be and the same is hereby adopted.
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87 Policy Against the use of certain products at special events on public property.

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(a) Definitions.

(1) "Polystyrene products" refers to a synthetic aromatic hydrocarbon polymer made from the monomer known as styrene. Polystyrene can be solid or foamed. General-purpose polystyrene is clear, hard, and rather brittle. It is an inexpensive resin per unit weight. It is a rather poor barrier to oxygen and water vapor and has a relatively low melting point. Polystyrene can be naturally transparent, but can be colored with colorants. Uses include protective packaging (such as packing peanuts and CD and DVD cases), containers, lids, bottles, trays, tumblers, disposable cutlery, plates, and in the making of models. As a thermoplastic polymer, polystyrene is in a solid (glassy) state at room temperature but flows if heated above about 100 °C, its glass transition temperature. It becomes rigid again when cooled. This temperature behavior is exploited for extrusion (as in Styrofoam) and also for molding and vacuum forming, since it can be cast into molds with fine detail. The chemical formula for many polystyrene products is C_8H_8 , and it usually has a weight of .96 grams to 1.05 grams/cm². Under American Society for Testing and Materials (ASTM) standards, polystyrene is regarded as not biodegradable. It is accumulating as a form of litter in the outside environment, particularly along shores and waterways, especially in its foam form, and in the Pacific Ocean.

(2) "Single-use plastic products" means a generally disposable plastics, generally used only once before they are thrown away or recycled. These items are things like plastic bags, cups, straws, plates, coffee stirrers, soda and water bottles, most food packaging, and plastic knives, forks, and spoons. Petroleum based single-use plastics are generally not biodegradable.

(3) "Special event" is an event held on public property, whether a street, right-of-way, beach, park, or other location that is public property. A special event may include but is not limited to art shows, craft shows, surfing contests, paddle board contests, beach concessions, sidewalk sales, business entity grand openings, business entity extensive re-modeling sales, anniversary or anniversary sales, open houses, marathon-type of run events or track meets, or any other type of event which requires a permit or approval from the Town for the event to be held.

(b) With regard to all special events permitted by the Town of Indialantic on public property, the following condition shall be attached to the permit, and no permit shall be issued except as provided herein :

No special event permit or approval shall be granted, unless the applicant and event holder or sponsor agrees that a condition of the permit is that the event shall not permit or involve the use of single-use plastics or polystyrene products at said event. The applicant, sponsor, or event holder shall be responsible for enforcing the condition of none use of single-use plastics or polystyrene products at the special event. Failure to enforce said condition may result in an immediate cancellation of the special event permit by the Town Manager, or said Manager's designee.

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

139
140 SECTION 4. Effective Date. This Resolution shall become effective August 1,
141 2020.

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143 PASSED by the Town Council of the Town of Indialantic on the ____ day of
144 _____, 2020.

145
146 TOWN OF INDIALANTIC, FLORIDA,
147 A Florida Municipal Corporation

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151 _____
152 David Berkman
153 Mayor

154 ATTEST: _____
155 Rebekah Raddon, CMC
156 Town Clerk

SUBJECT: Resolution No. 08-2020 Creating a Playground Advisory Committee

Staff Report – Town of Indialantic

Meeting Date: June 10, 2020

Summary:

Town Attorney Gougelman drafted this resolution as directed by the Town Council at the March 11 council meeting. This resolution creates an advisory committee for the purpose of raising funds and organizing volunteers as needed to install new playground equipment at Nance Park. Mr. Gougelman has noted that this committee is subject to Sunshine laws.

Recommendation:

Adopt Resolution 08-2020

MOTION:
Adopt Resolution 08-2020.

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

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RESOLUTION NO. 08-2020

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, CREATING A SPECIAL ADVISORY COMMITTEE KNOWN AS THE PLAYGROUND ADVISORY COMMITTEE; MAKING FINDINGS; PROVIDING A PURPOSE, METHOD OF OPERATION, AND OTHER TERMS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Indialantic finds it in the best interests of the Town to create a special advisory committee to be known as the Playground Advisory Committee (the "Committee"); and

WHEREAS, the Committee shall operate for a limited duration to advise the Town Council with regard to appropriate playground equipment, to organize volunteers to assist in the purposes for which the Committee is formed, and to assist in raising money provide and maintain playground equipment for certain Town parks; and

WHEREAS, the Committee shall operate under the general direction of the Town Manager's Office; and

WHEREAS, the Town Council finds that the creation of the Committee will promote the public, health, safety, and welfare of the community.

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

SECTION 1. Recitals. Each and all of the foregoing recitals ("WHEREAS" CLAUSES) are hereby incorporated in this Resolution.

SECTION 2. Creation of Playground Advisory Committee.

(a) The Town Council hereby creates a special advisory committee to advise the Town Council with regard to playground equipment for Town parks, to organize volunteers to assist in the purposes for which the Committee is formed, and to assist in raising money to provide and maintain playground equipment for certain Town parks. The Committee shall be known as the Playground Advisory Committee (herein: the "Committee").

(b) The Committee shall consist of not more than seven (7) members, although the Town Council may expand this number from time to time as it deems appropriate. The term of a committee member shall be for 365 days, or until a successor is selected or the member is reappointed, whichever event shall occur second in time.

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(c) The Committee shall not be a standing committee as set forth in Section 2-110, Town of Indialantic Code of Ordinances. The Committee shall be a special advisory committee as set forth in Section 2-111, Town of Indialantic Code of Ordinances. Members of the Committee may be residents of the Town or non-residents of the Town. The Committee shall have a limited duration of not more than two years (730 days), or until the Committee is formally dissolved by the Town Council, whichever event shall first occur.

(d) The Committee shall operate pursuant to Roberts' Rules of Order, 10th Edition. The Town Clerk shall supply assistance to the Committee for the taking of minutes and noticing of meetings. The Town Manager shall provide assistance and guidance to the Committee to assist it to complete its tasks.

(e) The Committee shall select a Chair and Vice-Chair, each of whom shall serve a term of not more than 365 days, or until a successor is selected, whichever event shall occur second in time. The Chair and Vice-Chair may be reappointed.

(f) The Committee shall meet at Town Hall from time to time, as it deems appropriate.

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

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

PASSED and ADOPTED this ____ day of _____, 2020.

TOWN OF INDIALANTIC

David Berkman, Mayor

ATTEST: _____
Rebekah Raddon, CMC,
Town Clerk

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

Staff Report – Town of Indialantic

Meeting Date: June 10, 2020

Summary:

Council is being requested to approve the Sixth Amendment to the Fire-Rescue Dispatch Services Interlocal Agreement with Melbourne Beach. This amendment extends the service for Indialantic to dispatch Melbourne Beach fire services until September 30, 2021. The current amendment to the agreement expires September 30, 2020.

Council approved the Agreement on January 7, 2015 (agenda item VIII-A), the First Amendment on June 10, 2015 (agenda item VI.-C), the Second Amendment on June 8, 2016 (agenda item V. C), the Third Amendment on June 7, 2017 (agenda item V. D) and the Fourth Amendment on June 18, 2018 (agenda item V-F), Fifth Amendment on June 19, 1919 (agenda item VI.E)

Recommendation:

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

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

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

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

SIXTH AMENDMENT TO
FIRE-RESCUE DISPATCH SERVICES INTERLOCAL AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2020, by the Town of Indialantic, Florida, a Florida Municipal Corporation (herein: "Indialantic"), whose address is 216 Fifth Avenue, Indialantic, Florida 32903; and the Town of Melbourne Beach, Florida, a Florida Municipal Corporation (herein: "Melbourne Beach"), whose address is 507 Ocean Avenue, Melbourne Beach, Florida 32951.

RECITALS:

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

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

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

WHEREAS, the Fifth Amendment to the Original Agreement terminates September 30, 2020, and the parties are desirous of extending the effective period of the Original Agreement as amended; and

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

WHEREAS, the Melbourne Beach Town Commission approved this Sixth Amendment to Fire-Rescue Dispatch Services Interlocal Agreement on the ___ day of _____, 2020; and

WHEREAS, the Indialantic Town Council approved this Sixth Amendment to Fire-Rescue Dispatch Services Interlocal Agreement on the 10th day of June, 2020.

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

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

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

SECTION 3. TERM: This Agreement and any amendments hereto will be in force and become effective upon recording in the Public Records of Brevard, Florida (after approval and signature by both elected governing bodies). The term of this Agreement will be from January 27, 2015, the date of recording in the Public Records of Brevard County, Florida, of this fully executed Agreement until ~~September 30, 2020~~ September 30, 2021. The Agreement may be renewed annually.

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

Executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

TOWN OF INDIALANTIC, FLORIDA,
a Florida Municipal Corporation

By: _____

Michael L. Casey, its Town Manager
Address: 216 Fifth Avenue Indialantic, FL 32903

ATTEST:

(TOWN SEAL)

Rebekah Raddon, Its Town Clerk

TOWN OF MELBOURNE BEACH, FLORIDA,
a Florida Municipal Corporation

By: _____

Elizabeth Mascaro, its Town Manager
Address: 507 Ocean Avenue Melbourne Beach, FL 32951

ATTEST:

(TOWN SEAL)

Jennifer Torres, Its Town Clerk

SUBJECT: (Second/Final Reading) Ordinance No. 2020-06 - Town Council Candidate Qualifying Period

Staff Report – Town of Indialantic Meeting Date: June 10, 2020

Summary:

Ordinance No. 2020-06 amends Section. 2.02 (4) of the Town Charter to comply with the new ballot deadline established by the Brevard County Supervisor of Elections. In previous years, the deadline to submit ballot information coincided with the end of the Town’s candidate qualifying period; however, the new deadline (August 17) falls in the middle of the Town’s candidate qualifying period.

Supervisor of Elections Lori Scott explained the earlier deadline is needed to allow her office extra time to translate the ballot information into multiple languages. Ballots have become lengthier in recent years and require more lead time.

Ordinance No. 2020-06 updates the Town’s candidate qualifying period to begin at noon on August 6, 2020 (89th day prior to the election) and end at noon on August 13, 2020 (82nd day prior to election).

Candidate qualifying packets will be ready for pick up by July 1st for anyone interested in running for Town Council. Packets may be picked up earlier than July 1st by scheduling an appointment with the Town Clerk.

Recommendation:

Adopt Ordinance No. 2020-06.

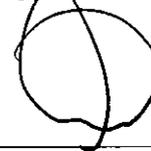
**MOTION:
Adopt Ordinance No. 2020-06 on second reading.**

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

ORDINANCE NO. 2020-06

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO THE QUALIFYING DATE TO RUN FOR TOWN COUNCIL; MAKING FINDINGS; AMENDING SECTION 2.02(4), TOWN CHARTER; CHANGING THE DATES PRIOR TO THE TOWN ELECTION TO QUALIFY TO RUN FOR TOWN COUNCIL; PROVIDING FOR SEVERABILITY/INTERPRETATION; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS INCONSISTENT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, based on schedules for elections in Brevard County, the Brevard County Supervisor of Elections has required that the ballot for all Town Council candidates shall be provided to the Supervisor of Elections by not later than August 17, 2020, which is approximately seventy-eight (78) days prior to the November general election in calendar year 2020;

WHEREAS, Section 2.02(4) of the Town Charter provides that candidate filing for Town Council will close seventy-four (74) days prior to the election, and the Town Charter must be amended to comport with the directives and schedule of Florida law and the Brevard County Supervisor of Elections;

WHEREAS, Section 100.3605(2), Florida Statutes (2005), provides that:

100.3605. Conduct of municipal elections.

(2) The governing body of a municipality may, by ordinance, change the dates for qualifying and for the election of members of the governing body of the municipality and provide for the orderly transition of office resulting from such date changes;

WHEREAS, normally the Town Council would be required to adopt an ordinance

1 which would have to be approved by a referendum prior to the time that an amendment to
2 the Town Charter could become effective. See generally §§166.021(4) and (5) and
3 166.031, Florida Statutes;

4 WHEREAS, the Attorney General has determined that “pursuant to section
5 100.3605, Florida Statutes, the [Town] . . . may by ordinance [without a referendum]
6 amend its [Town] . . . charter to move the dates of [Town] . . . elections . . .” See AGO
7 2000-61;

8 WHEREAS, in AGO 2003-52, the Attorney General specifically stated that a
9 municipality could amend its charter by ordinance without a referendum to change the
10 dates of qualifying for municipal office; and

11 WHEREAS, it is the intent of the Town Council to comply with Florida law in
12 amending the dates for qualifying for municipal office.

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

15 SECTION 1. That Section 2.02(4) of the Town Charter of Indialantic, Florida, is
16 hereby amended to read as follows:

17 **Sec. 2.02. Composition and qualifications.**

18 * * *
19 (4) The town official specified by Town Ordinance for certification of candidacy
20 shall certify a candidate for election to a Council seat who has met the requirements of this
21 Charter, the Town Ordinances, and applicable Florida Statutes to qualify for a Council
22 seat. Certification shall be made to the Town Council. To qualify to run for a Council seat

1 a candidate must file qualifying documents not sooner than 12:00 noon of the eighty-ninth
2 (89th) ~~seventy-fourth (74th)~~ day, nor later than 12:00: noon of the eighty-second (82nd)
3 ~~eighty-eighth (88th)~~ day prior to the date of the election, present to the certifying official: a
4 petition signed by ten (10) currently qualified Town electors; payment of the filing fee as
5 determined by Town Ordinance; and a sworn statement of his or her name, address, and
6 residency within the Town for at least one (1) year prior to the date of qualifying for office.
7 In the event that the eighty-second (82nd) ~~seventy-fourth (74th)~~ day for the close of
8 qualifying to run for Mayor or Town Council falls on a Saturday, Sunday, or holiday, such
9 as Labor Day, qualifying shall end at noon on the Friday prior to the eighty-second (82nd)
10 ~~seventy-fourth (74th)~~ day before the date of the election.

11 SECTION 2. Severability/Interpretation Clause.

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

19 (b) In interpreting the provisions of this Ordinance, the following rules and
20 symbols shall apply:

21 (1) Words underlined are additions to existing text.

22 (2) Words ~~stricken through~~ are deletions from existing text.

1 (3) Asterisks (* * *) indicates a deletion from the Ordinance of text
2 existing in the Town Charter or Code of Ordinances. It is intended that the text in the Town
3 Charter or Code of Ordinance denoted by the asterisks and not set forth in this Ordinance
4 shall remain unchanged from the language existing prior to adoption of this Ordinance.

