

**Agenda**  
**Town of Indialantic**  
**Regular Meeting of the Town Council**  
**Council Chamber, 216 Fifth Avenue, Indialantic, FL 32903**  
**Wednesday, April 10, 2024, at 6:00 p.m.**

**A. Call to Order:**

Honorable Mark McDermott, Mayor  
Honorable Stu Glass, Deputy Mayor  
Honorable Doug Wright, Councilmember  
Honorable Loren Strand, Councilmember  
Honorable Brett Miller, Councilmember

1. Pledge of Allegiance:

2. Changes to Agenda:

3. Presentations:

- Presentation of a proclamation for “Monarch Butterflies”.
- Presentation by the Town Consultant, Michael Haridopolos.

4. Public Comments, Non-Agenda Items:

Persons wishing to address the Town Council on a matter not listed on the agenda may speak at this time. Speakers must provide their name and address, observe the 3-minute time limit, and speak only after being recognized by the Mayor.

5. Public Announcements:

- There are openings on the following boards and committees:  
Budget and Finance; Civil Service; Code Enforcement; Heritage Committee; Parks,  
Recreation and Beautification Committee; and Pension Board – General Employees

- 2024 Town Election Packets are available at Indialantic Town Hall, contact the Town Clerk to arrange pick-up. The seat of Mayor (McDermott), Town Council Seat #2 (Glass) and Town Council Seat #4 (Strand) will be available.

## **B. Consent Agenda:**

1. Approve Council Regular Meeting Minutes March 13, 2024
2. Approve/Designate Special Events-
  - a. Pineappleman Triathlon- June 2, 2024
  - b. Turtle Krawl Fun Run/Walk 5K- September 7, 2024
3. Approve the stormwater agreement for Sunrise Beach Townhomes, 107 Watson Drive, 109 Watson Drive, 111 Watson Drive, and 113 Watson Drive

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

1. Ordinance 2024-05, Second/Final Reading/Public Hearing continued from March 13, 2024, *relating to the Solid Waste Collection:*

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO SOLID WASTE COLLECTION; MAKING FINDINGS; CREATING SECTION 26-18, TOWN CODE OF ORDINANCES KNOWN AS THE DICK DUNN SOLID WASTE COLLECTION ORDINANCE; AMENDING SECTIONS 26-19, 26-20, 26-21, 26-22, AND 26-23, TOWN CODE OF ORDINANCES, RELATING TO YARD TRASH, COLLECTION THEREOF, AND DUTY TO DISPOSE OF SAME; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY/ INTERPRETATION; AND PROVIDING AN EFFECTIVE DATE.

## **D. Unfinished Business:**

1. Discuss Capital Improvement Plan
2. Initiatives of interest from the March meeting (Strand)
3. Update from Council Member Miller on code review (Strand)

## **E. New Business:**

1. Discuss Special Event Application Fee (Staff)
2. Explain the determination that outdoor restaurants are allowed in the town's tourist zone (Strand)

## **F. Administrative Reports:**

1. Town Attorney
2. Town Manager

**G. Council Reports:**

**H. Staff Reports:**

**I. Adjournment:**

**Notice:** Pursuant to Section 286.0105, Florida Statutes, the Town hereby advises the public that if a person decides to appeal any decision made by this board, agency, or council with respect to any matter considered at its meeting or hearing, they 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***

## **TOWN OF INDIALANTIC Brevard County, Florida**

**WHEREAS**, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

**WHEREAS**, 22 years ago, more than one billion Eastern monarch butterflies migrated to Mexico, but in the winter of 2014, only 60 million made the trip; and

**WHEREAS**, cities, towns and counties have a critical role to play to help save the monarch butterfly; and

**WHEREAS**, every resident of the Town of Indialantic can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

**WHEREAS**, the Town of Indialantic has committed to the removal of invasive species to support the re-establishment of native habitats for monarch butterflies and other pollinators.

**NOW, THEREFORE**, I do hereby PROCLAIM this, April 22, 2024, Mayors' Monarch Pledge Day.

TOWN OF INDIALANTIC

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Mark McDermott, Mayor

ATTEST: \_\_\_\_\_  
Mollie Carr, Town Clerk



## Agenda Item A-3

**Subject: Presentation by the Town Consultant, Michael Haridopolos.**

**Staff Report – Town of Indialantic Meeting Date: April 10, 2024**

### **Summary:**

Councilmember Strand has arranged for the town consultant, Mike Haridopolos, to give a brief presentation at the April 2024 council meeting covering:

1. Results of the 2024 legislation session that relate to our town
2. Timing and requirements from council to the lobbyist for a 2025 requested appropriation
3. Review of how council may be best leverage our consulting service

**Recommendation: None**

MOTION: None

Submitted by:

Mollie Carr  
Mollie Carr  
Town Clerk

Approved for agenda:

Michael Casey  
Michael L. Casey  
Town Manager

**Meeting Minutes**  
**Town of Indialantic**  
**Regular Meeting of the Town Council**  
**Council Chamber, 216 Fifth Avenue, Indialantic, FL 32903**  
**Wednesday, March 13, 2024, at 6:00 p.m.**

**A. Call to Order:**

A regular meeting of the Indialantic Town Council was called to order at 6:00 p.m. by Mayor McDermott.

**Present:**

Honorable Mark McDermott, Mayor  
Honorable Stu Glass, Deputy Mayor  
Honorable Doug Wright, Councilmember  
Honorable Loren Strand, Councilmember  
Honorable Brett Miller, Councilmember

**Also present:**

Michael Casey, Town Manager  
Paul Gougelman, Town Attorney  
Mollie Carr, Town Clerk  
Chief Connor, Indialantic Police Department  
Joe Gervais, Public Works Director  
Cliff Stokes, Building Official  
Officer Morrow, Indialantic Police Department

1. Pledge of Allegiance:
2. Changes to Agenda: New Business Item E-1 Discuss paid parking at Sunrise Park will be moved to the beginning of the agenda. Councilmember Strand requested to add an item to the end of the agenda. Attorney Gougelman advised that he will give an update on the Form 6 litigation at the end of the meeting and requested that all the members wishing to be named as an individual plaintiff sign the agreement and turn it over to him.
3. Presentations:
  - Presentation of a proclamation for “Florida’s Water Conservation Month” presented to the Water Management Districts by Mayor McDermott- The Water Management District did not have a representative present to receive the proclamation so the presentation was not done, and the proclamation will be mailed to the recipients.
  - Presentation of a proclamation for “Monarch Butterflies”- The presentation was moved to the April 10, 2024, agenda.

4. Public Comments, Non-Agenda Items:

Pam Dunn, 330 Tampa Avenue, Indialantic- Ms. Dunn thanked the Town Council, Michael Casey, Joseph Gervais, and all those who helped with the Pollinator Fair. Ms. Dunn said the event was fabulous, over 2,000 people attended.

Richard Adams, 1033 Wave Crest Avenue, Indialantic- Mr. Adams asked if someone could help him determine the right of way across from him and the location that he is supposed to put his trash cans. Mr. Adams said they have always placed the cans across from their property and now some residents at the Casuarina Club are upset about the trash can placement. Mr. Adams said there was a confrontation that resulted in someone being physically assaulted and the police had to be called. Joe Gervais, the Public Work's director, told Mr. Adams that he would call him the following day with the requested information.

5. Public Announcements:

- There are openings on the following boards and committees:  
Board of Adjustment; Budget and Finance; Civil Service; Code Enforcement; Parks, Recreation and Beautification Committee; and Pension Board – General Employees

**E-1 Paid Parking at Sunrise Park (out of agenda order)**- Councilmember Wright requested this item be removed from the agenda and not considered any further. Councilmember Wright expressed his appreciation for the rigorous and respectful feedback.

**B. Consent Agenda:**

1. Approve Council Regular Meeting Minutes February 14, 2024
2. Approve agreement with Joseph G. Colombo, P.A., Code Enforcement Board Attorney
3. Approve Seasonal Lifeguard agreement with Brevard County
4. Approve Resolution 07-2024 Budget Adjustment #1
5. Approve quotes from Atlantic Development for the following projects:
  - a. Three top replacements along South Riverside Drive
  - b. 1304 South Riverside Drive riprap
  - c. South Riverside Drive pipe crossing at Orlando Boulevard

**Councilmember Strand requested Consent Agenda Item #2 and #3 be pulled for discussion.**

**Motion by Deputy Mayor Glass, seconded by Councilmember Strand, to approve the Consent Agenda with items #2 and #3 being pulled for discussion.**

**Public Comment: None**

**Ayes: McDermott, Glass, Wright, Strand, and Miller**

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

Consent Agenda item #2- Approve agreement with Joseph G. Colombo, P.A., Code Enforcement Board Attorney

Councilmember Strand explained that this is a renewal. He advised that the rate for the attorney went up \$30.00 an hour and the paralegal rate dropped \$5.00 an hour, this is a 15% increase with the same terms and a 3% automatic increase year over year.

**Motion by Councilmember Strand, seconded by Deputy Mayor Glass, to approve the Consent Agenda with items #2.**

**Public Comment: None**

**Ayes: McDermott, Glass, Wright, Strand, and Miller**

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

Consent Agenda item #3- Approve Seasonal Lifeguard agreement with Brevard County

Councilmember Strand explained that this is a renewal specific to the same agreement as the previous agreement and is for the same type of service and has an 8% CPI increase over the previous year.

**Motion by Councilmember Strand, seconded by Deputy Mayor Glass, to approve the Consent Agenda with items #3.**

**Public Comment: None**

**Ayes: McDermott, Glass, Wright, Strand, and Miller**

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

**C. Ordinances and Public Hearings:**

1. Ordinance 2024-02, Second/Final Reading/Public Hearing, *relating to platting and subdivisions*:

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA RELATING TO PLATTING AND SUBDIVISIONS; MAKING FINDINGS; AMENDING SECTION 1-2, TOWN CODE OF ORDINANCES, REVISING AND ADDING DEFINITIONS AND A SHORT TITLE TO SECTION 111-1, TOWN CODE; AMENDING SECTION 111-2, TOWN CODE, TO ADD A JUSTIFICATION AND PURPOSE AND AMENDING PROVISIONS REQUIRING PLAT APPROVAL PRIOR TO FILING OF A PLAT; AMENDING SECTION 111-3, TOWN CODE, DELETING TEXT AND PROVIDING FOR A PLAT APPROVAL PROCESS; AMENDING SECTION 111-4, TOWN CODE, PROHIBITING THE RECORDING OF A PLAT ON OR AFTER APRIL 1, 2024, THAT HAS NOT BEEN DESIGNED AND APPROVED SUBJECT TO THIS ORDINANCE; PROVIDING SECTION 111-5, TOWN CODE, SETTING FOR REQUIRED IMPROVEMENTS, DESIGN, PLANS, AND DRAWINGS; PROVIDING SECTION 111-6, TOWN CODE, PROVIDING FOR SUBDIVISION VARIANCES; PROVIDING SECTION 111-7, TOWN CODE, SETTING FORTH THE METHOD OF INTERPRETATION AND AMENDMENT TO THE SUBDIVISION

CODE; PROVIDING SECTION 111-8, TOWN CODE, RELATING TO TECHNICAL SPECIFICATIONS; PROVIDING A SEVERABILITY/ INTERPRETATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Gougelman read the ordinance title.