5 (c) Any legislative intent included in this Ordinance shall not be codified.

6 SECTION 3. Ordinances and Resolutions in Conflict. All ordinances or resolutions
7 or parts thereof that may be determined to be in conflict herewith, except portions of the
8 Comprehensive Plan, are hereby repealed.

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

10 PASSED by the Town Council of the Town of Indialantic Florida, on first reading on
11 the _____ day of May, 2020, and ADOPTED by the Town Council of the Town of
12 Indialantic, Florida, on final reading on the _____ day of _____, 2020.

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14 TOWN OF INDIALANTIC, FLORIDA

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18 By: _____
David Berkman, Mayor

ATTEST: _____
Rebekah Raddon, CMC
Town Clerk

SUBJECT: (First Reading) Ordinance No. 2020-07 – Referendum for charter amendment clarifying term of office and swearing in dates for elected officials

Staff Report – Town of Indialantic Meeting Date: June 10, 2020

Summary:

Ordinance No. 2020-07 creates a referendum to amend the Town charter to clarify language for the terms of office and swearing in dates for elected officials. The referendum specifies that the mayor and councilmembers shall take office at the beginning of the first regular December council meeting or following certification of all town council election results, whichever occurs later. The current language doesn't specify that members take office after certified results are in, allowing members to take office in November or December. For consistency, Town Clerk Raddon has asked for members to be sworn in and take office at the December meeting, since certification of election results are typically received after the November agenda is distributed.

Recommendation:

Approve Ordinance No. 2020-07.

**MOTION:
Approve Ordinance No. 2020-07 on first reading.**

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO THE TIME A COUNCILMEMBER TAKES OFFICE; AMENDING SECTION 2.03, TOWN CHARTER; MAKING FINDINGS; PROVIDING FOR A REFERENDUM ELECTION AND BALLOT LANGUAGE; AMENDING THE TOWN CHARTER TO PROVIDE WHEN TOWN COUNCIL MEMBERS, INCLUDING BUT NOT LIMITED TO THE MAYOR, TAKE OFFICE AFTER AN ELECTION AND TO CLARIFY THE DURATION OF A COUNCIL MEMBER'S TERM;; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Charter is unclear as to precisely when a Council Member is deemed to have been elected; and

WHEREAS, the Town Charter is in need of revision to denote when a Council Member should be sworn; and

WHEREAS, pursuant to its home rule powers in Article VIII, Section 2, Florida Constitution of 1968 and Chapter 166, Florida Statutes; Sections 166.021 and 166.031, Florida Statutes, and the Town's Charter, the Town Council hereby adopts this Ordinance, subject to approval by the Town electorate.

BE IT ENACTED BY THE TOWN OF INDIALANTIC, FLORIDA:

SECTION 1. Incorporation of Recitals. Each and all of the foregoing recitals ("WHEREAS" clauses) are hereby incorporated herein.

SECTION 2. Referendum Election. A referendum election is hereby called and scheduled to be held concurrent with the general Town election on the 3rd day of November, 2020, to determine whether the amendment to the Charter of the Town of Indialantic/Charter Amendment Time of Taking Office.Ord

5/27/20

Indialantic, Florida, appearing in Section 3. hereof shall be approved by a majority of the votes cast in such election in which the qualified electors of the Town shall participate. Such referendum election shall be held and conducted in the manner prescribed by law for all elections. The places for voting in such referendum election shall be such locations as shall be otherwise established for the general election to elect the Council Members on November 3, 2020, or by early voting or by absentee ballot, as provided by law. All duly qualified electors of the Town of Indialantic shall be entitled to participate in said election.

SECTION 3. Amendment to Charter. In interpreting the amendment in this Section, language that is underlined is an addition to the existing text of the Town Charter. Language that is ~~stricken through~~ is a deletion from the existing text of the Town Charter. It is proposed that Section 2.03 of the Town Charter of the Town of Indialantic, Florida, shall be amended to read as follows:

Sec. 2.03. Term of office [~~;- holding other offices~~].

(1) Council members, including but not limited to the Mayor, shall take office at the beginning of the first regular December first regular Council meeting, or following certification of all town council election results in the manner provided by law, whichever event shall be later in time, following every municipal election or runoff as hereinafter provided. Council members, including the Mayor, Except as provided in Section 2.05 hereinbelow, they shall hold office for a term of two (2) years, or until their successors are certified as having been elected as provided by law and sworn into office elected and qualify, whichever event shall occur second in time.

SECTION 4. Ballot Question. Concurrent with the Town General Election scheduled for November 3, 2020, the following question shall be placed on the ballot

following the placement on the ballot of candidates for the office of Council Member, if any. The issue shall be worded substantially as follows:

No. 1

INDIALANTIC TOWN CHARTER AMENDMENT

**SECTION 2.03, TOWN CHARTER
TOWN COUNCIL TERM OF OFFICE**

The Town Charter requires that Town Council Members, including the Mayor, shall take office at the first regular Council meeting following an election, which is normally in November. This proposed Charter amendment changes the time of taking office from the first regular Council Meeting to the December Council meeting, or following the certification of election results in the manner provided by Florida law, whichever event occurs later in time.

YES (for approval) _____

NO (for rejection) _____

SECTION 5. Coordination with Supervisor of Elections. The Town Clerk is hereby authorized and directed to coordinate with the Supervisor of Elections of Brevard County to include the above-described question on the ballot concurrent with the general election to be held on November 3, 2020.

SECTION 6. Severability Clause. 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 7. Effective Date.

(a) Section 3. of this Ordinance shall become effective only if a majority of the registered electors of the Town of Indialantic, Florida, casting votes at the municipal election on November 3, 2020, on Town Charter Question No. 1 approve the amendment set forth in Section 3. of this Ordinance. If the amendment is approved by the registered electors, the Charter amendment embodied herein shall be immediately effective and shall be incorporated into the Town Charter. The Town Clerk is directed upon adoption of Section 3. of the Ordinance to promptly file the Charter with said amendment incorporated therein with the State of Florida, Secretary of State, as required by Section 166.031, Florida Statutes.

(b) Sections 1., 2., 4., 5., and 6. of 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, FLORIDA

By: _____
David Berkman, its Mayor

ATTEST: _____
Rebekah Raddon, CMC,
Town Clerk

SUBJECT: Hydrological & Hydraulic (H&H) Study

Staff Report – Town of Indialantic Meeting Date: June 10, 2020

Summary:

At the January 2020 Council meeting directed staff to obtain a detailed proposal for an H&H study. B.S.E. provided a breakdown and quote for an H&H study which is attached. The quote attached is for \$71,810 plus reimbursable expenses. Having researched possible grants and at this time none could be located.

Recommendation:

Guidance from council if this is something which we should look into budgeting with this upcoming budgeting cycle and/or look into future grant possibilities.

MOTION:

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager



B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

April 30, 2020

Via E-mail

Mr. Michael Casey
Town of Indialantic (*hereafter referred to as "Client"*)
216 Fifth Avenue
Indialantic, FL 32903
E-mail: mcasey@indialantic.com

**Re: Proposal to Provide Professional Engineering and Surveying Services for the Town's
H+H Study
B.S.E. Proposal File # 20-04-1700**

Dear Mr. Casey:

B.S.E. CONSULTANTS, INC. is pleased to present this letter agreement to provide Professional Engineering and Surveying Services as referenced above.

We understand that you desire to contract for a Hydrological and Hydraulic (H+H) Study for the Town. Further, the H+H study selected was Option #1 as presented at the January 8, 2020 City Council meeting. Option #1 will provide a comprehensive Town-wide basin model that will utilize available Brevard County LiDAR data and model (in 2-D) both the existing pipe networks and proposed storage improvements for multiple storm events.

Our **Scope of Services, Schedule and Proposed Fees** for providing services are detailed below:

SCOPE OF SERVICES

1. Existing Stormwater and Drainage System Data Collection

- Obtain and compile information related to the existing drainage pipes (condition, material type, size, and invert elevations) throughout the Town and organize by basin location.
- Utilize existing public domain LiDAR data to generate a topographic map of the Town.
- Obtain surveyed topographic information to supplement the LiDAR data as needed including cross-sections of roadways.
- Exhibits – topo survey with and without aerial photo background

2. Existing Stormwater and Drainage System Stormwater Assessment

- Identify sub-basins within each drainage basin (area draining to each inlet).
- Hydraulically model the existing stormwater and drainage system and run multiple storm events (e.g. 1-, 3-, 10-, 25-, and 100-year 24 hour)
- Analyze results to determine where stormwater system deficiencies, conveyance and culvert restrictions, exist.
- Exhibits
 - land use cover, soil classification and vegetative cover maps
 - Drainage basin and sub-basin delineation
 - Existing system hydraulic routing flooding area locations

3. Proposed Stormwater and Drainage System Stormwater Assessment

- Consult with Town staff to discuss problem areas identified in the model, correlate with known drainage problems, and target specific areas for improvements.
- Conduct further analysis of the hydraulic model results in order to determine necessary improvements to minimize flooding for specified storm events.
- Modify the hydraulic model to incorporate the proposed improvements identified.
- Exhibits – system flooding area locations with proposed improvements

4. Exhibits and Report

- H+H report – a detailed summary of the stormwater and drainage system that details the hydraulic model analysis input parameters and results (both existing conditions and proposed improvements).
- Exhibits
 - topo survey with and without aerial photo background
 - land use cover, soil classification and vegetative cover maps
 - Drainage basin and sub-basin delineation
 - Existing system hydraulic routing flooding area locations
 - system flooding area locations with proposed improvements
 - Improvement prioritization map (prioritization based on the benefit received and the probable cost of the improvement).
- Deliverables to be provided in both digital, PDF, and hard copy (2) format

5. Public Participation

- Staff meetings and Public Workshops with Council – working closely with Staff will be integral to the success of this effort. We've outlined the following meeting schedule for this project.

- Project kick-off meeting with Staff – set clear objectives based on project scope, develop a schedule that defines milestone completion dates for steps 1 through 4, review timeframes, meetings and updates, and to determine the public involvement methodology and process.
- Public workshop with Council – this provides the Public an opportunity to provide firsthand local knowledge of specific areas that may suffer from drainage deficiencies.
- Staff meetings – review milestone submittals (as needed) and answer any questions.
 - Meet to discuss the results of the existing stormwater and drainage system hydraulic analysis and to review areas for improvement.
 - Meet to discuss the results of the proposed improvements model and prioritization map and accompanying probable costs.

Other

- Design Revisions:** Services resulting from changes in the extent of the project or major changes in documentation previously accepted by the *Client*, where changes are due to permitting agency preferences, not code compliance, which are causes beyond the control or authority of *B.S.E. Consultants, Inc.*, will be provided as "additional services". Errors and omissions in the engineering design will be the responsibility of *B.S.E. Consultants, Inc.*, to rectify without compensation, unless said errors or omissions are due to design features dictated by the *Client* or included in the information provided by the *Client*.
- Permits:** Submission of permit application is not a guarantee of receipt of a permit.
- Concurrency:** This design and permitting effort neither implies nor guarantees that concurrency will be met at the time of construction of the first phase or subsequent phases, nor is it the responsibility of *B.S.E. Consultants, Inc.*, to continuously monitor levels or service or infrastructure capabilities.

SCHEDULE

We anticipate completing this design within six (6) months after authorization to proceed and receipt of all items listed as Client Responsibilities. Permit applications will be submitted at design completion. Completion within this time frame will depend upon timely *Client* and *Agency* input and response.

CLIENT RESPONSIBILITIES

The following information, upon which *B.S.E. Consultants, Inc.* may rely, will be supplied to *B.S.E. Consultants, Inc.*, by the *Client*:

- Soil borings in conformance with applicable agency requirements.
- All out-of-pocket expenses such as copies, prints, mileage and postage.

OTHER CONSIDERATIONS

It is understood that *B.S.E. Consultants, Inc.*, has the right to rely on the data provided by the *Client* in the execution of performing these services.

The plans, designs and documents prepared by *B.S.E. Consultants, Inc.*, shall be the sole property of *B.S.E. Consultants, Inc.*, until payment on any unpaid balance is made in full. The *Client* agrees that until payment is made in full, the *Client* shall not have a proprietary interest in the plans, designs, and/or documents prepared by *B.S.E. Consultants, Inc.* *B.S.E. Consultants, Inc.* shall have the absolute right to request the return of any and all drawings submitted to governmental bodies or other parties on behalf of the *Client* in the event of non-payment of outstanding fees by the *Client* per the terms of this agreement.

FEE AND INVOICING

We will provide the services as defined in the above *Scope of Services* as follows:

Items 1 through 4	\$ 65,710.00
Item 5 – Public Participation	\$ 6,100.00
<i>TOTAL (Exclusive of Reimbursable Expenses)</i>	<i>\$ 71,810.00</i>

Invoices are due in accordance with the attached Standard Contract Provisions. An example copy of *B.S.E.*'s invoice format is attached to and made part of this contract; your signature executing this agreement acknowledges that you accept this invoicing format and that additional accounting detail will not be required by you for payment of invoices within the time limit established within the Standard Contract Provisions. In the event of any litigation arising out of this agreement, the parties hereby agree that the venue shall be in Brevard County, Florida.

Mr. Michael Casey
April 30, 2020
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CLOSURE

In addition to the matters set forth herein, our agreement shall include, and shall be subject to the Standard Contract Provisions attached hereto and hereby incorporated herein. The term "*the Client,*" as used in the attached Standard Contract Provisions, shall refer to *Town of Indialantic*.

If you concur in the foregoing and wish to direct us to proceed with the aforementioned services, please execute this agreement in the space provided and return the same to the undersigned. Fees and times stated in this agreement are valid for thirty (30) days after the date of agreement by *B.S.E. Consultants, Inc.*

We appreciate the opportunity to submit this agreement. Please feel free to contact me at (321) 725-3674 if you have any questions.

Very truly yours,

Scott M. Glaubitz, P.E., P.L.S.

Scott M. Glaubitz, P.E., P.L.S.
President,
B.S.E. Consultants, Inc.

SMG/alm
20-04-1700.apr

Attachment: Standard Contract Provisions
Sample Invoice
Rate Schedule

Mr. Michael Casey
April 30, 2020
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B.S.E. CONSULTANTS, INC. :

Signature: Scott M. Glaubitz, P.E., P.L.S.
Scott M. Glaubitz, P.E., P.L.S.
President

Agreed to this 30th day of April, 2020.