**Motion by Councilmember Wright, seconded by Councilmember Strand, to accept Ordinance 2024-02 as presented.**

Public Comments: None

**Ayes: McDermott, Glass, Wright, Strand, and Miller**

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

2. Ordinance 2024-03, Second/Final Reading/Public Hearing, *relating to the zoning code:*

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO THE ZONING CODE; MAKING FINDINGS; AMENDING SECTIONS 113-4, 113-334, 113-335, AND 113-337, TOWN CODE OF ORDINANCES, TO PROVIDE FOR TOWNHOUSE RESIDENTIAL UNIT DEVELOPMENT WITHIN THE R-3, R-P, AND T ZONING DISTRICTS; DEFINING "TOWNHOUSE RESIDENTIAL UNIT;" SETTING STANDARDS; PROVIDING A SEVERABILITY/ INTERPRETATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Gougelman read the ordinance title.

**Motion by Councilmember Strand, seconded by Councilmember Miller, to accept Ordinance 2024-03 as presented.**

Public Comments: None

**Ayes: McDermott, Glass, Wright, Strand, and Miller**

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

3. Ordinance 2024-05, Second/Final Reading/Public Hearing, *relating to the Solid Waste Collection:*

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO SOLID WASTE COLLECTION; MAKING FINDINGS; CREATING SECTION 26-18, TOWN CODE OF ORDINANCES KNOWN AS THE DICK DUNN SOLID WASTE COLLECTION ORDINANCE; AMENDING SECTIONS 26-19, 26-20, 26-21, 26-22, AND 26-23, TOWN CODE OF ORDINANCES, RELATING TO YARD TRASH, COLLECTION THEREOF, AND DUTY TO DISPOSE OF SAME; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY/ INTERPRETATION; AND PROVIDING AN EFFECTIVE DATE.

Attorney Gougelman read the ordinance title.

Discussion ensued and the following items were discussed:

- Attorney Gougelman advised that an error on line 229 needs to be corrected from “four days” to “seven days.”
- Mayor McDermott requested Dick Dunn’s name be removed.
- Cliff Stokes, Building Official, requested an opportunity to work with the attorney on a redraft because he feels there are areas conflicting with state statues.
- Cliff Stokes advised that Florida State Statue Chapter 162 addresses code enforcement procedure.
- Councilmember Strand wants to make sure the ordinance addresses trash piles not the upkeep of a property.
- Deputy Mayor Glass questioned if construction debris is addressed in the Town Code.

**Motion by Councilmember Wright, seconded by Councilmember Strand, to continue the second reading/public hearing for Ordinance 2024-05 to the April 10, 2024, meeting.**

Public Comments: None

**Ayes: McDermott, Glass, Wright, Strand, and Miller**

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

#### **D. Unfinished Business:**

1. Discuss Capital Improvement Plan- Town Manager Casey told the Council that he had been working with Councilmember Wright on the plan and had added more detailed information to the plan.

Discussion ensued and the following items were discussed:

- Councilmember Strand expressed his appreciation for the addition of the street measurements and characteristics.
- Councilmember Strand expressed concerns regarding the lack of objective standards and the completion of the H&H plan. He requested a scope and definitive time frame

for the completion of the H&H study and a description of how it will be implemented in the CIPP.

- Councilmember Wright advised the H&H study is a budgeted item not funded as a Capital item.
- Councilmember Miller stated that he feels the CIPP has come along nicely and includes more details. He requested more details in the parks portion.
- Attorney Gougelman advised that the CIPP will come before the Council as an ordinance.
- Councilmember Wright will continue to work with the Town Manager on the CIPP.
- Deputy Mayor Glass requested to see an inventory of the park equipment that will be obsolete.

Public Comments: None

2. Discuss Shipping Containers- The Building Official, Cliff Stokes informed the Council that he spoke with the Brevard County Building Official, Mr. Talbert, who advised their shipping container case was still being considered in court. Mr. Talbert told Mr. Stokes that the county ordinance prohibits stacking the containers but does not forbid or disallow them. Mr. Stokes advised the Council that the Town Code has a maximum height of fourteen feet for an accessory structure, so he feels the shipping containers are properly addressed.

Discussion ensued and the following items were discussed:

- Florida State Statute prohibits the Town from disallowing shipping containers or controlling aesthetics, in residential areas.
- The shipping containers are required to be anchored and meet the windspeed requirements of an accessory structure.
- Mr. Stokes stated that shipping containers are not inhabitable because the Town Code does not allow accessory structures to be inhabited.
- Mr. Stokes told the Council that he does not feel there is any action required, the Code covers the concerns about shipping containers.
- Councilmember Miller suggested that if the Council wanted to consider additional regulations for accessory structures, addressing plumbing or electricity could be effective.
- Mr. Stokes said he does not approve showers and toilets in accessory structures, but they are not specifically prohibited under the code, he does not allow them based on the Code prohibiting the structures from being inhabitable.
- The building official does a final inspection of accessory structures.
- Currently there are no shipping containers in the Town.

Public Comments: None

## **E. New Business:**

1. Discuss paid parking at Sunrise Park (Wright)- this item was moved to the beginning of the agenda.
2. Discuss Election Qualification Period- Councilmember Strand moved to open discussion, seconded by Councilmember Wright.

Discussion ensued and the following items were discussed:

- Election Qualifying Packets can be submitted 14 days prior to the Qualifying Period but will not be reviewed until the Qualifying Period.
- The Election Qualifying Packet can be submitted in-person, by proxy or by mail.
- The Town will not pay for postage for mailed in packets.
- The Town Clerk will notify candidates of any errors found in the “four corner” inspection by phone, email, or letter to ensure proper notification is given.

### **Public Comments:**

Vinnie Taranto, 313 Tenth Terrace, Indialantic- Mr. Taranto expressed that he and the members of the Sustainable Community and Resiliency Committee were concerned over there not being enough time to submit the qualifying paperwork during the five-day qualifying period. Mr. Taranto said that he feels with the additional time period before the qualifying period there is a very low bar barrier. Mr. Taranto asked how the information will be provided to the community. The Town Clerk explained to Mr. Taranto that the election information is contained within the Election Qualifying Packet and will be available at the front desk and online on the Town website.

3. Discuss using an urban planner to develop a concept for the Boardwalk (McDermott)- Mayor McDermott said that this was his initiative, and he would like to redo the boardwalk and make it a “place to be”. Mayor McDermott made a motion to open discussion, seconded by Deputy Mayor Glass.

Discussion ensued and the following items were discussed:

- The Town Manager will check to see if the Town or the pervious urban planner has intellectual property rights to the current design plan.
- Mayor McDermott would like the boardwalk to be wider and longer, with a walking path, bump outs for seating and low-level lighting.
- Councilmember Miller suggested calisthenic and exercise equipment toward the south end of the boardwalk. He said Desoto Park, in Satellite Beach, has very cool equipment to check out.
- Widening the boardwalk could affect parking.
- Councilmember Strand suggested using Upwork to create a few conceptual designs.



- Councilmember Wright would like to start with a scope of work and concept before going out for a request for bid.
- Deputy Mayor Glass asked the Town Manager to discuss with the other Town Manager's at his Manager's meeting.
- Mayor McDermott will ask the town consultant, Mr. Haridopolos, what he needs to get started.
- The Town has budgeted \$25,000 for a planner.
- Upwork has professional planners available.

By consensus it was decided that Councilmember Wright will assist the Town Manager with creating a scope and deliverables, Councilmember Strand will work with the Town Manager on starting the process with Upwork and Mayor McDermott will create an ideas list and speak to the interviewer from Upwork with the Town Manager.

Vinnie Taranto, 313 Tenth Terrace, Indialantic- Mr. Taranto said he would discuss the boardwalk concept with the members of the Sustainable Community and Resiliency Committee and create a list of words and terms to help create community support.

**Non-Agenda Item Presentation by Councilmember Strand-** Councilmember Strand went over a list of ideas and polled the Councilmembers on a scale of one to ten on their interest in pursuing any action or initiatives on the items.

The following ideas were presented:

- QR codes for rip current information.
- Create an ordinance regarding residential lighting.
- Create an ordinance regarding cameras recording beyond their residential property.
- Create a youth council.
- Create a multi-municipality bike path.
- Purchase and implement a computerized maintenance system.
- Economic Development.
- Secure location to store bicycles and scooters, in the parks or business area.
- The Fire Department provides additional well checks for residents.
- Town Council meeting twice a month.

## **F. Administrative Reports:**

1. Town Attorney- Attorney Gougelman advised that the Form 6 lawsuits have been filed in federal court and in state court. Currently there are 37 municipalities that have joined, three from Brevard County. Currently four of the five Indialantic Town Council members have joined as named plaintiffs. All the funds to pay for the Town and Councilmember's involvement were privately raised and no taxpayer dollars were used. On Friday, the lawsuit will be amended to add the cities and individuals that have joined.

2. Town Manager- Town Manager Casey informed the Council that the County Commission had a meeting and as a non-agenda item, they voted to have the town pay 50% of the lifeguard agreement. He advised that he has not heard from the Brevard County Manager regarding the lifeguard agreement.

#### **G. Council Reports:**

1. Mayor McDermott- No Report
2. Deputy Mayor Glass- Deputy Mayor Glass said that the Florida Legislature completed its session last week and it was grossly unfavorable to local municipalities. The Brevard Delegation was very unfavorable to local municipalities.
3. Councilmember Wright- Councilmember Wright thanked Town Manager Casey and staff for getting the Waste Management information into the Indialantic monthly magazine.
4. Councilmember Strand- Councilmember Strand thanked all the residents that donated to the Form 6 litigation. He thanked Deputy Mayor Glass and Councilmember Miller for attending the Space Coast League of Cities Dinner. He thanked the previous Town Council and staff for their forward thinking because we are protected from some new laws because we already have laws in the book. He thanked Attorney Gougelman and the Town Clerk for tracking the changes in the ordinances. He thanked Lisa Packard for her assistance in updating the newsletter and the Town Clerk for engaging with residents. He thanked Town Manager Casey for the current project list. He commended the residents who reached out to him and the Town Council to express their opinions.
5. Councilmember Miller- Councilmember Miller said he would like to curtail or regulate the young kids on E-bikes riding through the neighborhoods at 30 miles per hour.

#### **H. Staff Reports:**

#### **I. Adjournment:**

There being no further discussion, the meeting was adjourned at 8:01 p.m.

Mark McDermott, Mayor. Signature on file.

Attested by: Mollie Carr, Town Clerk. Signature on file.

**SUBJECT: Special Event- Pineappleman Triathlon**

**Staff Report – Town of Indialantic**

**Meeting Date: April 10, 2024**

**Summary:**

The Melbourne Beach Rotary is requesting approval for the Pineappleman Triathlon special event. This event will be on Sunday, June 2, 2024, from 7:00 am until 11:00 am. The route in Town will be north on South Palm Avenue, east on Eighth Avenue to South Shannon Avenue and south on South Shannon Avenue into Melbourne Beach.

**Recommendation:**

Approve the special event for the Melbourne Beach Rotary, Pineappleman Triathlon for June 2, 2024.

**MOTION:**

**Approve the special event for the Melbourne Beach Rotary, Pineappleman Triathlon for June 2, 2024.**

Submitted by:

Approved for agenda:

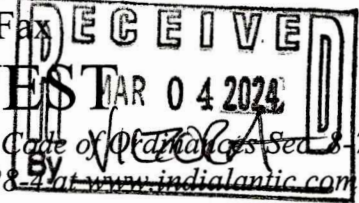
Mollie Carr  
Mollie Carr  
Town Clerk

Michael Casey  
Michael L. Casey  
Town Manager

## SPECIAL EVENT REQUEST

Forty-five (45) days prior to the scheduled event

Review Town Code of Ordinances Sec. 8-7 and/or  
Sec. 28-4 at [www.indialantic.com](http://www.indialantic.com)



*Complete all portions of this application fully and accurately, or your processing may be delayed. All requested information must be complete.*

APPLICANT AND EVENT HOLDER OR SPONSOR Melbourne Beach Rotary  
Carlton Ray  
EVENT ADDRESS 518 Andrews Dr Melbourne Beach FL 32951  
CONTACT NUMBER 317.440.4034

EVENT LOCATION (i.e. east side of building, etc.) see attached map

EVENT DATE START June 2, 2024 END June 2, 2024

TIME OF EVENT START 7:00am. END 11:00 AM

PURPOSE/TYPE OF REQUEST (Special event, grand opening, store anniversary, etc.)  
Run portion of the Pineappleman Triathlon

TYPE OF MERCHANDISE DISPLAYED/SET-UP (include a separate sheet of paper with a diagram of dimensions indicating where the items will be displayed/set-up)

(Private Property = Insurance and Letterhead not needed)

### PAPERWORK NEEDED BEFORE PROCESS WILL BEGIN:

1. Additional Insured- Designated Person Or Organization
2. Certificate of Liability Insurance
3. Common Policy Declarations (ie Declarations Page)
4. Provide letter on Company/Sponsor/Organization letterhead: "indemnify and hold harmless the Town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any special event".
5. The applicant and event holder or sponsor agrees that the event **will not utilize any single-use plastic or polystyrene products** at the event and understand that it is the responsibility of the event applicant, sponsor or event holder to ensure no single-use plastic or polystyrene products are used. Failure to comply may result in an immediate cancellation of the special event permit by the Town Manager, or said Manager's designee. (Resolution 07-2020, effective 08-01-2020)

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

*CMR*  
INITIALS

### Sec. 8-7. Special events.

(b) A special events sponsor is liable for and shall in writing indemnify and hold harmless the Town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any special event. Prior to engaging in a special event, the sponsor shall present to the Town a copy of a liability insurance policy in the amount of at least \$200,000 per person/\$300,000 per occurrence insuring the sponsor and the town, as an additional insured. The policy, paid for by the sponsor, shall be written by a company authorized to write insurance within the State of Florida and shall be rated as a standard company rated at A+ or better by A.M. Best's Rating Guide or equivalent specifications as approved by the town



manager. The policy shall be non-cancelable without at least ten days written notice to the town prior to cancellation.  
(Code 1993, § 5-8; Ord. No. 13-02, § 1, 11-20-2012)

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Sec. 28-4. Display of goods.

(c) Special events, grand openings and store anniversaries. In the R-P, C, C-1, C-2, and SC zoning districts, the town manager is hereby authorized to issue special permits for sidewalk sales, if the application meets all of the following standards:

(2) If the town permits a sidewalk sale or special event to occur such that any part of it is within the public right-of-way or on public property all vendors are liable for and shall in writing indemnify and hold harmless the town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any sale or special event. Prior to engaging in a sidewalk sale, the vendor shall present to the town a copy of a liability insurance policy in the amount of at least \$200,000.00 per person/\$300,000.00 per occurrence insuring the vendor and the town, as an additional insured. The policy, paid for by the vendor, shall be written by a company authorized to write insurance within the state and shall be rated as a standard company rated as A+ or better by A.M. Best's Rating Guide or equivalent specifications as approved by the town manager. The policy shall be non-cancelable without at least ten days written notice to the town prior to cancellation;

(Code 1962, § 24-3; Code 1993, § 13-3; Ord. No. 83-335, § 1, 8-16-1983; Ord. No. 94-7, § 1, 1-18-1994; Ord. No. 94-13, § 1, 6-21-1994; Ord. No. 02-16, § 1, 7-16-2002; Ord. No. 02-20, § 1, 9-17-2002; Ord. No. 03-10, § 1, 8-19-2003; Ord. No. 05-06, § 1, 12-16-2004; Ord. No. 06-02, § 1, 11-16-2005; Ord. No. 06-09, § 1, 6-20-2006; Ord. No. 07-02, § 1, 11-21-2006; Ord. No. 09-13, § 1, 7-21-2009; Ord. No. 12-08, §§ 1, 2, 5-9-2012)

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Sec. 28-4. Display of goods.

(b) Sidewalk sales generally authorized. In the R-P, C, C-1, C-2, and SC zoning districts, a general permit for sidewalk sales is hereby authorized and issued for sidewalk sales meeting the following standards:

(2) If the town permits a sidewalk sale or special event to occur such that any part of it is within the public right-of-way or on public property all vendors are liable for and shall in writing indemnify and hold harmless the town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any sidewalk sale. Prior to engaging in a sidewalk sale, the vendor shall present to the town a copy of a liability insurance policy in the amount of at least \$200,000.00 per person/\$300,000.00 per occurrence insuring the vendor and the town as an additional insured. The policy, paid for by the vendor, shall be written by a company authorized to write insurance within the state and shall be rated as a standard company rated at A+ or better by A.M. Best's Rating Guide or equivalent specifications as approved by the town manager. The policy shall be non-cancelable without at least ten days written notice to the town prior to cancellation.

(Code 1962, 24-3; Ord. No. 83-335, 1, 8-16-83; Ord. 94-7, 1, 1-18-94; Ord. 94-13, 1, 6-21-94; Ord. No. 02-16, 1, 7-16-02; Ord. No. 02-20, 1, 9-17-02; Ord. No. 03-10, 1, 8-19-03; Ord. No. 05-06, 1, 12-16-04; Ord. 06-02, 1, 11-16-05; Ord. 06-09, 1, 6-20-06; Ord. 07-02, 1, 11-21-06; Ord. 09-13, 1, 7-21-09; Ord. 12-08, 1-2, 5-9-12)

-----  
Sec. 28-4. Display of goods.

(c) Special events, grand openings and store anniversaries. In the R-P, C, C-1, C-2, and SC zoning districts, the town manager is hereby authorized to issue special permits for sidewalk sales, if the application meets all of the following standards:

(1) No sidewalk sale immediately adjacent to the public right-of-way shall be completely blocked nor shall the flow of pedestrian traffic on any sidewalk be blocked by merchandise, dress carts, tables, displays, signs or any other form of support used in a sale or special event;

Town of Indialantic, 216 Fifth Avenue, Indialantic, Florida 32903

321-723-2242 Office 321-984-3867 Fax

Applicant's signature acknowledges and agrees to abide to the rules and regulations set forth by the Town of Indialantic, The County of Brevard and the State of Florida, regarding Special Events within the Town of Indialantic, to include those aforementioned.

Carlton M. Ray  
Signature of Applicant

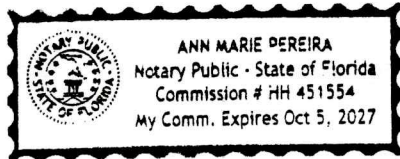
Carlton M. Ray  
Printed Name of Applicant

State of Florida

Brevard County

The foregoing Special Event Request was acknowledge before me by means of: ☐ physical presence or ☐ online notarization, this 12 day of February, 2024, by Carlton Ray (owner).