TOWN OF INDIALANTIC:

Signature: _____
(Acknowledges receipt of and agreement with proposal and all referenced attachments)

Print Name: _____

Title: _____

Witness: _____

Date: _____



B.S.E. Consultants, Inc.
Standard Contract Provisions

1. **Scope of Services** - The undertaking of BSE Consultants, Inc. as well as its agents, representatives, consultants, officers, directors and employees, herein referred to as "Engineer" to perform professional services under this Agreement extends only to those services specifically described herein. However, if requested by the Client and agreed to by the Engineer, the Engineer will perform additional services ("Additional Services") hereunder and shall be compensated therefore as set forth below. In addition, the Engineer is authorized to perform Additional Services, for which the Engineer will be similarly compensated, for those services arising due to emergencies, errors or other unanticipated actions by the Client's contractor(s), revised regulations governing the Engineer's services, and when, in the Engineer's opinion, Additional Services are advisable as a result of other factors required by other authorities and such Additional Services are clearly in the Client's interest and advance authorization cannot be obtained. In the event of the performance of such Additional Services, the Engineer will notify the Client as soon as practical of the necessity and inception of the services.

2. **Client's Responsibilities** - In addition to any responsibilities specifically described herein, the Client shall have the following responsibilities to the Engineer:
 - a. Designate in writing a person to act as his representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives and expectations for the project. These data shall include all numerical criteria that are to be met and all standards of development, design or construction that are to be followed.
 - c. Provide to the Engineer all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary, in the Engineer's opinion, such as site survey and engineering data, environmental impact assessments or statements, environmental audits, zoning, title policy, title assessment or other land use regulations, etc., upon all of which the Engineer may rely.
 - d. Arrange for access to the site and other private or public property as required for the Engineer to provide the services under this Agreement.
 - e. Review all documents or verbal reports presented by the Engineer and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Engineer's services.
 - g. Provide such independent accounting, legal, insurance, cost estimating, and overall feasibility services beyond the scope of this Agreement as the Client may require or the Engineer may reasonable request with regard to the professional fields listed above.
 - h. Give prompt written notice to the Engineer whenever the Client becomes aware of any development that affects the scope and timing of the Engineer's service or any defect or noncompliance in any aspect of the project.
 - i. Bear all costs incident to the responsibilities of the Client.

3. Period of Services - Unless otherwise provided herein, the Engineer will begin work promptly after receipt of a fully executed copy of this Agreement and, unless specified otherwise herein, shall complete the services within a reasonable length of time. The provisions of this section and the compensation to the Engineer included in this Agreement have been agreed to in anticipation of a continuous and orderly progress through the completion of the Engineer's services.

- a. Times for performance agreed to herein shall be extended to the extent necessary for delays due to natural disasters, strikes, untimely response from agencies or Client or other circumstances over which the Engineer has no control.
- b. If the Engineer's services are delayed or suspended in whole or in part, the times of performance shall be extended to the extent of such delay or suspension plus a reasonable additional time to allow for rescheduling; such suspension shall not terminate this Agreement unless the Engineer elects to terminate by written notice in accordance with other provisions of this Agreement. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond the Engineer's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

4. Compensation for Services - Unless specifically agreed to herein, the following standard provisions as to compensation amounts shall be applicable.

- a. The Engineer shall be compensated for the services specifically described herein in accordance herewith.
- b. If the Engineer performs Additional Services, the Client shall pay the Engineer for the performance of those Services an amount (in addition to all other amounts payable under this Agreement) based upon the Engineer's current hourly Fee Schedule rates for the actual time spent by the Engineer in providing such Additional Services plus 1.15 times the direct expenses ("Direct Expenses") so incurred by the Engineer in providing such services (except as otherwise provided in paragraph (c) below or as defined within the Fee Schedule, whichever is greater.
- c. In addition to amounts payable by the Client to the Engineer hereunder, the Client shall be invoiced for and shall pay to the Engineer and in accordance with paragraph (5) all taxes, if any, whether state, local, or federal, levied with respect to such amounts.

5. Payments for Services

- a. Invoices will be submitted by the Engineer to the Client monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of each such invoice will be due within twenty-five (25) days of the receipt thereof. A service charge of 1.5% will be added to delinquent accounts for each month of delinquency.
- b. If the Client fails to make any payment due the Engineer for services and expenses within thirty (30) days after the Engineer's transmittal of its invoice therefore, the Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until all amounts due hereunder are paid in full.
- c. In the event any invoice or portion thereof remains unpaid for more than sixty (60) days following the invoice date, the Engineer may initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable including accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expenses shall include, but shall not be limited to, the cost, determined at the Engineer's normal hourly billing rates, of the time devoted to such proceeding by its employees.

- d. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency or conditions unless expressly set forth in this Agreement.
- e. In the event that the Client is not the record owner of the property covered by this Agreement, the Engineer may consider the Client's representation and signature on this Agreement as evidence that the Client has the Owner's permission and consent to enter into this Agreement. It shall be the Client's responsibility to inform the Engineer of any change in ownership or change in any other circumstance that may affect the Engineer's ability to place a lien on the property if payment is not received according to the terms of this Agreement. The Client hereby acknowledges and agrees that the Engineer's Services and Additional Services are professional services that shall be performed in the practice of the Engineer's profession as a planner, engineer or other professional allowed lien rights under Florida law in connection with the specific parcel or parcels of real property referred to in this Agreement and that the Engineer shall be entitled to a lien upon such real property for the money owing to the Engineer for all such Services and Additional Services pursuant to Section 713.03, Florida Statutes (2005 or its successor), or otherwise pursuant to law or equity.

6. Reuse of Documents - All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Engineer to specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Engineer, and the Client shall indemnify and hold the Engineer harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.

7. Electronic Media - In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Engineer, the Client covenants and agrees that all such drawings and data are instruments of service of the Engineer, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyright.

The Client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against the Engineer resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Engineer specified in this Agreement.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than the Engineer specified in this Agreement or from any reuse of the drawings and data without the prior written consent of the Engineer.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by the Engineer, and the Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Engineer be liable for any loss of profit or any damages.

8. Opinions of Cost

- a. Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and

represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, he shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitations established by the Client will be paid for as Additional Services hereunder by the Client.

- b. If a limit with respect to construction or other costs is established by written Agreement between the Client and the Engineer, the following will apply:
 - i. The acceptance by the Client at any time during the performance of services hereunder of a revised opinion of probable cost in excess of the then-established cost limit will constitute a correspondence revision in the previously agreed cost limit to the extent indicated in such revised opinion.
 - ii. Any cost limit so established shall be increased by an appropriate bidding contingency unless another amount is established in writing.
 - iii. If the bidding or negotiating phase of the project has not commenced within six (6) months after the completion of the Engineer's design hereunder, the established cost limit will not be applicable, and the Client shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Engineer's design hereunder and the date on which proposals or bids are sought.
 - iv. If the lowest bona fide proposal or bid exceeds the established cost limit, the client shall (1) give written approval to increase such cost limit; (2) authorize negotiating or rebidding the project within a reasonable time, or (3) cooperate in revising the project's extent or quality. In the case of (3), the Engineer shall endeavor to, without additional charge, modify the plans and specifications prepared by it hereunder as necessary to bring the subject cost within the cost limit. The providing of such service will be the limit of the Engineer's responsibility in this regard and, having done so, the Engineer shall be entitled to payment for its services in accordance with this Agreement and shall have no further liability hereunder.

9. Termination - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Engineer as a result of such termination. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Engineer for services rendered will be proportional amount of the total fee based on the ratio of the amount of the work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior to partial payments, if any, which have been made, plus any and all out-of-pocket expenses incurred by the Engineer in the performance of his duties and as defined in the contract herein, less prior payments for these expenses, if any, which have been made. In the event that the Engineer terminates the contract due to non-payment of fees, an amount equal to 15% of the balance of the fixed fee contract shall be due and payable to termination expenses and liquidating damages in addition to any fees and reimbursable expenses unpaid at the date of the termination and any work in progress but yet unbilled at the termination date.

10. Liability - The Engineer is protected by Worker's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Engineer agrees to hold the Client harmless from loss, damage, injury, or liability arising directly from and to the extent of, the negligent acts or omissions of the Engineer, its employees, subconsultants or anyone for whom the Engineer is legally liable. If

the Client specifically directs the Engineer to obtain increased insurance coverage, or if the nature of the Engineer's activities requires additional Worker's Compensation or similar insurance coverage, the Engineer will take out such additional insurance, if obtainable, at the Client's expense. Further, the Client shall hold the Engineer harmless from any damages caused by delay if work is suspended due to non-payment under the terms of this Agreement.

It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph, the Client will limit any and all liability, claim for damages, cost of defense or expenses to be levied against the Engineer on account of any and all design defects, errors, omissions, professional negligence or damages from any cause or causes, to the Engineer's total fee for services rendered on this project, or \$100,000.00 whichever is greater. It is intended that this limitation of liability apply to any and all liability or causes of action; however alleged or arising unless otherwise prohibited by law. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by the Engineer of such limitation for defects, errors, omissions, or professional negligence, and require, as a condition precedent to his (or its) performance of such work, an identical limitation of liability on his (or its) part against the Engineer. In the event the Client fails to obtain an identical limitation of liability provision as to defects or negligence, the Client shall indemnify and hold the Engineer harmless for any liability related to error, omissions or act of professional negligence in such a manner and to such extent that the aggregate liability of the Engineer, including awards and costs assessed by any mediator-arbitrator for such defect or negligence to all parties including the Client, shall not exceed the aforementioned limitation of liability amount. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or materialmen to install work in accordance with the plans and specifications.

- 11. Standard of Care** - In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its professional practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder.
- 12. Failure to Pay** - In the event the Client shall fail to pay any sum due hereunder within ten (10) days after submission of a statement, and the Engineer must file suit to collect same, then in that event, the Client agrees to pay all costs of collection, including reasonable attorneys' fees, to the Engineer.

Engineer will send Client statements for services rendered and costs advanced at regular intervals. Client agrees to carefully read all billing statements and promptly notify Engineer in writing of any claimed errors or discrepancy within fifteen (15) days from the date of statement. If Engineer does not receive such notice from Client in writing within the applicable fifteen (15) day period, it is presumed that Client agrees with all correctness, accuracy and fairness of the billing statement.

Client and Engineer both agree to waive all rights to any jury trial in the course of determining any matter arising out of or connected with the engagement between the parties hereto, including any claim by Engineer against Client for unpaid legal fees, costs and expenses, and any claim by Client against Engineer, including any claim for breach of contract or professional negligence.

- 13. Expenses of Litigation** - In the event litigation in any way related to the services performed hereunder is initiated against the Engineer by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Engineer, the Client shall reimburse the Engineer for all its reasonable attorney's fees and other expenses related to said litigation.

Such expenses shall include, but shall not be limited to, the cost determined at the Engineer's normal hourly billing rates, of the time devoted to such litigation by the Engineer's employees.

- 14. Hazardous Substances** - It is understood and agreed that in seeking the professional service of the Engineer under this Agreement, the Client does not request the Engineer to undertake or perform any services,

studies, or tests, or to make any determinations involving hazardous substances, as defined by federal law. Therefore, the Engineer undertakes no such obligation hereunder, and the Client agrees to hold harmless, indemnify, and defend the Engineer from and against any and all claims, losses, damages, liability, and costs arising out of or any way connected with the presence, discharge, release, or escape of contaminants or hazardous substances of any kind, or environmental liability of any nature, in any manner related to services performed by the Engineer under this Agreement. If any condition regarding a hazardous substance, including but not limited to, asbestos, is observed by the Engineer or is alleged during the course of the performance of the services hereunder, the Engineer shall have the right to cease all services until the hazardous substance condition has been eliminated. The Engineer shall have the responsibility to notify the Client of any such condition of which the Engineer becomes aware, and the Client shall be solely responsible for the elimination of the hazardous substance condition. If the services to be performed by the Engineer hereunder cannot be performed because of the existence of the hazardous substance condition, the existence of the condition shall be deemed to be a substantial failure on the part of the Client to perform in accordance with the terms of this Agreement, through no fault of the Engineer, for the purposes of termination under Paragraph Number 9.

- 15. Assignment and Subcontracting** - Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Engineer and not for the benefit of any other party. Neither the Client nor the Engineer shall assign, sublet, or transfer any rights or interests in this Agreement without the written consent of the other. However, nothing contained herein shall prevent or restrict the Engineer from employing independent professional associates or consultants, as the Engineer may deem appropriate to assist in the performance of services hereunder.
- 16. Confidentiality** - The Client hereby consents to the use and dissemination by the Engineer of photographs of the Project and to the use by the Engineer of facts, data and information obtained by the Engineer in the routine performance of the services hereunder. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client, the Engineer shall use reasonable care to maintain the confidentiality of such identified material.
- 17. Controlling Law** - This Agreement is to be governed by the law of the State of Florida.
- 18. Binding Effect** - This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
- 19. Merger/Amendment** - This Agreement constitutes the entire Agreement between the Engineer and the Client and negotiations, written, and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.
- 20. Severability and Waiver of Provisions** - Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 21. Consideration** - As specific consideration for the indemnification provided the Engineer by the Client, the Engineer shall pay the Client the amount of One Dollar (\$1.00) by credit upon the transmittal to the Engineer of a signed contract/agreement.
- 22. Titles** - The titles used in this Agreement are for general reference only and are not part of the Agreement.