Notary Seal:



Ann Marie Pereira  
(Signature of Notary Public – State of Florida)

Personally Known \_\_\_\_ OR Produced Identification: Drivers license

FOR OFFICE USE ONLY

Permit for this event is APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

With the following reasons: \_\_\_\_\_

\_\_\_\_\_  
Code Enforcement Officer/ Building Official

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Public Works Director

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Police Chief

\_\_\_\_\_  
Administrative Assistant

Mailed \_\_\_\_\_ PD/FD \_\_\_\_\_ Filed \_\_\_\_\_



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Town of Indialantic  
216 Fifth Avenue  
Indialantic, FL 32903

RE

Event: Pineappleman Triathlon

Location: 518 Andrews Drive  
Melbourne Beach, FL  
06.02.2024

Date: 06.02.2024

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Gallagher Service Center	
	<b>PHONE (A/C, No, Ext):</b> 1-833-3ROTARY	<b>FAX (A/C, No):</b> 630-285-4062
	<b>E-MAIL ADDRESS:</b> rotary@ajg.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Westchester Surplus Lines Insurance Company	10172
<b>INSURED</b> All Active US Rotary Clubs & Districts The Melbourne Beach Rotary Club, Inc ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	G73578917 002	7/1/2023	7/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			G73578917 002	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A		NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

## CERTIFICATE HOLDER

The Melbourne Beach Rotary Club, Inc Melbourne Beach, FL 32951  
ADDITIONAL INSURED  
TOWN OF INDIATLANTIC  
216 FITH AVENUE INDIATLANTIC, FL 32903

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Commercial General Liability Policy Declarations With Self Insured Retention

Policy No: G73578917 002	Renewal of: G73578917 001
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<b>Item 1.</b>	<b>NAMED INSURED &amp; MAILING ADDRESS</b>
	US Rotary Clubs & Districts See Named Insured Endorsement - GLE0034 (01/99) 1560 Sherman Ave Evanston, IL 60201

<b>Item 2.</b>	<b>POLICY PERIOD</b>
	When Coverage Begins: 07/01/2023 12:01 A.M. Local Time At Named Insured's Address When Coverage Ends: 07/01/2024 12:01 A.M. Local Time At Named Insured's Address

<b>Item 3.</b>	<b>INSURING COMPANY</b>	<b>Producer's Name &amp; Address:</b>
	Westchester Surplus Lines Insurance Company	

<b>Item 4.</b>	<b>LIMITS OF INSURANCE</b>												
	<table><tr><td><b>A. EACH OCCURRENCE LIMIT</b></td><td>\$2,000,000</td></tr><tr><td>DAMAGE TO PREMISES RENTED TO YOU</td><td>\$500,000 Any One Premises</td></tr><tr><td>MEDICAL EXPENSE LIMIT</td><td>\$0 Any One Person</td></tr><tr><td><b>B. PERSONAL &amp; ADVERTISING INJURY LIMIT</b></td><td>\$2,000,000 Any One Person Or Organization</td></tr><tr><td><b>C. GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS/COMPLETED OPERATIONS)</b></td><td>\$4,000,000</td></tr><tr><td><b>D. PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT</b></td><td>\$4,000,000</td></tr></table>	<b>A. EACH OCCURRENCE LIMIT</b>	\$2,000,000	DAMAGE TO PREMISES RENTED TO YOU	\$500,000 Any One Premises	MEDICAL EXPENSE LIMIT	\$0 Any One Person	<b>B. PERSONAL &amp; ADVERTISING INJURY LIMIT</b>	\$2,000,000 Any One Person Or Organization	<b>C. GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS/COMPLETED OPERATIONS)</b>	\$4,000,000	<b>D. PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT</b>	\$4,000,000
<b>A. EACH OCCURRENCE LIMIT</b>	\$2,000,000												
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<b>B. PERSONAL &amp; ADVERTISING INJURY LIMIT</b>	\$2,000,000 Any One Person Or Organization												
<b>C. GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS/COMPLETED OPERATIONS)</b>	\$4,000,000												
<b>D. PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT</b>	\$4,000,000												

<b>Item 5.</b>	<b>SELF INSURED RETENTION</b>						
	<table><tr><td><b>A. EACH OCCURRENCE LIMIT</b></td><td>\$250,000</td></tr><tr><td><b>B. ANNUAL AGGREGATE</b></td><td>\$Not Applicable</td></tr><tr><td><b>C. MAINTENANCE (After Exhaustion of Annual Aggregate)</b></td><td>\$Not Applicable</td></tr></table>	<b>A. EACH OCCURRENCE LIMIT</b>	\$250,000	<b>B. ANNUAL AGGREGATE</b>	\$Not Applicable	<b>C. MAINTENANCE (After Exhaustion of Annual Aggregate)</b>	\$Not Applicable
<b>A. EACH OCCURRENCE LIMIT</b>	\$250,000						
<b>B. ANNUAL AGGREGATE</b>	\$Not Applicable						
<b>C. MAINTENANCE (After Exhaustion of Annual Aggregate)</b>	\$Not Applicable						

<b>Item 6.</b>	<b>ATTACHED FORMS</b>
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## Commercial General Liability Policy Declarations With Self Insured Retention

Policy No: G73578917 002	Renewal of: G73578917 001
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**Item 7.****PREMIUM**☒

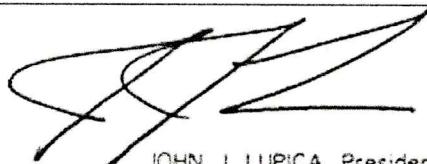
FLAT (except for acquisitions)

☐

ADJUSTABLE

**Item 8.****Authorization Information**

Countersigned by:



JOHN J. LUPICA, President

# Rotary Club of Melbourne Beach



**The Rotary Club of Melbourne Beach Inc.**  
**PO Box 510443**  
**Melbourne Beach, FL 32951**

12 February 2024

To: Town of Indialantic, 216 Fifth Ave Indialantic Florida 32903

**Subject:** Hold Harmless Agreement for the 2024 Pineappleman Triathlon out of Melbourne Beach

Per compliance with Town of Indialantic permit requirements, the Rotary Club of Melbourne Beach, Inc. agrees to indemnify and hold harmless the Town of Indialantic for any injury (including death) to person, persons or property occurring at, or as a direct or indirect result of, any activities related around the 2 June (weather dependent) 2024 Florida Pineappleman Triathlon Weekend.

From Club Secretary, Charles Dickens, [cdickens@icioinc.com](mailto:cdickens@icioinc.com), 410-903-4166

Thank you,

Sincerely,

A handwritten signature in black ink, appearing to read "Charles A. Dickens", with a long horizontal flourish extending to the right.

Charles A. Dickens

Secretary, Melbourne Beach Rotary Club



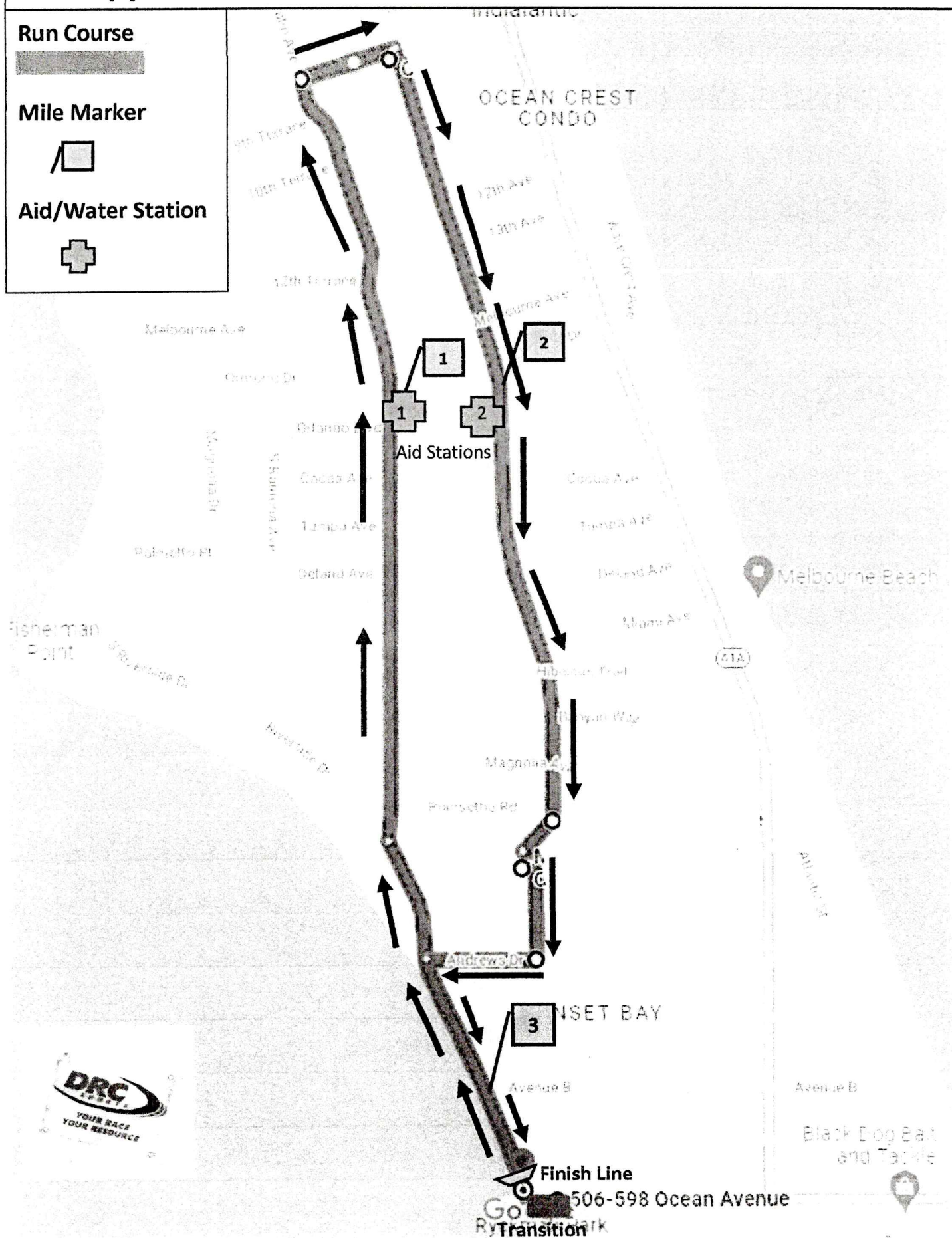
# PineappleMan Triathlon – 5K Run Course (3.1 Miles)

## Run Course

## Mile Marker



## Aid/Water Station



Agenda Item B-2b

**SUBJECT: Special Event- Turtle Krawl 5K Fun Run/Walk- Authorize  
FDOT to enable the closing of a portion of SRA1A to accommodate the Turtle  
Krawl 5K on September 9, 2023, and declare it a Special Event.**

**Staff Report – Town of Indialantic      Meeting Date: April 10, 2024**

**Summary:**

Council is being requested to seek the Florida Department of Transportation's (FDOT) authorization to close a portion of SRA1A (from Miami Avenue to Sixth Avenue) for the Sea Turtle Preservation Society's Turtle Krawl 5K. Additionally, Council is being requested to designate this as a Special Event.

The Turtle Krawl 5K race is scheduled for the morning of Saturday, September 7, 2024 beginning at 5:30 a.m.

Requesting FDOT to permit the road closure involves providing a Maintenance of Traffic plan.

**Recommendation:**

Authorize requesting FDOT to enable the closing of a portion of SRA1A to accommodate the Turtle Krawl on September 7, 2024, and declare it a Special Event.

**MOTION:**

**Authorize requesting FDOT to enable the closing of a portion of SRA1A to accommodate the Turtle Krawl on September 7, 2024, and declare it a Special Event.**

Submitted by:

Approved for agenda:

*Mollie Carr*

Mollie Carr  
Town Clerk

*Michael Casey*

Michael L. Casey  
Town Manager

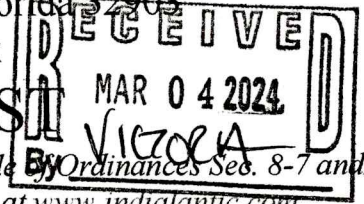
Town of Indialantic, 216 Fifth Avenue, Indialantic, Florida 32903

321-723-2242 Office 321-984-3867 Fax

## SPECIAL EVENT REQUEST

Forty-five (45) days prior to the scheduled event

Review Town Code By Ordinances Sec. 8-7 and/or  
Sec. 28-4 at [www.indialantic.com](http://www.indialantic.com)



*Complete all portions of this application fully and accurately, or your processing may be delayed. All requested information must be complete.*

APPLICANT AND EVENT HOLDER OR SPONSOR Sea Turtle Preservation Society

EVENT ADDRESS Nance Park

CONTACT NUMBER Candi Stinson 703-282-0573

EVENT LOCATION (i.e. east side of building, etc.) Nance Park & Streets around Indialantic

EVENT DATE START 9/07/24 END 9/07/24 See map

TIME OF EVENT START 5:30am END 11am

PURPOSE/TYPE OF REQUEST (Special event, grand opening, store anniversary, etc.)

Special Event - Sea Turtle Preservation Society

TYPE OF MERCHANDISE DISPLAYED/SET-UP (include a separate sheet of paper with a diagram of dimensions indicating where the items will be displayed/set-up)

(Private Property = Insurance and Letterhead not needed)

### PAPERWORK NEEDED BEFORE PROCESS WILL BEGIN:

1. Additional Insured- Designated Person Or Organization
2. Certificate of Liability Insurance
3. Common Policy Declarations (ie Declarations Page)
4. Provide letter on Company/Sponsor/Organization letterhead: "indemnify and hold harmless the Town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any special event".
5. The applicant and event holder or sponsor agrees that the event **will not utilize any single-use plastic or polystyrene products** at the event and understand that it is the responsibility of the event applicant, sponsor or event holder to ensure no single-use plastic or polystyrene products are used. Failure to comply may result in an immediate cancellation of the special event permit by the Town Manager, or said Manager's designee. (Resolution 07-2020, effective 08-01-2020)

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

CS  
INITIALS

### Sec. 8-7. Special events.

(b) A special events sponsor is liable for and shall in writing indemnify and hold harmless the Town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any special event. Prior to engaging in a special event, the sponsor shall present to the Town a copy of a liability insurance policy in the amount of at least \$200,000 per person/\$300,000 per occurrence insuring the sponsor and the town, as an additional insured. The policy, paid for by the sponsor, shall be written by a company authorized to write insurance within the State of Florida and shall be rated as a standard company rated at A+ or better by A.M. Best's Rating Guide or equivalent specifications as approved by the town



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

manager. The policy shall be non-cancelable without at least ten days written notice to the town prior to cancellation.  
(Code 1993, § 5-8; Ord. No. 13-02, § 1, 11-20-2012)

-----  
Sec. 28-4. Display of goods.

(c) Special events, grand openings and store anniversaries. In the R-P, C, C-1, C-2, and SC zoning districts, the town manager is hereby authorized to issue special permits for sidewalk sales, if the application meets all of the following standards:

(2) If the town permits a sidewalk sale or special event to occur such that any part of it is within the public right-of-way or on public property all vendors are liable for and shall in writing indemnify and hold harmless the town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any sale or special event. Prior to engaging in a sidewalk sale, the vendor shall present to the town a copy of a liability insurance policy in the amount of at least \$200,000.00 per person/\$300,000.00 per occurrence insuring the vendor and the town, as an additional insured. The policy, paid for by the vendor, shall be written by a company authorized to write insurance within the state and shall be rated as a standard company rated as A+ or better by A.M. Best's Rating Guide or equivalent specifications as approved by the town manager. The policy shall be non-cancelable without at least ten days written notice to the town prior to cancellation;

(Code 1962, § 24-3; Code 1993, § 13-3; Ord. No. 83-335, § 1, 8-16-1983; Ord. No. 94-7, § 1, 1-18-1994; Ord. No. 94-13, § 1, 6-21-1994; Ord. No. 02-16, § 1, 7-16-2002; Ord. No. 02-20, § 1, 9-17-2002; Ord. No. 03-10, § 1, 8-19-2003; Ord. No. 05-06, § 1, 12-16-2004; Ord. No. 06-02, § 1, 11-16-2005; Ord. No. 06-09, § 1, 6-20-2006; Ord. No. 07-02, § 1, 11-21-2006; Ord. No. 09-13, § 1, 7-21-2009; Ord. No. 12-08, §§ 1, 2, 5-9-2012)

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(Code 1962, 24-3; Ord. No. 83-335, 1, 8-16-83; Ord. 94-7, 1, 1-18-94; Ord. 94-13, 1, 6-21-94; Ord. No. 02-16, 1, 7-16-02; Ord. No. 02-20, 1, 9-17-02; Ord. No. 03-10, 1, 8-19-03; Ord. No. 05-06, 1, 12-16-04; Ord. 06-02, 1, 11-16-05; Ord. 06-09, 1, 6-20-06; Ord. 07-02, 1, 11-21-06; Ord. 09-13, 1, 7-21-09; Ord. 12-08, 1-2, 5-9-12)

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Sec. 28-4. Display of goods.

(c) Special events, grand openings and store anniversaries. In the R-P, C, C-1, C-2, and SC zoning districts, the town manager is hereby authorized to issue special permits for sidewalk sales, if the application meets all of the following standards:

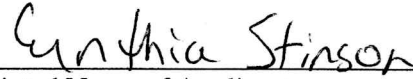
(1) No sidewalk sale immediately adjacent to the public right-of-way shall be completely blocked nor shall the flow of pedestrian traffic on any sidewalk be blocked by merchandise, dress carts, tables, displays, signs or any other form of support used in a sale or special event;

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

Applicant's signature acknowledges and agrees to abide to the rules and regulations set forth by the Town of Indialantic, The County of Brevard and the State of Florida, regarding Special Events within the Town of Indialantic, to include those aforementioned.



Signature of Applicant



Printed Name of Applicant

State of Florida

Brevard County

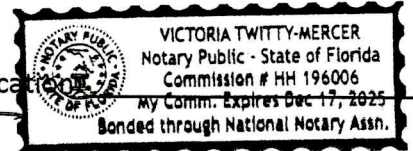
The foregoing Special Event Request was acknowledge before me by means of: ☐ physical presence or ☐ online notarization, this 4 day of March, 2024, by CYNTHIA STINSON (owner).

Notary Seal:



(Signature of Notary Public – State of Florida)

Personally Known ☐ OR Produced Identification ☒



FOR OFFICE USE ONLY

Permit for this event is APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

With the following reasons: \_\_\_\_\_

Code Enforcement Officer/ Building Official \_\_\_\_\_

Fire Chief \_\_\_\_\_

Public Works Director \_\_\_\_\_

Town Manager \_\_\_\_\_

Police Chief \_\_\_\_\_

Administrative Assistant \_\_\_\_\_

Mailed \_\_\_\_\_ PD/FD \_\_\_\_\_ Filed \_\_\_\_\_






# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Great Harbor Insurance 301 east yamato rd #2250 Boca Raton, Florida 33431				<b>CONTACT NAME:</b> Phillip Naples	
				<b>PHONE (A/C, NO, EXT):</b> (888) 897-4428	<b>FAX (A/C, NO, EXT):</b>
				<b>EMAIL ADDRESS:</b> flcommercialservice@greatharborins.com	
				<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
				<b>INSURER A:</b> Alliance of Nonprofits for Insurance RRG (ANI)	10023
				<b>INSURER B:</b>	
				<b>INSURER C:</b>	
				<b>INSURER D:</b>	
				<b>INSURER E:</b>	
				<b>INSURER F:</b>	

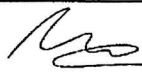
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		Y	202337024	09/01/2023	09/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP (ANY ONE PERSON) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			202337024	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEL <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor		Y	202337024	09/01/2023	09/01/2024	AGGREGATE \$1,000,000 EACH OCCURRENCE \$1,000,000
A	Directors & Officers		Y	202337024DO	09/01/2023	09/01/2024	AGGREGATE \$1,000,000 EACH OCCURRENCE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Town of Indialantic 126 5th Avenue Indialantic, Florida 32903	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Phillip Naples

ACORD 25 (2016/03)

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# ALLIANCE OF NONPROFITS FOR INSURANCE

A Head for Insurance. A Heart for Nonprofits.

## ALLIANCE OF NONPROFITS FOR INSURANCE RISK RETENTION GROUP (ANI)

www.insurancefor nonprofits.org

### COMMERCIAL LINES COMMON POLICY DECLARATIONS

#### PRODUCER:

The Cothron Group, Inc. (TCG)  
1540 International Parkway, Suite 2000  
Lake Mary, FL 32746

POLICY NUMBER: 2022-37024

RENEWAL OF NUMBER: 2021-37024

#### NAME OF INSURED AND MAILING ADDRESS:

Sea Turtle Preservation Society, Inc.