BSE Consultants, Inc.
312 South Harbor City Boulevard
Suite 4
Melbourne, FL 32901
Phone: 321-725-3674 Fax: 321-723-1159
E-Mail: sbatchellor@bseconsult.com

Invoice

Invoice # 1800
Invoice Date 3/5/2010
Project No 10850 Site Design and Permitting
Project Manager SMG
Service Dates: February 2010
Terms Net 30

Bill To

ABC Company, LLC.
Accounts Payable
555 5th Ave
Melbourne, FL 32901

Item	Description	Contract Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Task 1	Feasibility Study	7,500.00	7,500.00	100.00%	0.00%	100.00%	0.00
Task 2	Caracara Survey	6,500.00	5,175.00	80.00%	15.00%	95.00%	975.00
Task 3	Scrub Jay Survey	7,000.00	5,250.00	75.00%	15.00%	90.00%	1,050.00
Task 4	Gopher Tortoise Survey	6,000.00	3,600.00	60.00%	10.00%	70.00%	600.00
Task 5	Phase 1 Environmental Audit	3,500.00	2,975.00	85.00%	15.00%	100.00%	525.00
Task 6	Boundary Survey	2,250.00	2,550.00	60.00%	15.00%	75.00%	637.50
Task 7	Topographic Survey	1,800.00	900.00	50.00%	10.00%	60.00%	180.00
Task 8	Tree Survey	3,500.00	1,750.00	50.00%	10.00%	60.00%	350.00
Task 9	Conceptual Site Plans	2,250.00	1,462.50	65.00%	10.00%	75.00%	225.00
Task 10	Design Plans	35,000.00	3,500.00	10.00%	5.00%	15.00%	1,750.00
Task 11	Preparation of NPDES Erosion Control Plan	1,700.00	170.00	10.00%	20.00%	30.00%	340.00
Task 12	Site Lighting Plan	8,000.00	400.00	5.00%	10.00%	15.00%	800.00
Task 13	Demolition Plan	3,000.00	150.00	5.00%	5.00%	10.00%	150.00
Task 14	Coordinate Geometry Plan	3,500.00	175.00	5.00%	5.00%	10.00%	175.00
Task 15	Electronic AutoCAD File	5,500.00	275.00	5.00%	5.00%	10.00%	275.00
Task 16	Representation	4,000.00	200.00	5.00%	0.00%	5.00%	0.00
Task 17	Soil Borings	4,500.00	225.00	5.00%	0.00%	5.00%	0.00
Task 18	Landscape and Irrigation Design	9,000.00	450.00	5.00%	0.00%	5.00%	0.00
Task 19	Preliminary Plat	7,500.00	375.00	5.00%	0.00%	5.00%	0.00
Task 20	Final Plat	4,500.00			0.00%	0.00%	0.00

THIS IS ONLY AN EXAMPLE OF OUR INVOICE FORMAT.

Invoice Total:

Payments/Credits:

Balance Due



BSE Consultants, Inc.
 312 South Harbor City Boulevard
 Suite 4
 Melbourne, FL 32901
 Phone: 321-725-3674 Fax: 321-723-1159
 E-Mail: sbatchellor@bseconsult.com

Invoice

Invoice # 1800
 Invoice Date 3/5/2010
 Project No 10850 Site Design and Permitting
 Project Manager SMG
 Service Dates: February 2010
 Terms Net 30

Bill To
 ABC Company, LLC.
 Accounts Payable
 555 5th Ave
 Melbourne, FL 32901

Item	Description	Contract Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Task 21	Plat - Field Monumentation	4,000.00			0.00%	0.00%	0.00
Task 22	Permitting	12,500.00	1,250.00	5.00%	10.00%	15.00%	1,250.00
Task 23	Specifications, Bid Documents & Opinion of Quantities	2,000.00			0.00%	0.00%	0.00
Task 24	Service During Construction	17,500.00			0.00%	0.00%	0.00
Task 25	Construction Certifications	2,500.00			0.00%	0.00%	0.00
Reimb Group	Mileage						18.00
	Delivery						20.00
	Postage						0.88
	Copies						7.50
	Regular Prints						155.40
	Total Reimbursable Expenses						201.78

THIS IS ONLY AN EXAMPLE OF OUR INVOICE FORMAT.

Invoice Total: \$9,484.28

Payments/Credits: \$0.00

Balance Due \$9,484.28



BSE Consultants, Inc.
 312 South Harbor City Boulevard
 Suite 4
 Melbourne, FL 32901
 Phone: 321-725-3674 Fax: 321-723-1159
 E-Mail: sbatchellor@bseconsult.co...

Invoice

Bill To:
 ABC Company, LLC.
 Accounts Payable
 555 5th Ave
 Melbourne, FL 32901

Invoice #: 1798
Invoice Date: 2/2/2010
Due Date: 3/4/2010
Project: 10850 Site Design and Permitting
Project Mgr: Scott Glaubit
Period: January 2010

Item	Description	Date	Hours	Rate	Employee	Amount
030 Roadway	Roadway	1/8/2010	40	150.00	H. Kamal	6,000.00
028 Sanitary Sewer System	Sanitary Sewer System	1/14/2010	24	95.00	A. Saunders	2,280.00
201-General	General Permitting	1/14/2010	16	150.00	S. Glaubit	2,400.00
1009-Site Visit with Contractor	Site Visit with Contractor	1/14/2010	8	90.00	M. McAuliffe	720.00
408-Site Visit	Construction Site Visit	1/22/2010	4	95.00	D. Kean	380.00
Reimb Group	Mileage	1/29/2010		18.00		18.00
	Delivery	1/29/2010		20.00		20.00
	Postage	1/29/2010		0.88		0.88
	Copies	1/29/2010		7.50		7.50
	Regular Prints	1/29/2010		66.60		66.60
	Total Reimbursable Expenses					112.98

THIS IS ONLY AN EXAMPLE OF OUR INVOICE FORMAT.

Total: \$11,892.98
Payments/Credits: \$0.00
Balance Due: \$11,892.98



B.S.E. CONSULTANTS, INC.



FEE SCHEDULE – 2020

Principal Engineer.....	\$210.00/Hour
Senior Project Engineer.....	\$170.00/Hour
Senior Engineer.....	\$150.00/Hour
Senior Surveyor	\$145.00/Hour
Senior Surveyor + 1 Surveyor	\$225.00/Hour
Senior Surveyor + 2 Surveyors.....	\$285.00/Hour
Senior Surveyor + 3 Surveyors.....	\$345.00/Hour
Project Engineer.....	\$140.00/Hour
Staff Engineer	\$110.00/Hour
Environmental Specialist.....	\$110.00/Hour
Environmental Specialist -1.....	\$ 80.00/Hour
CADD Designer.....	\$ 95.00/Hour
Jr. CADD Designer	\$ 50.00/Hour
Administrative Technician	\$ 75.00/Hour
Administrative Assistant	\$ 65.00/Hour
Secretary	\$ 50.00/Hour
Construction Inspector	\$115.00/Hour
1-Man Survey Crew	\$120.00/Hour
2-Man Survey Crew	\$150.00/Hour
3-Man Survey Crew	\$185.00/Hour
4-Man Survey Crew	\$205.00/Hour
Expert Witness	\$330.00/Hour

REIMBURSABLE EXPENSES

24"x36" Regular (Black/White) Prints	\$2.50/Page
24"x36" Color Prints.....	\$7.75/Page
Black/White Copies:	8.5"x11" (\$0.15), 8.5"x14" (\$0.17), 11"x17" (\$0.20)
Color Copies:.....	8.5"x11" (\$0.17), 8.5"x14" (\$0.20), 11"x17" (\$0.25)
All Other Sizes and Outsourced Prints/Copies.....	Prices Available By Request
Faxes	\$1.25/Page
Mileage at IRS Standard Rate (2018)	\$0.58/mile
Charter Airfare.....	AT COST
Permit Application Fees	AT COST
Postage	AT COST

SUBJECT: Vacant lot located at Wave Crest/ Fifth Ave

Staff Report – Town of Indialantic Meeting Date: June 10, 2020

Summary:

Mayor Berkman has asked for discussion regarding development options for a vacant lot located on Wave Crest and Fifth Avenue.

Recommendation:

MOTION:

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

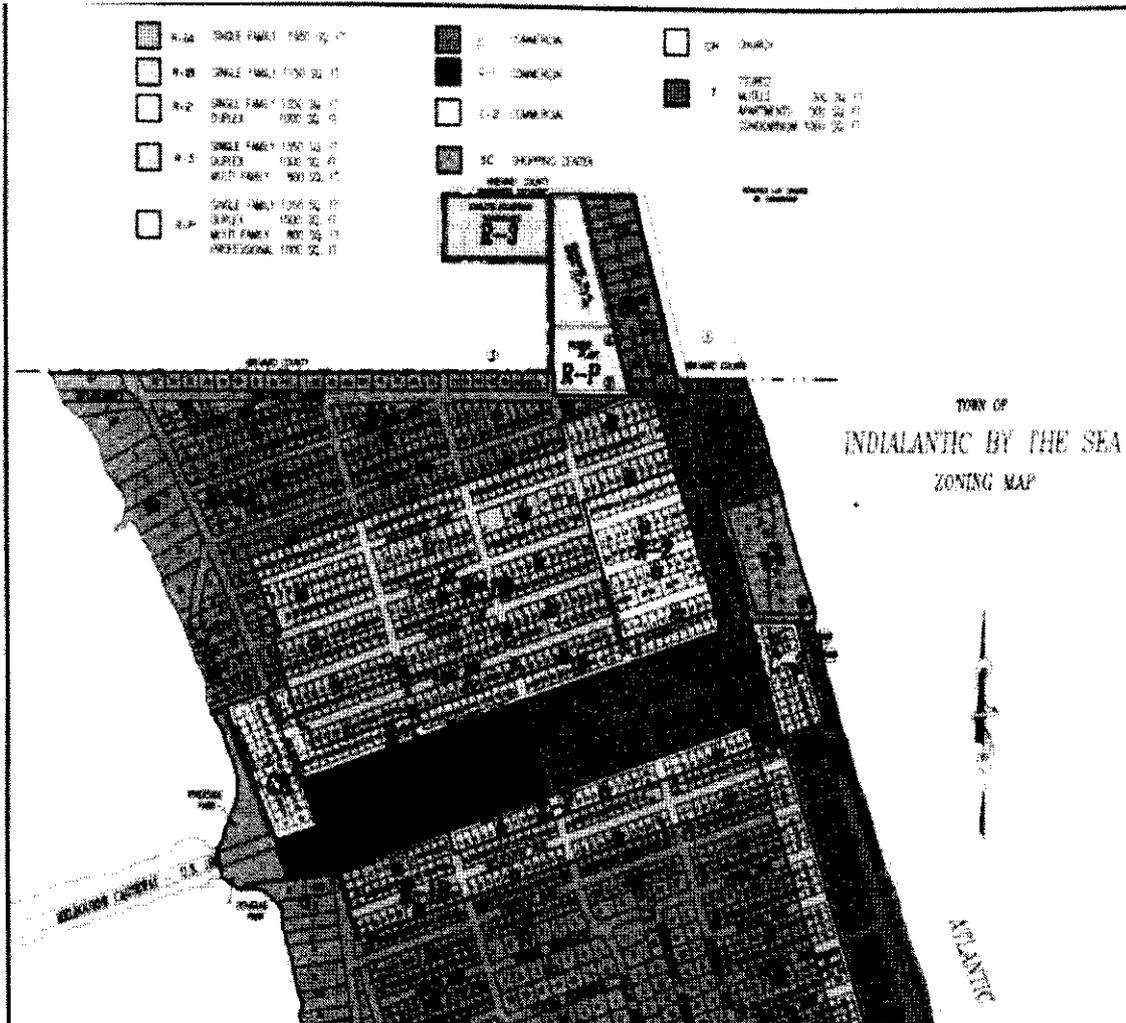


Surf Style - Indialantic

Design Concept for Proposed Retail and Residential Development located at 101 Miramar Ave.

Objectives:

- I. Introduce the Project and Context
- II. Development of Plan
- III. Response to Previously Noted Concerns
- IV. Project Imagery



ZONING SUMMARY

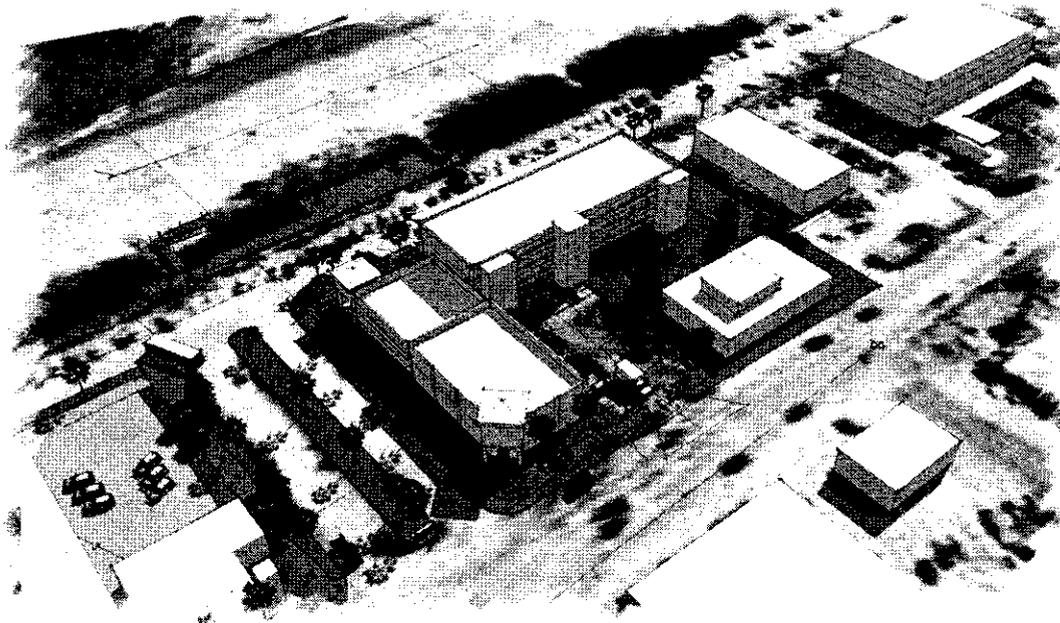
1. Our site is zoned C-2. The C-2 zone is very small and only at our intersection.
2. Dwellings are prohibited in zone C-2. They are also prohibited in zones C and C-1.
 1. Team to review options with city as the proposed design direction is in keeping with the rest of the intent of the beach area.
3. Most of the waterfront property is zoned "T"; Tourist. T allows hotels, motels, condominiums, apartments, vacation rentals.
4. Height limitation: Maximum building height is 35' and shall not exceed 3 stories. Height is measured from ground floor to the highest point of the roof. Chimneys, air conditioning equipment, ventilators, and elevator shaft extensions are excluded in the measurement of building height.
 1. Team to review point of measure for height.
5. Density; Density shall be no greater than 25 dwelling units per acre. Our site is 0.941 acres which equals 23 DU.
6. Density in T zone, use other than motels, shall be no greater than 20 dwelling units per acre. Our site is 0.941 acres which equals 18 DU.
 1. We will assume 18 as maximum density
7. The T zone has a maximum FAR of 2.0 and a maximum lot coverage width of 70% (allowing view corridors to the Ocean). This criteria does not apply in C zones.
8. Parking: There are off-street parking minimums; 2 spaces for every dwelling unit, 1 space per 4 seats in a C-2 restaurant, 2 spaces for the first five hundred (500) square feet per each commercial building, excluding storage space, plus one parking space for each additional five hundred (500) square feet of floor space, excluding storage space.
9. Remote parking. Up to 50% of required parking can be remote located where approved by zoning and planning board.
10. Street parking. I see nothing that allows the use of street side parking to reduce off-street parking requirements.
11. Existing parking. There is some language specific to our block that requires maintaining a minimum number of parking spaces.
 1. Team to review with city as this may no longer apply for the lots where buildings were demolished.

Zoning Map

Schematic Design

DAG Architects Inc.
March 25, 2020
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Sheet 2



DEVELOPMENT SUMMARY

The existing Surf Style store is located at the primary arterial traffic intersection in Indialantic. We are very cognizant of the fact this property is at the center point of the town and a preferred point of beach access. This intersection is also the crossing of two primary development patterns. The 5th Avenue artery is wholly low-rise Commercial use; mostly one story. The A1A / beachfront zone is primarily multi-family tourist development; many of these buildings are composed of 3 residential levels over a single level of parking.

We are proposing a mixed use project that reflects, and responds to, the two development patterns. This project, at this juncture, will have both a commercial and a multi-family aspect. The overall development configuration is L-shaped with the commercial portion facing 5th Avenue and the residential facing the beach.

The commercial component will be single story multi-tenant, with a retail store oriented on 5th Avenue and A1A, and a restaurant addressing 5th Avenue and the beach. Both of these tenants will provide services oriented to the beach and beach goers.

The residential component will be eighteen (18) dwelling units arranged on three elevated floors accessed by stairs, an elevator, and exterior egress balconies. Trash will be collected via a trash chute and enclosed discharge room with ground level access for the commercial tenants and roll-out bins for collection.

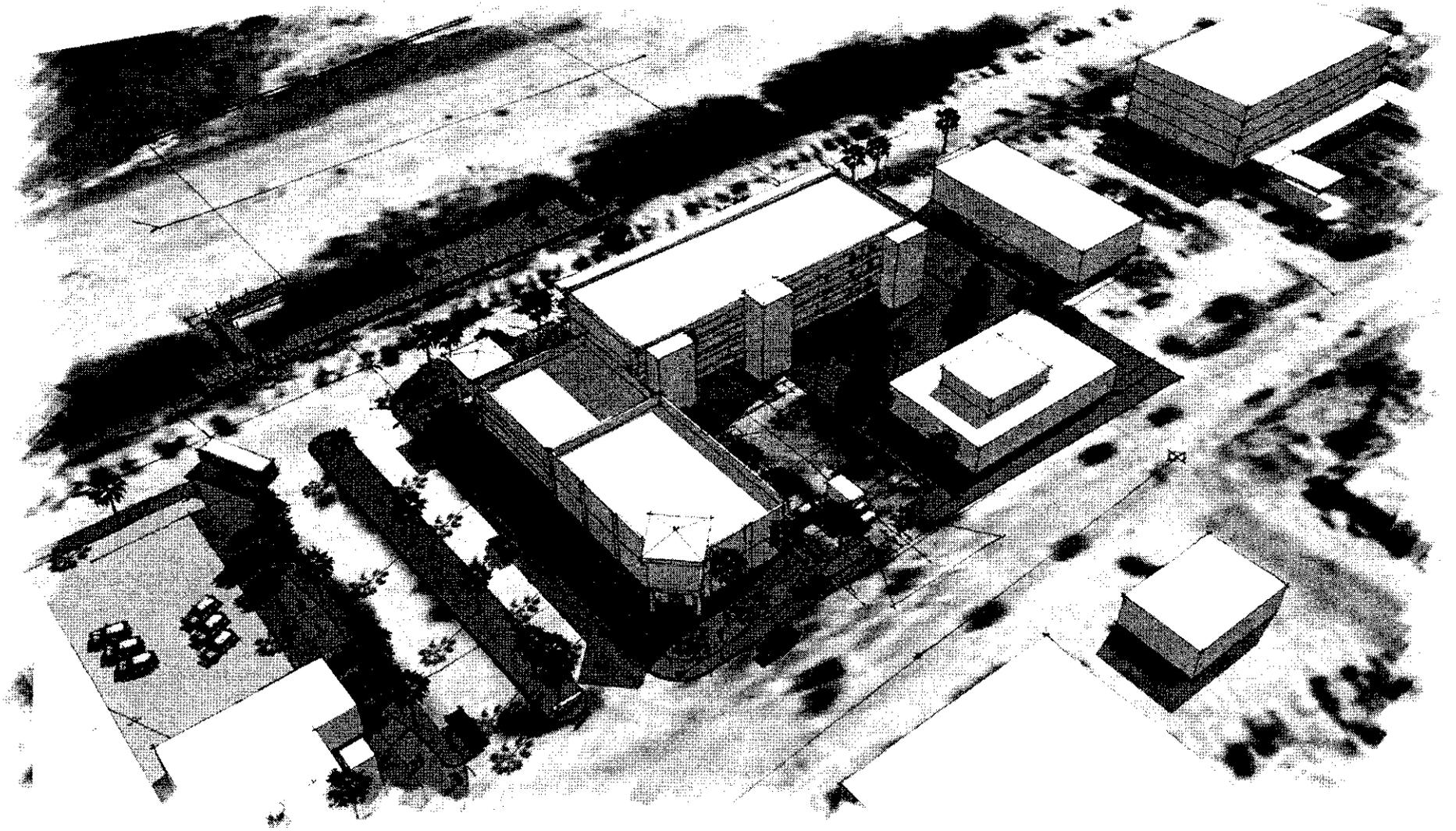
Offstreet parking will be accessed from A1A with a surface lot behind the store and further parking under the residential wing. We also propose extending the public-use streetside diagonal parking on Wave Crest Street along our property frontage. This additional, developer provided, City owned parking will be convenient to the beach and surrounding amenities.

In addition to added public-use parking, we propose adding public realm landscaping and lighting along 5th Avenue and Wave Crest to enhance these routes. There will also be a wide promenade with abundant landscape and hardscape along the commercial frontage and improved pedestrian way along Wave Crest.

Proposed Development Summary

Schematic Design

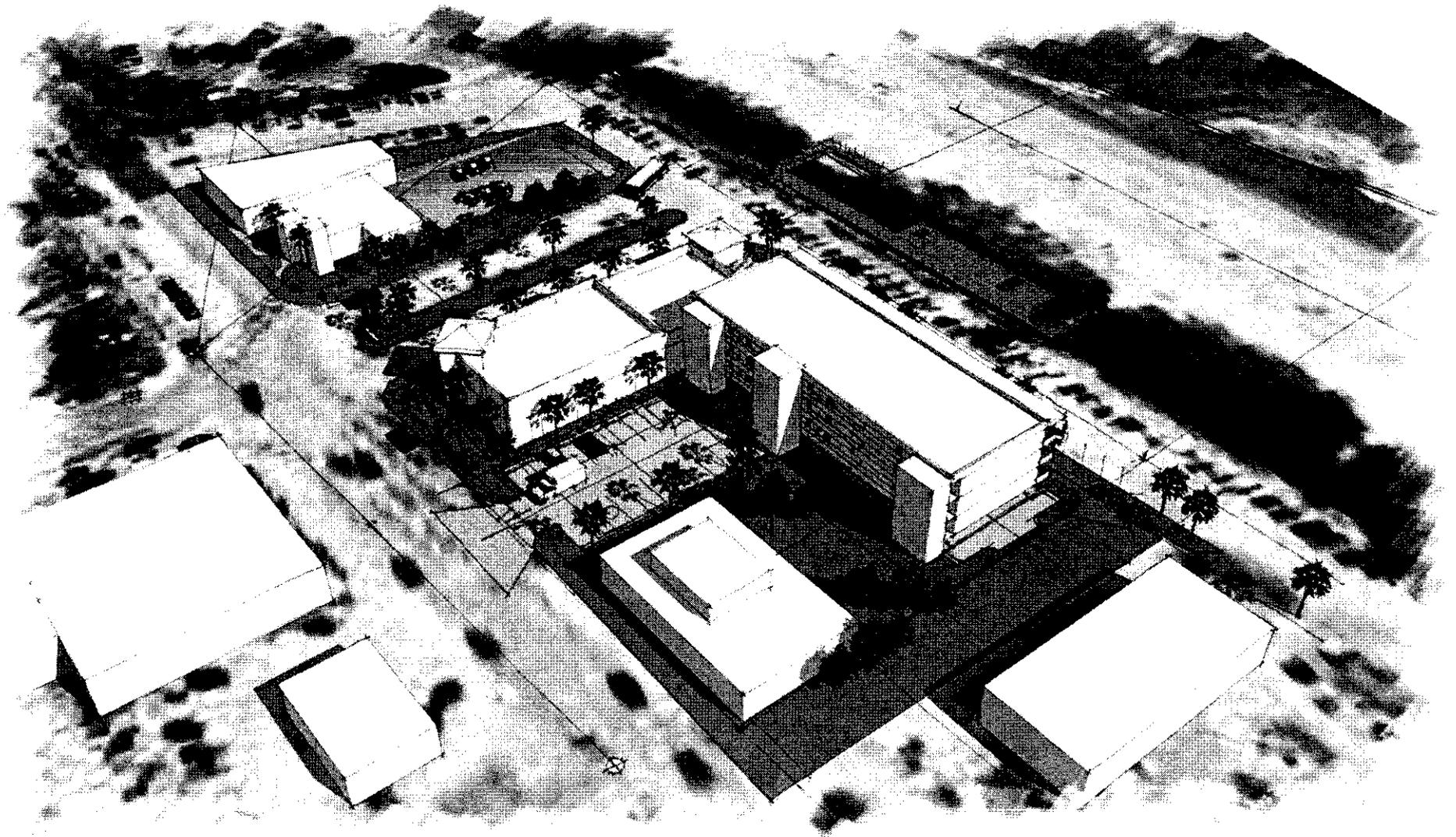
DAG Architects Inc.
March 25, 2020
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Site Aerial Looking E

Schematic Design

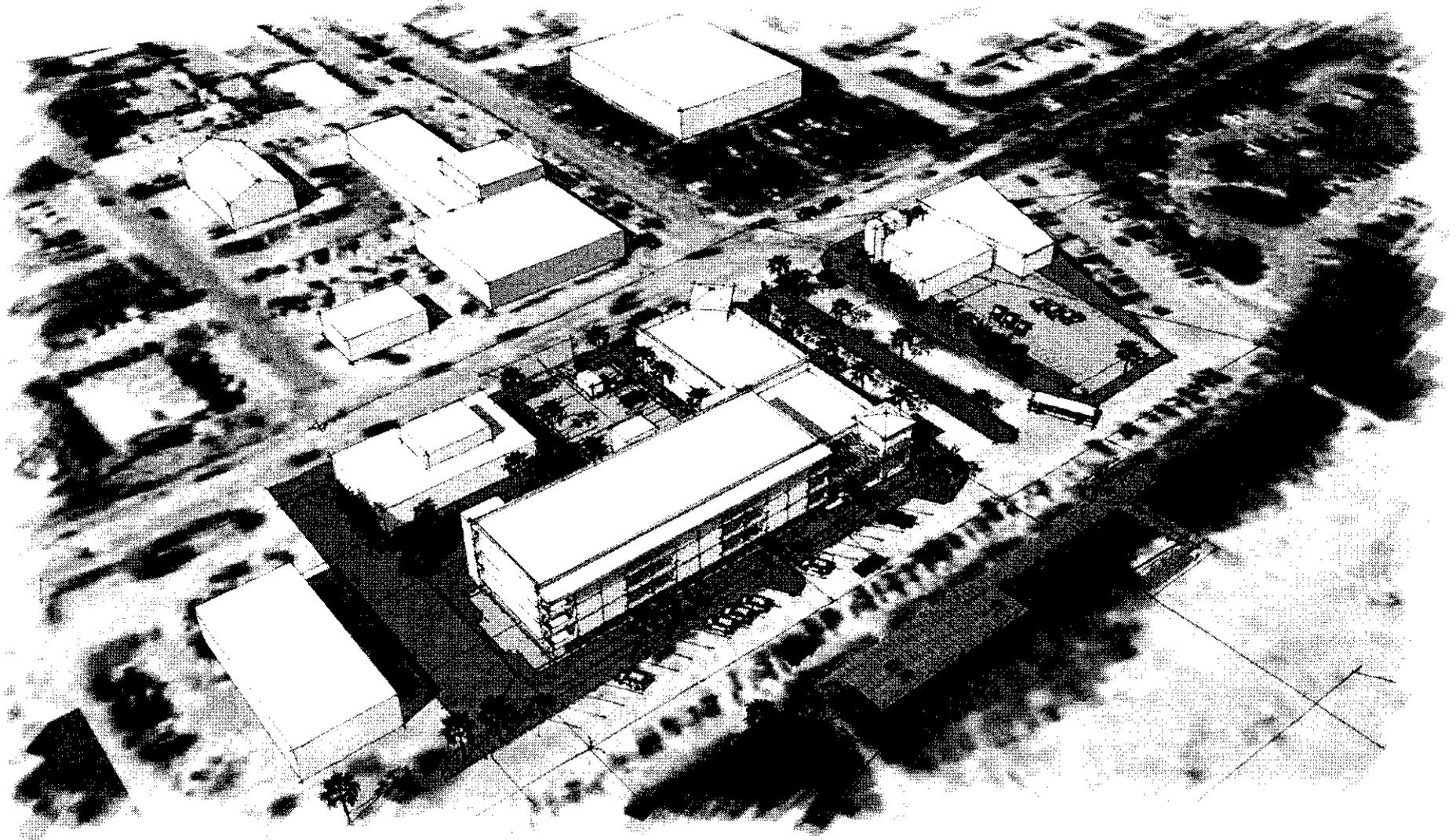
DAG Architects Inc.
March 25, 2020
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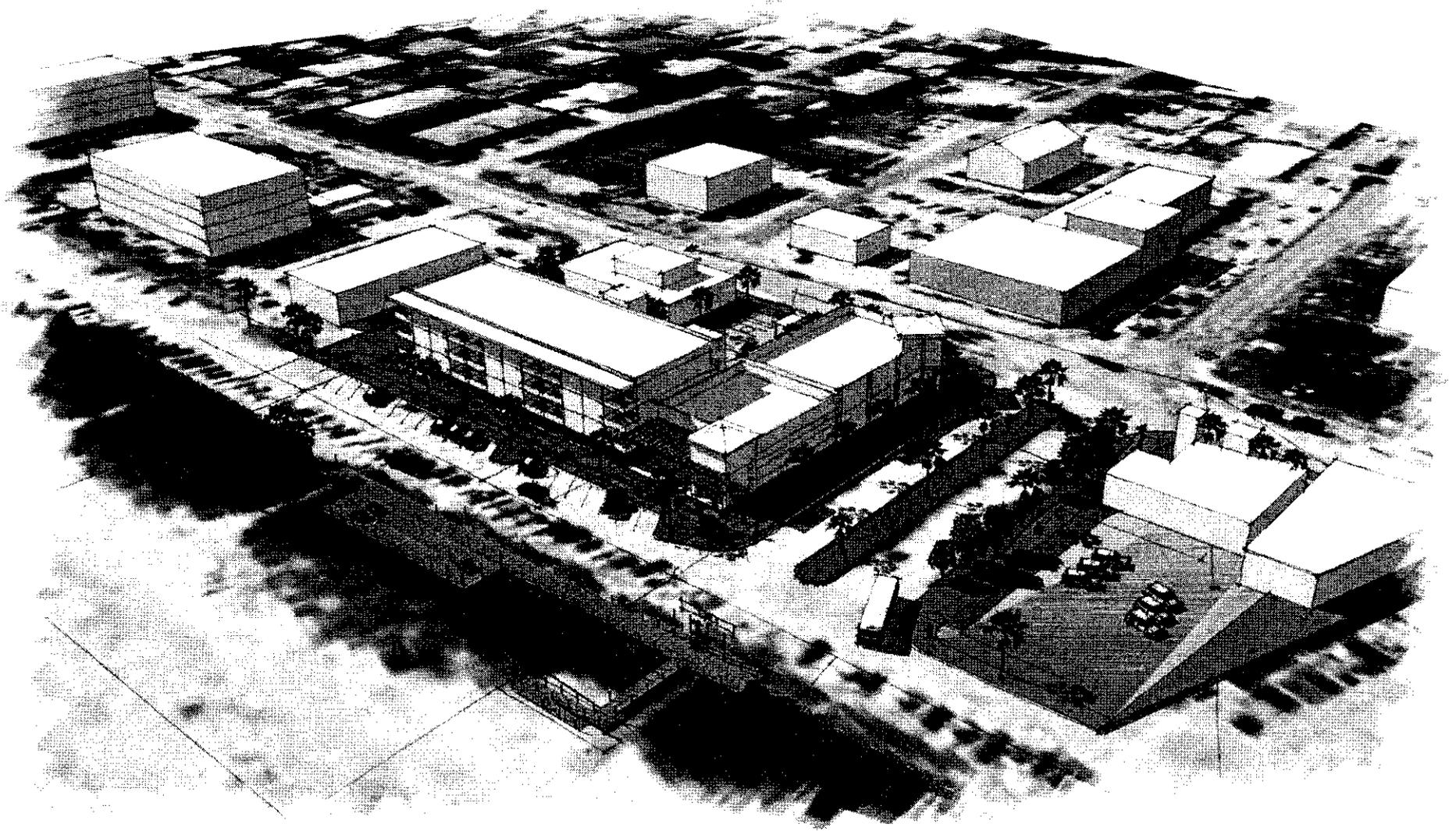
Site Aerial Looking NE