111 S Miramar Ave.  
Indianapolis, FL 32903

#### POLICY PERIOD:

FROM 09/01/2022 TO 09/01/2023

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

#### BUSINESS DESCRIPTION: Seaturtle conservation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS  
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THESE PREMIUMS MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE .....	\$1,128
COMMERCIAL AUTO LIABILITY COVERAGE PART .....	\$2,300
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE COVERAGE PART .....	Not Covered
SOCIAL SERVICE PROFESSIONAL COVERAGE PART .....	Not Covered
COMMERCIAL LIQUOR LIABILITY COVERAGE PART .....	INCLUDED
TERRORISM COVERAGE (Certified Acts) .....	\$11
<b>TOTAL:</b>	<b>\$3,439</b>

#### FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT TIME OF ISSUE:

ANI-E003 GL 03 20,	ANI-E009 GL 02 19,	ANI-E078 11 20,	ANI-E120 09 19,	ANI-E123 09 19,	ANI-E180 GL 01 21,	ANI-E180 LL 01 21,
ANI-E195 GL 05 21,	ANI-E282 GL 12 21,	ANI-RRG-AL 04 01,	ANI-RRG-E11 GL 09 19,	ANI-RRG-E15 09 20,	ANI-RRG-E22 09 19,	ANI-RRG-E25 12 15,
ANI-RRG-E28 11 17,	ANI-RRG-E28 01 99,	ANI-RRG-E29 12 09,	ANI-RRG-E33 GL 09 19,	ANI-RRG-E34 09 19,	ANI-RRG-E42 GL 09 19,	ANI-RRG-E5 07 16,
ANI-RRG-E59 01 17,	ANI-RRG-E59 02 12,	ANI-RRG-E60 07 12,	ANI-RRG-E61 02 19,	ANI-RRG-E70 03 19,	ANI-RRG-E72 01 17,	ANI-RRG-E74 03 14,
ANI-RRG-GL 04 01,	ANI-RRG-LL 04 01,	ANI-RRG-NPO-001 05 20,	ANI-RRG-X1 06 19,	CG 00 01 04 13,	CG 00 33 01 13,	CG 02 20 03 12,
CG 20 10 12 19,	CG 20 11 12 19,	CG 20 12 04 13,	CG 20 18 04 13,	CG 20 20 11 85,	CG 20 21 07 98,	CG 20 26 12 19,
CG 20 34 12 19,	CG 20 37 12 19,	CG 21 09 08 15,	CG 21 47 12 07,	CG 21 70 01 15,	CG 21 99 09 05,	CG 22 44 04 13,
CG 24 07 01 99,	IL 00 17 11 98,	IL 00 21 09 09,	IL 09 99 12 20,	SCHEDULE BA 01 80,	SCHEDULE G 01 80,	SCHEDULE L 01 80,

\*Omits applicable forms and endorsement if shown in specific coverage part / coverage form declarations.

These declarations and the common policy declarations, if applicable, together with the common policy conditions, coverage form(s) and forms and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

#### "NOTICE

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State Insurance Insolvency guaranty funds are not available for your risk retention group."

ANI-RRG-CO

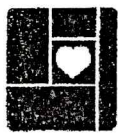
BY

*Baruch C. D.*

(AUTHORIZED REPRESENTATIVE)

08/12/2022





**ALLIANCE OF  
NONPROFITS FOR  
INSURANCE**

*A Head for Insurance, A Heart for Nonprofits.*

**ALLIANCE OF NONPROFITS FOR INSURANCE  
RISK RETENTION GROUP (ANI)**

[www.insurancefor nonprofits.org](http://www.insurancefor nonprofits.org)

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

**PRODUCER:**

The Cothron Group, Inc. (TCG)  
1540 International Parkway, Suite 2000  
Lake Mary, FL 32746

**POLICY NUMBER: 2022-37024**

**RENEWAL OF NUMBER: 2021-37024**

**NAME OF INSURED AND MAILING ADDRESS:**

Sea Turtle Preservation Society, Inc.  
111 S Miramar Ave.  
Indialantic, FL 32903

**POLICY PERIOD:**

FROM 09/01/2022 TO 09/01/2023

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**BUSINESS DESCRIPTION:** Seaturtle conservation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS  
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

**LIMITS OF COVERAGE:**

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT .....	\$2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT .....	\$1,000,000
EACH OCCURRENCE LIMIT .....	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU .....	\$500,000 any one premises
MEDICAL EXPENSE LIMIT .....	\$20,000 any one person

**ADDITIONAL COVERAGES:**

**PREMIUM**

**\$1,128**

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMON POLICY DECLARATIONS

08/12/2022

BY

*Samuel C. Q.*

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S)  
AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all  
the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for  
your risk retention group."**

**ANI-RRG-GL**



**ALLIANCE OF  
NONPROFITS FOR  
INSURANCE**

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RISK RETENTION GROUP (ANI)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

**Schedule G**

**Page 1**

**POLICY NUMBER: 2022-37024**

**NAME OF INSURED: Sea Turtle Preservation Society, Inc.**

<b>PREMISES CODE/CLASS</b>	<b>*LOC</b>	<b>PREMIUM BASIS</b>	<b>RATE</b>	<b>*ADVANCED PREMIUM</b>
13507/Gift Shops - NFP	1	55,000	4.969	\$273
	Prod.	55,000.00	.826	\$45
61227/Buildings or Premises - office - NFP	1	1,200	287.368	\$344
61227/Buildings or Premises - office - NFP	2	200	287.368	\$57

**ADDITIONAL COVERAGES**

**Activities/Field Trips:**

<b>Event #</b>	<b># of people</b>	<b>Description</b>	
1	2,600	September Turtle Krawl 5K Run/Walk	\$350
Increased Aggregate			\$59

**\*See Common Declarations for Total Advanced Premium and Schedule 'L' for locations.**

8/12/2022

BY

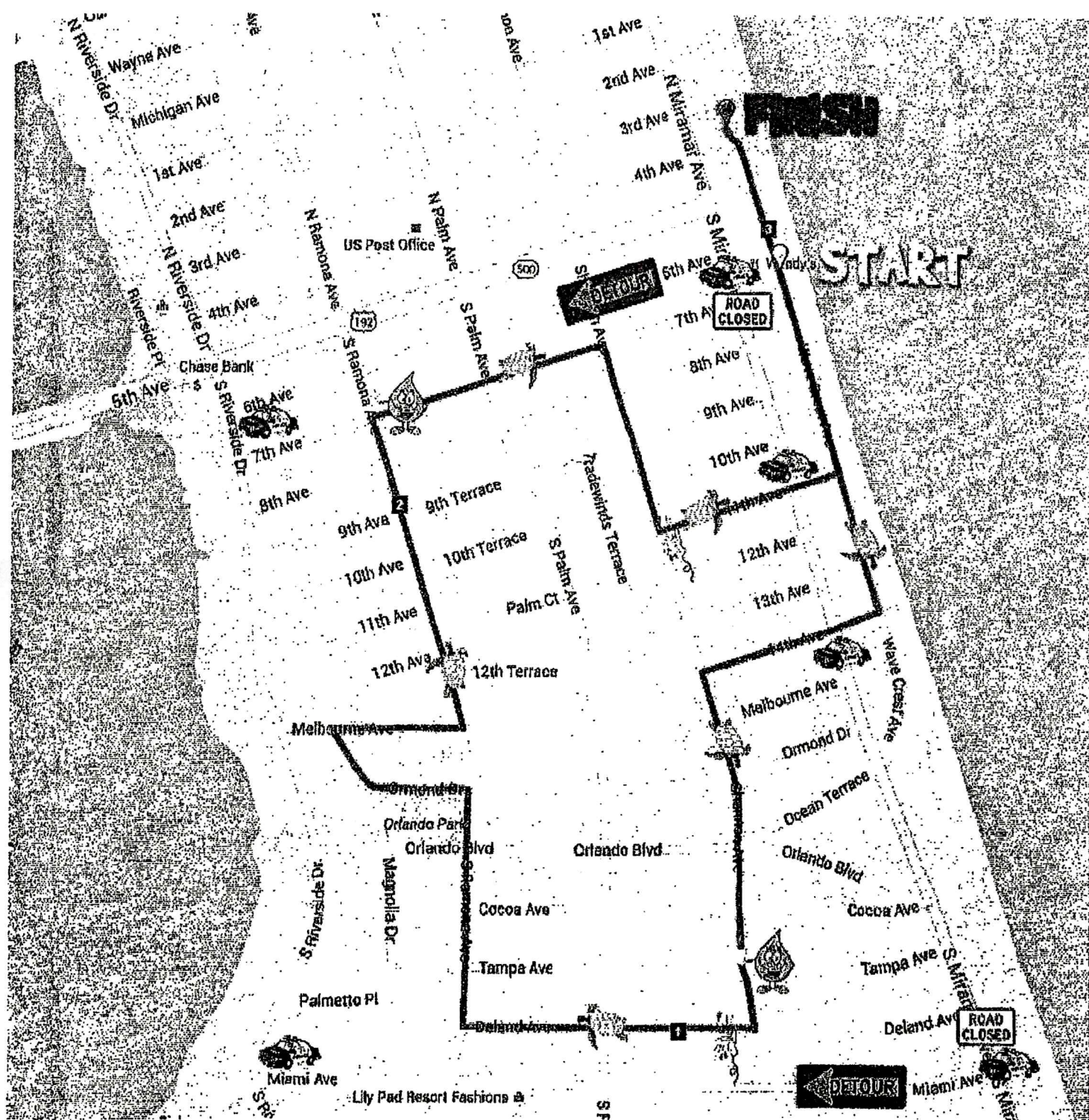
*Samuel C. R.*

(AUTHORIZED REPRESENTATIVE)

**"NOTICE : This Policy Is Issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State Insurance Insolvency guaranty funds are not available for your risk retention group."**

**ANI - RRG - SCHEDULE G**







# temporary volunteer parking

Legend

○ James M. H. Park

Notice after starting  
The sports notes are only available  
before race and will become racing  
parking as tracks are racing

STREET ENLARGED

STREET ENLARGED

Parking at markets free until 10 am

(A1A)

Agenda Item B-3

**SUBJECT: Stormwater Maintenance Agreement for Sunrise Beach Townhomes (Sunrise Beach Indialantic Homeowners Association, Inc)**

**Staff Report – Town of Indialantic Meeting Date: April 10, 2024**

**Summary:**

Attached is the Stormwater Maintenance Agreement for Sunrise Beach Indialantic Homeowners Association, Inc, for the properties located at 107, 109, 111 and 113 Watson drive, prepared by the town attorney.

**Recommendation:**

Approve.

MOTION:

Approve Stormwater Maintenance Agreement

Submitted by:

*Mollie Carr*

Mollie Carr  
Interim Town Clerk

Approved for agenda:

*Michael Casey*

Michael L. Casey  
Town Manager

THIS INSTRUMENT RETURN TO:

Mollie Carr, Town Clerk  
Town of Indialantic  
216 Fifth Avenue  
Indialantic, FL 32903

THIS INSTRUMENT PREPARED BY:

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

Brevard County Property Appraiser's  
Parcel ID #27-38-31-EO-62-9

**STORMWATER MAINTENANCE AGREEMENT**  
**FOR**  
**SUNRISE BEACH INDIALANTIC TOWNHOMES**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Brookside Sunrise Beach LLC, a Florida Limited Liability Company, whose address is P.O. Box 33573, Indialantic, FL 32903; the Sunrise Beach Indialantic Homeowners Association, Inc., a Florida Not-for-Profit Corporation, whose address is P.O. Box 33573, Indialantic, FL 32903; and the Town of Indialantic, a Florida Municipal Corporation, whose address is 216 Fifth Avenue, Indialantic, Florida 32903.