Schematic Design

DAG Architects Inc.
March 25, 2020
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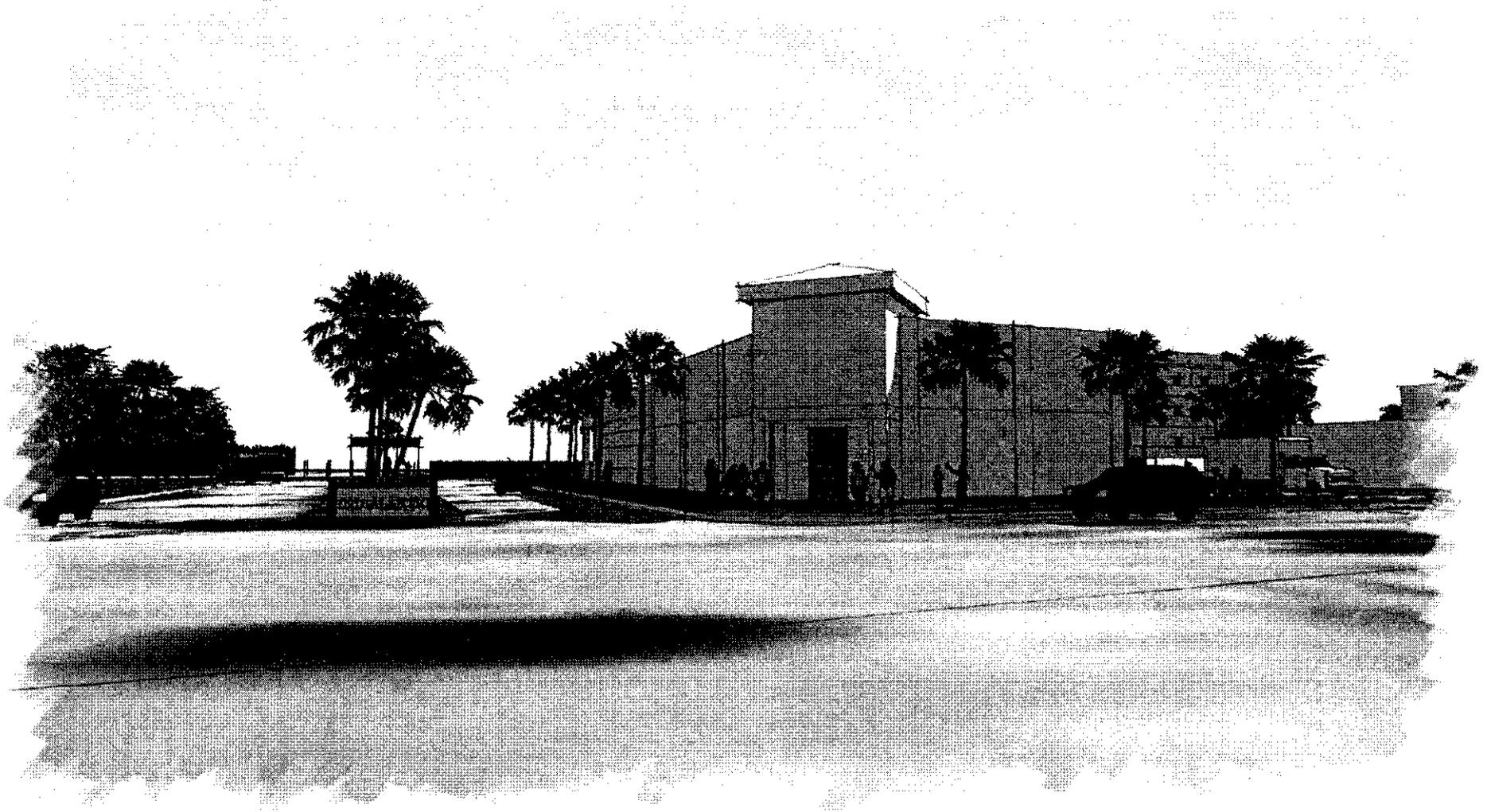
Site Aerial Looking SW



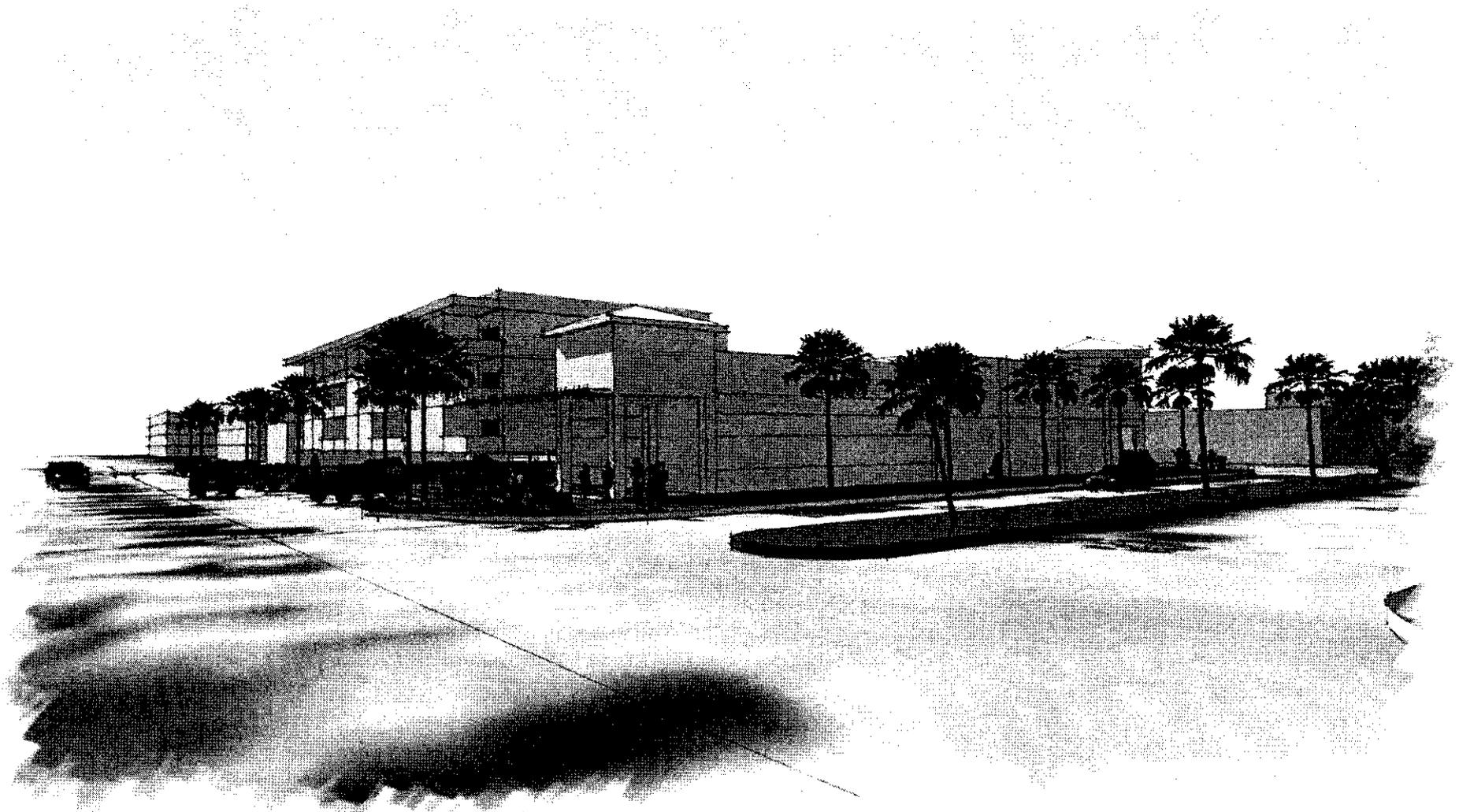
Site Aerial Looking W

Schematic Design

DAG Architects Inc.
March 25, 2020
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View from Intersection of Miramar and 5th Ave



View Looking N on Wave Crest

Schematic Design

DAG Architects Inc.
March 25, 2020
© ALL DOCUMENTS COPYRIGHTED



View looking South on Miramar Ave

SUBJECT: Trash and Litter

Staff Report – Town of Indialantic Meeting Date: June 10, 2020

Summary:

Mayor Berkman has asked for discussion regarding excessive trash and litter on Town beaches.

Recommendation:

MOTION:

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

SUBJECT: Beach Parking

Staff Report – Town of Indialantic

Meeting Date: June 10, 2020

Summary:

Mayor Berkman has asked to have discussion regarding beach parking options for residents and visitors.

Recommendation:

MOTION:

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

SUBJECT: Interlocal Agreement Cares Act Funding

Staff Report – Town of Indialantic Meeting Date: June 10, 2020

Summary:

Brevard County has received 105 million in Cares Act Funding from the Federal Government. Brevard County Commission approved to enter into Interlocal Agreement with municipalities to reimburse eligible expenses covered by the Care Act Funding to municipalities from the Federal Cares Act Funding.

Recommendation:

Approve for Mayor, Town Manager and Town Attorney to sign Interlocal Agreement.

MOTION: Approve for Mayor, Town Manager and Town Attorney to sign Interlocal Agreement

Submitted by:



Rebekah Raddon
Town Clerk

Approved for agenda:



Michael L. Casey
Town Manager

INTERLOCAL AGREEMENT CARES ACT FUNDING

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE TOWN OF INDIALANTIC a municipal corporation organized under the Laws of Florida, hereinafter referred to as "Town."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the Town will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the Town, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the Town covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

SECTION 2. STATUTORY AUTHORITY. This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, 2020.

SECTION 3. CARES ACT REQUIREMENTS.

CARES Act funds may only be used to cover Town expenses that:

- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
- (b) were not accounted for in the Town's Budget most recently approved as of March 27, 2020; and
- (c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the Town for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The Town will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

SECTION 4. RESPONSIBILITY FOR EXPENDITURE OF CARES ACT FUNDS.

- (a) The County, as the recipient of \$105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the Town, meet the requirements set forth in Section 3 above.
- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the Town. This Agreement does not create a contractual right to any expenditure for the Town.
- (c) The Town, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The Town understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the Town is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the Town agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The Town shall remit such payment to the County within 30 calendar days from the date the County notifies the Town, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the Town, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the Town if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the Town for Town expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
- (b) The County will provide the Town with the procedures for requesting CARES Act funds, no later than five business days from the Town's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the Town as soon as approved by the County Manager. The Town agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.
- (c) As of the date of the Town's execution of this Agreement, the Town will coordinate with the County regarding any purchase for which the Town requests CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the Town.

- (d) All purchase orders or contracts, whether issued by the Town or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(a) Town Representative:

(b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the Town representative listed in Section 6.

SECTION 11. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

SECTION 12. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 13. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 14. COMPLIANCE WITH STATUTES.

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:

THE TOWN OF INDIALANTIC

Town Manager

Mayor

As approved by the Council on June 10, 2020

Approved as to legal form and content:

Attorney for the Town

ATTEST:

Scott Ellis, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**

Bryan Lober, Chairperson

As approved by the Board on: _____

Approved as to legal form and content:

Attorney for the County

TOWN MANAGER'S REPORT

June 3, 2020

1. Intergovernmental Activity:

- a. **SR-A1A Pedestrian Crossing at Watson Drive:** Council's request was submitted to FDOT. (02/11/15) FDOT was advised to proceed with plans to install the raised concrete median and crosswalk immediately north of Watson Drive. (10/07/15) The crossing will be folded into a multimodal project. (12/09/15) Construction money for 12 midblock crossings is \$721,708 in FDOT plan. (12/13/17) The project is in design and is expected to be let for construction in FY-20 including Rectangular Rapid Flashing Beacons. (01/10/18) The use of RRFBs is prohibited by the Federal Highway Administration. (01/10/18) FWA now allows RRFBs; however, FDOT has had to re-apply to use them. (04/16/18) Public Hearing was held 7/31/18 with an indication that work would commence in FY-20. (08/08/18) Was notified work is starting on SRA1A between US192 and SR518 (10/1/19). Modifications made to MOT while work is being performed (10/15/19) Barrels have been removed and waiting on flashing lights and roadway markings. (12/30/19) Median removed at this time but will be moved to unknown at this time location after Publix is open (2/3/20)
- b. **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)
- c. **SR-A1A Pedestrian Crossing at 2nd Avenue:** Is to be modified in FY-20 and include Rectangular Rapid Flashing Beacons; however, FWA prohibits the use of RRFBs. (01/10/18) FWA now allows RRFBs; however, FDOT has had to re-apply to use them. (04/16/18) Was notified work is starting on SRA1A between US192 and SR518 (10/1/19). Was notified work is starting on SRA1A between US192 and SR518 (10/1/19). Modifications made to MOT while work is being performed (10/15/19) Barrels have been removed and waiting on flashing lights and roadway markings. (12/30/19) Light is active and FDOT placed new signage speed limit lowered to 35 mph from Pineda to Eleventh Ave. (5/8/20)

TOWN MANAGER'S REPORT

- d. **SR-A1A South of US-192:** FDOT has been requested to lower the posted speed limit from 40 mph to 35 mph. (05/09/18) FDOT will conduct a speed study after the safety improvements have been completed. (01/09/19) Council approved Resolution 19-2019 12/8/19 asking FDOT to lower speed limits on Beachside on State Roadways (12/30/19) FDOT is discussing possible lower speed limits now after controversy on pedestrian crossing (3/3/20) Speed limit lowered south of US-192 to 11th Ave to 35 MPH (6/3/20)
- e. **Pedestrian Crossing Signals:** FDOT inspected the US-192 intersections at Riverside Drive and SR-A1A on 2/22/19 and are evaluating possible audible pedestrian signal improvements. (03/13/19) Spoke to DOT sent Jay email 8/15/19. FDOT looking at updating traffic lights and crossing conducting study to work into the resurfacing in 22/23 FDOT fiscal year (2/27/20)

2. **Fiscal Activity:**

- a. **Fifth Avenue median:** The Town is soliciting proposals from Registered Landscape Architects for consideration to develop a plan to replace the existing plants in the Fifth Avenue median. (06/18/18) A recommendation will be presented to Council for 8/8/18. (08/08/18) Staff is negotiating a contract with Susan Hall Landscape Architecture, Inc. (09/12/18) Workshop will be held 10-18-18 at 6:30 p.m. (10-10-18) Options will be presented to Council at the January meeting for approval. (01/09/19) Some counties in the median are being relocated to Nance and Douglas parks and to the Fifth Avenue median east of SR-A1A to determine if the areas are suitable for relocation once the new plants are installed in the median. (02/13/19) The grant application was sent to FDOT on 3/7/19. (04/16/19) FDOT has approved the application with funding projected in FY-23. (05/08/19) FDOT contacted me and we are on schedule for FY-23 and working with Susan Hall Landscape Architecture, Inc on first past review of submission (7/29/19). Ryan from Susan Hall's sent preliminary information state approved first pass. Working with Ryan on Bid documents (8/1/19) Received initial Project Schedule, Landscape Plans, ITB and Opinion of Project Costs from Susan Halls office for initial submission to DOT for review and I submitted them to FDOT for first review 8/20/19. Heard from DOT Dawn Latchum assigned project number is **442883-2-58-01** for submission (8/21/19). Received comments from FDOT and Susan Hall Landscaping Architecture, Inc is reviewing comments (9/30/19) Spoke with Ryan and his is looking into if lighting can be used (10/28/19) Ryan responded to comments from FDOT on median plans (11/1/19). FDOT wants meeting with landscape architect and town (11/15/19). Meeting wet with FDOT and Susan Hall on 1/28/20 at 2 PM FDOT Deland (11/25/19) Attending meeting and project is still moving forward. Nothing can be done until after repaving is done. Project funded in FDOT 2023 fiscal year earliest project could happen in 8/22 (2/3/20)

TOWN MANAGER'S REPORT

3. **Organizational Activity:**

- a. **Drainage:** The use of drainage retention areas is being explored as an alternative to placing street drainage into the Indian River. (09/09/15)
- b. **Swale:** Public Works has installed swales at 205 S. Ramona Avenue on the 7th Avenue side. (05/15/17) A swale was improved at 810 Wavecrest Avenue and a swale was added at 305 S. Ramona Avenue. (10-10-18) A swale was added at 812 Wavecrest Avenue. (11/07/18) A swale was added at 425 Second Avenue. (02/13/19) A swale was added at 435 Twelfth Avenue. (03/13/19) A swale was added to the west side of S. Riverside Place. (07/10/19) Swale ordinance is presented to town council March 2020 meeting (3/4/20). Waiting on Environmental Task Force to review and make further recommendations.
- c. **Meters:** Meters have been re-programmed to \$1.25 per hour. (10-10-18) Kiosk quote is in process and purchase order for 2 kiosk in Nance Park (10/1/19). 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.
- d. **Pipes Under Pavement:** Placed legal ad for both north and south pipes under pavement project with bids being received from 7/16/19 thru 8/16/19. Had preconstruction meeting with prospective bidders and town engineer on 7/22/19 (7/31/19). Received bids from 4 contractors and have meeting on lowest bidder and BSE on 9/10/19 (9/5/19). Council asked to approve low bidder PRP at 10/9/19 council meeting (10/1/19). Have signed agreement with PRP and received all paperwork. Worked out agreement with City of Melbourne for laydown site on S. Palm old water tower property during project for PRP. Waiting on start date (11/7/19) Start date approximately the second week of January 2020 (12/30/19) PRP is working on project is underway at this time, should last until mid-July (2/3/20) Project is underway and work expected to be completed by July 2020 (3/4/20). Work is progressing and July is expected finish date (5/8/20). PRP is still proceeding and expect to finish south residential this month and move to north residential (6/3/20).
- e. **Website Redesign:** Have been working with the Web Designer the last few months on bringing the town's website in ADA compliance. Had meeting on 7/31/19 with her on latest update and saw mockup of rough current page. Still more work to bring new design active and being ADA compliant (7/31/19). Current Web Designer is stating ADA compatible website is expected by beginning of December, 2019. Also have quote from MuniCode and had conference call and demo of their product. Will present to council options (9/5/19) Met with Robin on 10/1/19 and expects soft site ready in next few weeks (10/2/19). Still working with Robin and hoping for website to be ready sometime in December (11/7/19). Meeting with Robin and expect ADA complainant site up and running mid December (12/3/19) Test site working now and Web Designer is finishing up (2/3/20) We met with Web

TOWN MANAGER'S REPORT

Designer this past week and expect soft release of website in next week (3/4/20) New ADA compliant website is up but still being updated (5/8/20)

- f. **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) Had meeting with Municode and proceeding with codification (6/3/20)
- g. B-4 10th Ave to Ramona Ave Storm Sewer Replacement awarded (2/17/20) Contractor notified waiting on start time (5/8/20)
- h. 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)
- i. 2nd Avenue/Riverside Drive to Ramona Avenue Sewer Replacement (2/17/20) Contractor notified waiting on start time (5/8/20)
- j. B-3 Orlando Boulevard/Ramona Drive Storm Sewer Replacement (2/17/20) Contractor notified waiting on start time (5/8/20)
- k. 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)
- l. B-4 Bike Path/9th Ave. to Melbourne Ave. Storm Water Replacement/Bike Path Relocation (2/17/20) Contractor notified waiting on start time (5/8/20)
- m. B-2 Miami Ave bids opened 3/3/20 and given to BSE for evaluation (4/6/20)
- n. B-3 Orlando Blvd bids opened 3/3/20 and given to BSE for evaluation (4/6/20)
- o. B-3 Ramona Ave bids opened 3/3/20 and given to BSE for evaluation (4/6/20)
- p. B-4 Melbourne Ave bids opened 3/3/20 and given to BSE for evaluation (4/6/20)
- q. B-4 Palm Ct bids opened 3/3/20 and given to BSE for evaluation (4/6/20)
- r. B-5 Ramona Ave bids opened 3/3/20 and given to BSE for evaluation (4/6/20)
- s. 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)

Indialantic Fire Rescue Monthly Report for May 2020

FIRES		
Structure Fires		
Brush Fires		
Vehicle Fires		1
Trash Fires		
Other Fire Calls		
RESCUE & EMERGENCY MEDICAL		
Medical		17
Well Being Check/Lift Assist		2
Water Rescue		3
Motor Vehicle/Pedestrian Accident with injuries		
Motor Vehicle with no injuries		2
HAZARDOUS CONDITIONS (No Fire)		
Electrical Wiring/Equipment Problem/Gas Leak		1
GOOD INTENT CALL		
Dispatched and Cancelled Enroute		1
Dispatched and Cancelled on Scene		3
FALSE ALARM & FALSE CALLS		
False Alarm or False Call		
Smoke Detector activation due to smoke or dust		2
SPECIAL INCIDENT TYPE		
Fire Inspection/Business Tax Receipt (BTR)		
Public Service Calls		9
Assist Other Government Agency		2
Special Type of Incident		4
Hydrant Inspections		
TOTAL CALLS		47
RUNNING TOTAL OF PREVIOUS MONTHS		251
TOTAL CALLS YEAR TO DATE		298
MUTUAL AIDE		
	GIVEN	6
	RECEIVED	0
AVERAGE RESPONSE TIME		
	INDIALANTIC FIRE	2.5
	BREVARD COUNTY	10
VOLUNTEER HOURS		32
	SAVINGS REALIZED BY THE TOWN	\$640
VOLUNTEER F/F ACTIVITY		
	Due to the COVID-19 Pandemic, all volunteer activity was suspended for through May 21st.	
CAREER F/F ACTIVITY		
	The on-duty crews disinfected station and apparatus surfaces on a daily basis. Personnel completed 209 hours of on-line and practical training. Hydrant testing was completed.	

TOWN OF INDIALANTIC BUILDING REPORT

May-20			
	<u>CURRENT</u>	<u>YTD 20</u>	<u>YTD 19</u>
NO. OF PERMITS ISSUED	32	377	383
TOTAL PERMIT FEES	\$3,645.00	\$87,601.00	\$67,964.00
TOTAL CONSTRUCTION VALUE	\$346,977.00	\$14,471,579.00	\$7,630,496.00
PLAN REVIEW FEES	\$90.00	\$14,772.00	\$1,886.50
TOTAL SIGN FEES	\$684.00	\$2,662.00	\$510.00
NO. OF SIGN PERMITS ISSUED	0	0	11
NEW CONVENTIONAL HOMES	0	1	6
NEW MULTI FAMILY HOMES	0	0	0
NEW COMMERCIAL BUILDINGS	0	0	0
MISC. ADDITIONS/ALTERATIONS	0	0	17
CERTIFICATE OF OCCUPANCY	1	5	3
BUILDING CODE INSPECTIONS	84	529	610

Building Department Permits Issued

PermitNo	Company Name	Owner Name/Address	Construction Value	Permit Fee	Plan Fee	Surcharge Fee		
IND20_038	4/13/2020	FENCE	DAIGLE	420 ELEVENTH AVE	\$4,000.00	\$85.00	\$0.00	\$4.00
IND20_282	4/10/2020	REPLACE DOORS	BAUGHN	460 WATSON DR	\$15,689.00	\$145.00	\$0.00	\$4.35
IND20_283	4/6/2020	RE ROOF	Henderson	116 TAMPA AV	\$12,800.00	\$130.00	\$0.00	\$4.00
IND20_288	4/6/2020	REPLACE 3 WINDOWS WITH IMPACT	Sepulveda	1029 WAVE CREST AV	\$3,650.00	\$85.00	\$0.00	\$4.00
IND20_297	4/2/2020	OVER TO UNDER SERVICE IN NEW LOC	BOYNTON	510 WATSON DR	\$3,105.00	\$85.00	\$0.00	\$4.00
IND20_298	4/3/2020	HVAC	BELL	1001 SHANNON AVE S	\$1,900.00	\$75.00	\$0.00	\$4.00
IND20_299	4/13/2020	RE ROOF	Deshinke/Brown, 707 S Pal	707 PALM AV S	\$19,125.00	\$165.00	\$0.00	\$4.95
IND20_301	4/6/2020	RE ROOF	BOYNTON	510 WATSON DR	\$46,921.00	\$300.00	\$0.00	\$9.00
IND20_302	4/8/2020	SIX FOOT HIGH WOOD FENCE	ADAMS, SUSAN	134 EIGHTH AVE	\$4,800.00	\$90.00	\$0.00	\$4.00
IND20_303	4/29/2020	SIX FOOT HIGH WOOD FENCE	PESSA	803 SHANNON AV S	\$9,097.00	\$115.00	\$0.00	\$4.00
IND20_304	4/13/2020	TIE / BEAM - WALL REPAIR	RUBIN, WILLIAM	1033 WAVE CREST AV	\$23,000.00	\$180.00	\$90.00	\$8.10
IND20_305	4/10/2020	HVAC	Griggs	332 OAKLAND AV	\$4,440.00	\$75.00	\$0.00	\$4.00
IND20_306	4/10/2020	HVAC	STRAUB	1212 MAGNOLIA DR S	\$15,369.00	\$75.00	\$0.00	\$4.00
IND20_307	4/9/2020	REPLACE SERVICE PANEL	NORMILE, HUBERT C JR	1316 RIVERSIDE DR S	\$6,355.00	\$100.00	\$0.00	\$4.00
IND20_308	4/14/2020	REPLACE 2 DOORS WITH IMPACT	NEWMAN, MAUREEN	129 MELBOURNE AV	\$10,760.00	\$120.00	\$0.00	\$4.00
IND20_309	4/14/2020	RE ROOF	BIZER	201 GROSSE POINTE	\$11,250.00	\$125.00	\$0.00	\$4.00
IND20_310	4/27/2020	REPLACE WINDOWS AND DOORS WITH I	HORTON	101 TAMPA AV	\$39,537.00	\$265.00	\$0.00	\$7.95
IND20_312	4/28/2020	BURY 250 GALLON LP TANK	FERRY	406 MIAMI AV	\$1,149.00	\$75.00	\$0.00	\$4.00
IND20_313	4/14/2020	REPLACE SERVICE PANEL	BOESCH	1411 SHANNON AVE S	\$1,225.00	\$75.00	\$0.00	\$4.00
IND20_314	4/14/2020	REPLACE 2 WINDOWS WITH IMPACT	WORKMAN	301 MIRAMAR AVE S 2	\$1,600.00	\$75.00	\$0.00	\$4.00
IND20_315	4/16/2020	HVAC void- incorrect unit number	MCVEIGH	50 ELEVENTH AVE 10	\$5,350.00	\$75.00	\$0.00	\$4.00
IND20_316	4/21/2020	ACCORDIAN SHUTTERS	GONSALVES, GERALD A	435 THIRD AV	\$6,965.00	\$100.00	\$0.00	\$4.00
IND20_317	4/20/2020	REPLACE GARAGE DOOR	VIG	505 RAMONA AVE S	\$3,190.00	\$85.00	\$0.00	\$4.00
IND20_318	4/20/2020	REPLACE GARAGE DOOR	FRAZIER	142 ELEVENTH AV	\$2,075.00	\$80.00	\$0.00	\$4.00
IND20_319	4/20/2020	HVAC	BONAFIGLIA	50 ELEVENTH AVE 30	\$5,300.00	\$75.00	\$0.00	\$4.00
IND20_320	4/22/2020	HVAC	SCHENKELBERG, ROBERT	225 MICHIGAN AV	\$5,400.00	\$75.00	\$0.00	\$4.00
IND20_322	4/22/2020	RE ROOF	DAVENPORT	125 EIGHTH AV	\$18,070.00	\$160.00	\$0.00	\$4.80
IND20_323	4/29/2020	ELECTRICAL PV SYSTEM	FISHER, JEFF	212 TWELFTH TER	\$29,640.00	\$215.00	\$0.00	\$6.45
IND20_325	4/28/2020	HVAC	HARGREAVES	222 MICHIGAN AVE	\$6,826.00	\$75.00	\$0.00	\$4.00
IND20_326	4/29/2020	RE PIPE POTABLE WATER	MONTES	315 TAMPA AVE	\$4,800.00	\$90.00	\$0.00	\$4.00
IND20_327	4/28/2020	DEMO INTERIOR OF SFR AND ACCESSO	FONTAINE	109 MICHIGAN AVE	\$15,000.00	\$100.00	\$0.00	\$4.00
IND20_330	4/28/2020	HVAC	BRONSTEMA, NANCY	1204 RIVERSIDE DR S	\$8,589.00	\$75.00	\$0.00	\$4.00
Permits:	32			Grand Total	\$346,977.00	\$3,645.00	\$90.00	\$145.60