**RECITALS:**

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

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

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

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



State; and

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

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

## ARTICLE I ACKNOWLEDGEMENTS

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

## ARTICLE II DEFINITIONS

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

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

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

(c) "Association" means and refers to the Sunrise Beach Indialantic

Homeowners Association, Inc., a Florida Not-for-Profit Corporation.

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

(e) "Developer" means and refers to by Brookside Sunrise Beach LLC, a Florida Limited Liability Company, whose address is P.O. Box 33573, Indialantic, FL 32903, and such of its successors and assigns as to which the rights of Developer hereunder are specifically assigned by written instrument recorded in the Public Records of Brevard County, Florida. A Unit purchaser, Unit Owner or Unit mortgagee, shall not be deemed to be the Developer by the mere act of purchase or mortgage of a Unit.

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

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

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

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

(j) "Plans" means and refers to drainage and stormwater management plans, together with any attachments thereto, for The Properties on file in the office of the Town Clerk. The Plans include the 4-page site plan and landscape plan entitled Watson Townhomes prepared by Bennett Engineering & Consulting of Melbourne, FL, dated August 11, 2020, under Project No. 20.770, including Sheets C-1 (Plot Plan); C-2 (Paving Grading, Drainage & Utility Plan); C-3 (Utility Details); and L-1 (Landscape Plan), all with no date of revision, except Sheet C-1 which has a date of revision of July 30, 2020; and the 7-page architectural plans entitled Watson Townhomes prepared by Jackson Kirschner Architects, P.A., of Melbourne, FL, dated July 29 2020, under Job No. XX, including Sheets A0.1 (Cover Sheet); A0.2 (Site Plan); A1.1 (Exterior Elevations); A1.2 (Exterior Elevations), A2.1 (First Floor Plan), A2.2 (Second Floor Plan), and A2.3 (Roof Plan), all with no date of revision; and the 33-page Surface Water Management Report for

Watson Drive Townhomes, prepared by Bennett Engineering & Consulting of Melbourne, FL, dated September 25, 2020, under Project No. 20.770.

(k) "Project" means and refers to a multi-family residential development consisting the development as shown on the Plans and legally described as the Properties.

(l) "Properties" means and refers to all such existing real property as described in Article III of this Agreement and legally described as Lots 9, 10, and 11, Block 62, Plat of Indialantic By the Sea, according to the plat thereof, as recorded in Plat Book 3, Page 35, Public Records of Brevard County, Florida, as replatted from time to time in whole or in part, together with any plat of additional land made subject to this Agreement. Tax Parcel #27-38-31-EO-62-9.

(m) "Surface Water/Stormwater Management System" means and refers to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C, Florida Administrative Code, and Chapter 14, Town Code of Ordinances (2024), all as superseded from time to time. The Surface Water/Stormwater Management System includes, but is not limited to, all retention/detention ponds and areas as shown upon Plans, together with all appurtenant outfall structures, pipes, lines, tees, bends, meters, gauges, mechanical equipment, valves, and easements therefore, all as are not conveyed to and accepted by the Town.

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

(o) "Unit" means and refers to any residential dwelling lot on the Properties and as shown on the Plans, including Units A, B, C, and D.

### ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

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

Agreement for the purpose of subjecting that portion of the Properties owned by each of them to this Agreement.

#### ARTICLE IV SURFACE WATER/STORMWATER MANAGEMENT SYSTEM

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

Section 2. Common Areas and Operation of Surface Water/ Stormwater Management System. The Common Areas, upon which the Surface Water/Stormwater Management System is situated, shall be open spaces without any structures, excluding fences, being permitted therein, except for structures which are a part of the Surface Water/Stormwater Management System. The Surface Water/Stormwater Management System shall be Operated, all in accordance with the standards, conditions, and requirements set forth on the Plans, and in the Town Code of Ordinances, and in particular although not limited to the requirements of the Town Code, which are incorporated herein by this reference, and the Town Comprehensive Plan, which standards, conditions, and requirements shall constitute minimum standards for the Operation of the Surface Water/Stormwater Management System. At all times the Surface Water/Stormwater Management System shall be maintained in such a condition

so that the Surface Water/ Stormwater Management System equals or exceeds the design performance standards as shown in the drainage calculations on the Plans.

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

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

Section 5. General. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land and, notwithstanding any other provisions of this Agreement, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.

ARTICLE V  
ASSOCIATION-COVENANT  
FOR MAINTENANCE ASSESSMENTS

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

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

Section 3. Specific Damage. Owners (on their behalf and on behalf of their family members, tenants, invitees, agents, contractors, subcontractors, or children) causing damage to any portion of the Surface Water/Stormwater Management System and the landscaping on the Common Areas or the Properties, as a result of misuse, negligence, or otherwise shall be directly liable to the Association, and a special Assessment may be

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

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

Association as set forth in Article V, Section 5 hereof.

Section 5. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the Assessments for installments are not paid on the date(s) when due (being the dates(s) specified herein), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Unit which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Each Assessment against a Unit shall also be the personal obligation of the Owner at the time the Assessment fell due. If any installment of an Assessment is not paid within ten (10) days after the due date, at the option of the Association or the Town, as the case may be, and if such installment is not paid thereafter, it shall accrue interest at the highest rate of interest then permissible by law. Further, the Association, or the Town, as the case may be, may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Unit on which the Assessments and late charges are unpaid or may foreclose the lien against the Unit on which the Assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such Assessments, and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Association, or the Town, as the case may be, shall be entitled to attorneys' fees in connection with any appeal of any such action.

Section 6. Lien Subordination. The priority of the lien of the Assessments provided for herein and the obligation for payment of past due Assessments in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined as provided in s. 718.116, Fla. Stat. as amended from time to time. Sale or transfer of any Unit shall not affect the Assessment lien except only as provided herein. Any sums outstanding and due but determined uncollectible by the Association or the Town shall be *pro-rata* assessed on an equal basis against all Units. No sale or transfer shall relieve such Unit from liability for any Assessment thereafter becoming due or from the lien thereof.

## ARTICLE VI GENERAL PROVISIONS

Section 1. Duration. This Agreement and the provisions hereof shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Town, the Developer, the Owners, and the Association of any land subject to this Agreement, and their respective legal representatives, heirs, successors and assigns, for a term of thirty



(30) years from the date this Agreement is recorded, after which time said Agreement shall be automatically extended for successive periods of five (5) years each unless an instrument signed by the Town has been recorded, agreeing to revoke said Agreement in part or in whole.

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

### Section 3. Enforcement.

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

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

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

### Section 5. Amendment.

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

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

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

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

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

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

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

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

Section 11. Dissolution of Association. In the event of a permanent dissolution of the Association and termination of any condominium operated thereby, except as otherwise provided by law or where a termination trustee exists, the Owners shall immediately thereupon hold title to the Common Areas as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the Town. In no event shall the Town be obligated to accept any dedication or conveyance offered to it by the Association or the Owners

pursuant to this section, but the Town may in its sole and absolute discretion accept such a dedication or conveyance, and any such acceptance must be made by ordinance or resolution adopted by the Town Council of the Town. Any successor to the Association, including the Unit Owners shall pursuant to this Agreement provide for the continued maintenance and upkeep of the Surface Water/Stormwater Management System, if any, and the Common Areas. Anything to the contrary herein notwithstanding, this section may not be amended without the written consent of the Town.

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

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

Section 14. Subordination of Declaration of Covenants, Conditions, and Restrictions of Sunrise Beach Indialantic Townhomes. The Declaration of Covenants, Conditions, and Restrictions of Sunrise Beach Indialantic Townhomes recorded on June 1, 2022, in Official Records Book 9521, Page 436, Public Records of Brevard County, Florida, and provisions in that document, as amended from time to time, be and the same are hereby subordinated and made subject to the provisions of this Stormwater Maintenance Agreement, as amended from time to time, notwithstanding that the Declaration of Covenants, Conditions, and Restrictions of Sunrise Beach Indialantic Townhomes was recorded prior in to time this Agreement. The property owner of all of the Properties and the Association have taken appropriate legal action to approve this Agreement and this Section 14.

[This Portion of Page Intentionally Left Blank]

Executed as of the date first above written.

Signed, sealed and delivered  
in the presence of:

OWNER/DEVELOPER:

BROOKSIDE SUNRISE BEACH LLC, a  
Florida Limited Liability Company

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
William Braselton, its Manager

Address: P.O. Box 33573  
Indialantic, FL 32903

BROOKSIDE SUNRISE BEACH LLC, a  
Florida Limited Liability Company

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
John Sottile, its Manager

Address: P.O. Box 33573  
Indialantic, FL 32903

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

ASSOCIATION:

SUNRISE BEACH INDIALANTIC  
HOMEOWNERS ASSOCIATION, INC., a  
Florida Not-for-Profit Corporation

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
William Braselton, its President

Address: P.O. Box 33573  
Indialantic, FL 32903

TOWN:

TOWN OF INDIALANTIC,  
A Florida Municipal Corporation

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Michael Casey, as Town  
Manager  
Address: 216 Fifth Avenue  
Indialantic, FL 32903

(TOWN SEAL)

ATTEST: \_\_\_\_\_  
Mollie Carr, Town Clerk

Notary for the Owner/Developer:

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by William Braselton, as the authorized Manager of Brookside Sunrise Beach LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

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

\_\_\_\_\_  
(Serial number)  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by John Sottile, as the authorized Manager of Brookside Sunrise Beach LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

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

\_\_\_\_\_  
(Serial number)  
My Commission Expires:

Notary for the Association:

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by William Braselton, as President of the Sunrise Beach Indialantic Homeowners Association, Inc. a Florida Not-for-Profit Corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

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

\_\_\_\_\_  
(Serial number)  
My Commission Expires:

Notary for the Town:

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Michael Casey, as Town Manager of the Town of Indialantic, a Florida Municipal Corporation, on behalf of the municipal corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

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

\_\_\_\_\_  
(Serial number)  
My Commission Expires:

THIS INSTRUMENT SHOULD  
BE RETURNED TO:

Mollie Carr, Town Clerk  
Town of Indian Lantic  
216 Fifth Avenue  
Indian Lantic, FL 32903

**LIMITED LIABILITY COMPANY AFFIDAVIT For BROOKSIDE SUNRISE  
BEACH LLC AND SUNRISE BEACH INDIAN LANTIC HOMEOWNERS  
ASSOCIATION, INC.**

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared William Braselton ("Affiant"), having an address of 2018 Melbourne Court – Suite 204, Melbourne, Florida 32901, who after being first duly sworn by me, deposes and says:

1. That he is a Manager ("Manager") of Brookside Sunrise Beach LLC, a Florida Limited Liability Company (the "Company"), formed pursuant to and in accordance with the laws of the State of Florida, as set forth in the Articles of Organization filed with the Florida Secretary of State on September 3, 2021, Document #L21000393589, and which articles stand unamended, and the Operating Agreement (collectively, the "Company Organizational and Operating Documents"). That any Manager of the Company, acting alone, has the authority to execute all conveyances, plat dedications, consents and joinders to mortgages and any other instruments of or affecting the Company property and to otherwise bind the Company.