<u>Location:</u>	<u>Extra Information:</u>	<u>Date:</u>	<u>Code:</u>	<u>Description:</u>	<u>Status:</u>	<u>Notes</u>
Zone 1						
330 Michigan Avenue	Boat/RV Storage	01/15/20	17-103(b)(3)	Boat on trailer in front	Outstanding	observed 01/15/20, 02/24/20@1108a, 02/25/20@4:06p, 02/26/20@10:29a, Letter
458 Oakland Avenue	Boat/RV Storage	02/20/20	17-103(b)(3)	Boat on trailer in front	Outstanding	Citizen Complaint/observed 02/24/20@1139, 02/25/20@4:08p, 02/26/20@10:33a, 03/09/20@2:46pm, letter 02/26/20, certified letter sent 03/11/20
435 Michigan Avenue	Boat/RV Storage	02/24/20	17-103(b)(3)	Trailer in front yard	Outstanding	Observed 02/24/20@11:10, 02/25/20@4:10p, 02/26/20 @ 10:28a, Letter
405 North Ramona Avenue	Boat/RV Storage	02/24/20	17-103(b)(3)	Boat on trailer in front	Outstanding	observed 02/24/2020@1101, 02/25/20@4:11p, 02/26/20@10:27a, Letter
334 Fifth Avenue	Prohibited Signs	02/26/20	17-106.2	Obsolete Signs	Outstanding	Letter sent 02/26/2020
North Riverside Drive (Oakland)	over sized realstate sign	03/12/20	17.106.3(1)(a)	Prohibited sign	Reported	
North Riverside Drive (Cottage Rose)	over sized realstate sign	03/12/20	17.106.3(1)(a)	Prohibited sign	Reported	
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
418 Oakland Avenue	hoses in front of house	04/08/20			Reported	concerned storm drain is getting blocked with silt from pool drainage, needs silt barrier
241 Third Avenue	Boat/RV Storage	02/24/20	17-103(b)(3)	Boat on trailer in front	Outstanding	Observed 02/24/20@1052, 02/25/20@4:02p, 02/26/20@10:22a, Letter
203 Grosse Pointe	POD	03/11/20	17-116	POD without permit	Outstanding	Observed 03/10/20@ 2:50pm, Letter and POD App sent 03/11/20
333 Wayne Avenue	Debris in ROW	05/04/20	8-21	Debris in ROW	Outstanding	Citizen compl recv'd 05/04/2020, MLC observed 05/04/2020, letter sent 05/05/2020
Zone 3						
1438 South Riverside Drive	Boat/RV Storage	01/15/20	17-103(b)(3)	Boat on trailer in front	Oustanding	observed 01/15/20, 02/24/2020@1248, 02/25/20@4:17p, 02/26/20@10:39a, 03/09/20@3:20pm, Letter 02/26/20, certified letter 03/11/20
1411 South Riverside Drive	Boat/RV Storage	01/15/20	17-103(b)(3)	Boat on trailer in front	Oustanding	observed 01/15/20, 02/24/2020@1247, 02/25/20@4:17p, 02/26/20@10:38a, 03/09/20@3:20pm, Letter 02/26/20, certified letter 03/11/20

321 Seventh Avenue	Landscaping	03/25/20	5.5-68	Veg in ROW	Outstanding	Letter sent 03/25/2020, homeowner at 313 7th Ave voiced concerns @ council meeting
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
400 South Ramona Avenue	Boat/RV Storage	03/16/20	17-103(b)(3)	Boat on trailer in front	Reported	03/16/20@10:45am by MLC
Zone 4						
162 Miami Avenue	Commercial Vehicle	12/18/19	Sec. 15-20	Commercial Veh Parked overnight	Outstanding	observed 12/18/19@ 0048, 02/06/20 @2147, 02/25/20 @1:15am by Ipd #4, letter mailed 02/26/20, cert letter sent 03/11/20
157 Miami Avenue	POD	03/05/20	17-116	POD without permit	Outstanding	Citizen Complaint/ POD in Driveway over a week, 03/09/2020@3:04pm, letter & POD app sent 03/10/20
700 South Shannon Avenue	site plan approval	05/15/18 07/19/18	17-129	Site plan approval	TBCB 08/18/18 Outstanding	
700 South Shannon Avenue	drainage retention	05/15/18 07/19/18	16.5-1	Drainage onto another property	TBCB 08/18/18 Outstanding	
S. Palm Ave/Seventh Ave (s/w corner)	Prohibited Sign	03/18/20	17-106.3(1)(b)	Sign within ROW	Outstanding	spoke with realtor, advised to move sign 03/18/2020@9:15am
150 Fifth Avenue	BTR Required	03/19/20	Sec 9-1, 9-6, 9-7	BTR not on file	In the Process	letter mailed 03/19/2020
230 Ormond Avenue	Landscaping	05/04/20	5.5-68	Veg in ROW	Outstanding	owner emailed and will comply within 30 days
210 South Shannon Avenue	Obstruction of street view	05/06/20	17-97	trees blking street view	Outstanding	letter mailed 05/06/2020 per JG
Zone 5						
Zone 6 (Miramar & Wave Crest)						
612 Wave Crest Ave	Hydrant Clearance	03/11/20	FFPC 18.3.4.1	landscaping blking view of hydrant	Outstanding	Spoke with owner, conveyed clearance requirements, owener will have cut back within a week 03/11/20

101 South Miramar Avenue	Landscaping	03/16/20	Sec. 5.5-68	General disrepair of building and property	Reported	lot over grown
101 South Miramar Avenue	Landscaping	03/16/20	Sec. 5.5-68	General disrepair of building and property	Reported	post coming out of fence
1715 South Miramar Avenue	Vacation Rentals	04/27/20	Sec. 17-117	Vacation Rentals	TOT	Recv'd anon comp regarding Short term rentals, comp advises current occupant w/ GA plates, Address is zoned for short term rentals but info given to PD to inv if in viol of stay at home recommendation

Location:	Extra Information:	Date:	Code:	Description:	Status:	Notes
Zone 1						
330 Michigan Avenue	Boat/RV Storage	01/15/20	17-103(b)(3)	Boat on trailer in front	Complied	observed 01/15/20, 02/24/20@1103a, 02/25/20@4:06p, 02/26/20@10:29a, Letter
458 Oakland Avenue	Boat/RV Storage	02/20/20	17-103(b)(3)	Boat on trailer in front	Complied	Observed 02/24/20@11:10, 02/25/20@4:10p, 02/26/20@10:28a, Letter
604 North Riverside Drive	over sized real estate sign	05/27/20	17-106.3(1)	Oversized real estate sign	Reported	Letter sent 05/27/2020 observed by CPS
435 Michigan Avenue	Boat/RV Storage	02/24/20	17-103(b)(3)	Trailer in front yard	Complied	Observed 02/24/20@11:10, 02/25/20@4:10p, 02/26/20@10:28a, Letter
405 North Ramona Avenue	Boat/RV Storage	02/24/20	17-103(b)(3)	Boat on trailer in front	Complied	observed 02/24/20@1101, 02/25/20@4:11p, 02/26/20@10:27a, Letter
334 Fifth Avenue	Prohibited Signs	02/26/20	17-106.2	Obsolete Signs	Complied	Letter sent 02/26/2020
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
418 Oakland Avenue	Pool Drainage hoses in front of house	04/08/20			Complied	concerned storm drain is getting blocked with silt from pool drainage, needs silt barrier
333 Wayne Avenue	Debris in ROW	05/04/20	8-21	Debris in ROW	Complied	Citizen compl received 05/04/2020, Mt.C observed 05/04/2020, letter sent 05/05/2020
458 Oakland Avenue	over sized real estate sign	05/27/20	17-106.3(1)	Oversized real estate sign	Reported	Letter sent 05/27/2020 observed by CPS
1000 North Riverside Drive	over sized real estate sign	05/27/20	17-106.3(1)	Oversized real estate sign	Reported	Letter sent 05/27/2020 observed by CPS
201 North Riverside Drive	over sized real estate sign	05/27/20	17-106.3(1)	Oversized real estate sign	Reported	Letter sent 05/27/2020 observed by CPS
103 North Riverside Drive	over sized real estate sign	05/27/20	17-106.3(1)	Oversized real estate sign	Reported	Letter sent 05/27/2020 observed by CPS
Zone 2						
241 Third Avenue	Boat/RV Storage	02/24/20	17-103(b)(3)	Boat on trailer in front	Outstanding	Observed 02/24/20@1052, 02/25/20@4:02p, 02/26/20@10:22a, Letter
203 Grasse Pointe	POD	03/11/20	17-116	POD without permit	Complied	Observed 03/10/20@2:50pm, Letter and POD App sent 03/11/20
Zone 3						

400 South Ramona Avenue	Boat/RV Storage	03/16/20	17-103(b)(3)	Boat on trailer in front	Complied	03/16/20 @ 10:45am by M.L.C.
445 Fifth Avenue	Standard governing permitted use	05/11/20	17-126(c)	food truck in parking lot	Complied	05/11/2020 by Chief Fleming observed by MC 05/11/2020 @ 1300 spoke with Kelly Bowling 321-446-6675
517 South Palm Avenue	Boat/RV Storage	05/12/20	17-103 (3)(d)	Boat parked in cul de sac	TOT PD/Complied	anon compl/ IPD met with h/o Ms Fleming who advised the boat will be moved by EOD, they were having a new concrete pad poured. CR 2020-4843
Zone 4						
162 Miami Avenue	Commercial Vehicle	12/18/19	Sec. 15-20	Commercial Veh Parked overnight	Complied	IPD#4 confirmed all commercial markings removed from van 05/10/2020
157 Miami Avenue	POD	03/05/20	17-116	POD without permit	Outstanding	Citizen Complaint/ POD in Driveway over a week, 03/09/2020@3:04pm, letter & POD app sent 03/10/20
S. Palm Ave/Seventh Ave (s/w corner)	Prohibited Sign	03/18/20	17-106.3(1)(b)	Sign within ROW	Complied	spoke with realtor, advised to move sign 03/18/2020@9:15am
150 Fifth Avenue	BTR Required	03/19/20	Sec 9-1, 9-6, 9-7	BTR not on file	In the Process	letter mailed 03/19/2020
235 Ormond Avenue	Landscaping	05/04/20	5-5-68	Veg in ROW	TOT PW	owner emailed and will comply within 30 days/ owner cut back veg but it needs to be removed/ JG calling her
210 South Shannon Avenue	Obstruction of street view	05/06/20	17-97	trees blking street view	Complied	letter mailed 05/06/2020 per JG
116 Miami Avenue	Boat/RV Storage	05/18/20	17-103(b)(3)	RV in front	Complied	boat in driveway in front casey observed 05/26/2020 @848am
Zone 5						

Zone 6 (Miramar & Wave Crest)						
612 Wave Crest Ave	Hydrant Clearance	03/11/20	FFPC 18.3.4.1	landscaping blking view of hydrant	Outstanding	Spoke with owner, conveyed clearance requirements, owener will have cut back within a week 03/11/20
101 South Miramar Avenue	Landscaping	03/16/20	Sec. 5-5-68	General disrepair of building and property	Complied	not over grown
101 South Miramar Avenue	Landscaping	03/16/20	Sec. 5-5-68	General disrepair of building and property	Complied	post coming out of fence
101 South Miramar Avenue	Turtle Light	05/21/20	Division 3	Turtle Light Violation	TOT/PD Complied	comp advised bright lights shining on beach IPDF 5 investigated and observed no violation CR# 2020-5200
200 South Miramar Avenue	over sized real estate sign	05/27/20	17-106.3(1)	Oversized real estate sign	Reported	Letter sent 05/27/2020 observed by CPS