2. That the Company is presently in existence and in good standing under the laws of the State of Florida.

3. That the Company is registered with and authorized by the Florida Secretary of State to transact business.

4. That the Company Organizational and Operating Documents are in full force and effect and have not been amended since adoption, modified or revoked. That the Organizational and Operating Documents for the Company are in full force and effect and have not been amended, modified or revoked.

5. That the Company has not been divided, placed in bankruptcy, or receivership.



6. That the Managers of the Company are John Sottile and William Braselton, and neither of these Managers/individuals are debtors in a bankruptcy proceeding or in receivership.

7. That the Company is the fee simple owner of all property described as Lots 9, 10, and 11, Block 62, Plat of Indialantic By the Sea, according to the plat thereof, as recorded in Plat Book 3, Page 35, Public Records of Brevard County, Florida.

8. That he is the President of Sunrise Beach Indialantic Homeowners Association, Inc., a Florida Not-for-Profit Corporation, which is duly incorporated as a Florida not-for-profit corporation and currently active with the Florida Division of Corporations.

9. That the Declaration of Covenants, Conditions, and Restrictions of Sunrise Beach Indialantic Townhomes encumbering Lots 9, 10, and 11, Block 62, Plat of Indialantic By the Sea, according to the plat thereof, as recorded in Plat Book 3, Page 35, Public Records of Brevard County, Florida, was recorded on June 1, 2022, in official Records Book 9521, Page 436, Public Records of Brevard County, Florida (the "CC&R").

10. That the Sunrise Beach Indialantic Homeowners Association, Inc., a Florida Not-for-Profit Corporation, and Brookside Sunrise Beach LLC, as fee simple owner of all units/lots and properties encumbering the property described in the CC&R, have both taken appropriate corporate or other legal action, legally binding, to agree that the CC&R shall be subordinate and subject to the Stormwater Maintenance Agreement for Sunrise Beach Indialantic Townhomes with the Town of Indialantic.

11. This affidavit is given pursuant to Sections 605.0110 and 605.04074, Florida Statutes.

12. That this affidavit is given to induce reliance by the Town of Indialantic, a Florida Municipal Corporation, with regard to execution of a stormwater maintenance agreement, and the Declaration of Covenants, Conditions, and Restrictions for Sunrise Beach Indialantic Townhomes located on Watson Drive and slightly West of A-1-A in the Town of Indialantic.

**FURTHER AFFIANT SAYETH NOT.**

**<Left blank intentionally.>**

\_\_\_\_\_  
William Braselton

The foregoing instrument was sworn to and acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by William Braselton, who is personally known to me or \_\_\_\_\_ who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida  
My Commission Expires:

**SUBJECT: Ordinance 2024-05, Second/Final Reading/Public Hearing**

**Staff Report – Town of Indialantic**

**Meeting Date- April 10, 2024**

**Summary:**

Based upon discussion about yard debris at previous Council meeting and lacking the ability to enforce how yard trash/debris is placed for pickup for both containerized and large bulk piles. Attorney Gougelman prepared Ordinance 2024-05 addressing the changed method of pick up of yard trash/debris with Waste Management and giving code enforcement the ability to enforce the compliance of the code.

A copy of the ordinance with the amendments requested by the Building Official is attached, along with a clean copy of the ordinance.

**Recommendation:**

Approve and adopt Ordinance 2024-05- Relating to yard trash/debris, on second/final reading/public hearing

**MOTION: Approve and adopt Ordinance 2024-05 – Relating to yard trash/debris, on second/final reading/public hearing.**

Submitted by:

Approved for agenda:

Mollie Carr  
Mollie Carr  
Town Clerk

Michael Casey  
Michael L. Casey  
Town Manager

**ORDINANCE NO. 2024-05**

AN ORDINANCE OF THE TOWN OF INDIAN LANTIC, BREVARD COUNTY, FLORIDA, RELATING TO SOLID WASTE COLLECTION; MAKING FINDINGS; CREATING SECTION 26-18, TOWN CODE OF ORDINANCES KNOWN AS THE ~~DICK~~ DUNN SOLID WASTE COLLECTION ORDINANCE; AMENDING SECTIONS 26-18, 26-19, 26-20, 26-21, 26-22, AND 26-23, TOWN CODE OF ORDINANCES, RELATING TO YARD TRASH, COLLECTION THEREOF, AND DUTY TO DISPOSE OF SAME; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY/ INTERPRETATION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, throughout the Town there has been an accumulation of yard trash and debris from residential properties; and

**WHEREAS**, the yard trash has either not been properly prepared for collection or the residential property occupant does not timely and properly coordinate with Harris Sanitation, Inc., a Florida Corporation, the Town's approved solid waste collector; and

**WHEREAS**, the uncollected piles of yard trash violate the public aesthetics because uncollected piles of refuse occur throughout the Town's residential areas; and

**WHEREAS**, the uncollected piles of yard trash violate the public health and safety because uncollected piles of refuse become breeding grounds and habitats for rodents and other vermin resulting in unsanitary conditions from which disease can be generated; and

**WHEREAS**, Section 26-20 of the Town Code of Ordinances, provides that it is illegal to permit the accumulation of yard trash and other debris that might endanger the public health and safety; and

**WHEREAS**, Section 26-21 of the Town Code of Ordinances, provides that it is illegal for yard trash to accumulate on residential property in the Town for over



42 four (4) days; and  
43

44 **WHEREAS**, Section 26-23 of the Town Code of Ordinances, provides that  
45 residents or occupants of residential dwellings are required to coordinate with the  
46 Town's solid waste collector to remove yard trash; and  
47

48 **WHEREAS**, Section 26-23(a) of the Town Code of Ordinances, provides:  
49

50 Sec. 26-23. - Duty to use contract collector; fees.  
51

52 (a) *Residential.* All residents or occupants of  
53 residential dwellings, houses and units in the town, wherever  
54 situated as to zoning, shall be required to have  
55 accumulations of garbage and trash removed and disposed  
56 of by the collector holding a contract or franchise agreement  
57 with the town, and for such service shall pay the collector  
58 such fees and charges as are agreed upon by the terms of  
59 the franchise agreement. Fees and charges for garbage and  
60 trash shall be chargeable on newly constructed residential  
61 units immediately upon occupancy or whenever the first  
62 garbage and trash collection is made by the contractor,  
63 whichever shall occur first; and  
64

65 **WHEREAS**, the purpose of this Ordinance is to provide standards for the  
66 collection of yard trash, to stop the accumulation of piles of yard trash in the Town's  
67 residential area, and to set forth standards for an enforcement program; and  
68

69 **WHEREAS**, the Town Council of the Town of Indialantic, Florida, hereby finds this  
70 Ordinance is needed to protect and will promote the public health, safety, welfare, and  
71 aesthetics of the community by stopping the proliferation of yard trash in the residential  
72 neighborhoods and is in the best interests of the public health, safety, and welfare of  
73 the citizens of Indialantic.  
74

75 **NOW, THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF**  
76 **INDIALANTIC, FLORIDA:**  
77

78 SECTION 1. Recitals. The foregoing recitals ("WHEREAS" clauses) are hereby  
79 fully incorporated herein by this reference as legislative findings and the intent and  
80 purpose of the Town Council of the Town of Indialantic.  
81

82 SECTION 2. That section 26-18 of the Code of Ordinances of Indialantic, Florida,  
83 is hereby amended to read as follows:

84  
85 **Sec. 26-18. Title.**  
86

87 This article shall be commonly referred to as the **Dick Dunn** Solid Waste Collection  
88 Ordinance.  
89

90 SECTION 3. That section 26-19 of the Code of Ordinances of Indialantic, Florida,  
91 is hereby amended to read as follows:  
92

93 **Sec. 26-19. - Definitions.**  
94

95 The following words, terms and phrases, when used in this article, shall have the  
96 meanings ascribed to them in this section, except where the context clearly indicates  
97 a different meaning:  
98

99 *Automated garbage collection truck* means the vehicle that is partially open at the top  
100 and accepts garbage conveyed from a cart provided by the collector.  
101

102 *Clam shell* means a garbage and trash collector vehicle which is equipped with a  
103 crane to pick up and carry away large objects for disposal.  
104

105 *Contractor or collector* means the person with whom the town has entered into a  
106 contract or to whom the town has granted a franchise for the collection and disposal  
107 of garbage and refuse generated in the town.  
108

109 *Diameter at breast height or dbh* ~~(dbh)~~ means the diameter of the trunk of a tree, or  
110 the sum of the stems of a multi-stemmed tree, measured 4½ feet above natural or  
111 development grade.  
112

113 *Dumpster* means a large container supplied by the contract collector used to contain  
114 garbage and trash usually generated by commercial concerns.  
115

116 *Front loader* means the vehicle which picks up dumpsters and empties them into itself.  
117

118 *Garbage* means the solid or semi-solid waste generated in both household and  
119 commercial handling of food and ordinary refuse. Consistent with F.S. § 790.33,  
120 ammunition shall not be included in this definition of the term "garbage."  
121

122 *Garbage container or garbage receptacle* means a container of not greater than 96-  
123 gallon capacity or less as provided by the collector.  
124

*Land clearing* means the removal of vegetation from a vacant lot or parcel, however, the term "land clearing" does not include mowing, trimming or pruning of vegetation so as to maintain it in a healthy and viable condition.

*Native vegetation* means plant material indigenous to the county.

*Rear loader* means the vehicle into the rear of which is emptied the contents of trash containers approximately 32-gallon size.

*Recyclable materials* means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste, including:

(1) Glass (all unbroken, clear, brown, and green glass containers. Flat glass, window glass, dishes, crockery, etc., are excluded).

(2) Metal cans (aluminum and bi-metal), aluminum foil, aluminum pie tins.

(3) Newspapers (daily newspapers, including inserts), magazines, office paper, brown paper bags, junk mail, telephone books.

(4) Plastic bottles numbers one—seven.

*Residential dwelling* means a property with three or fewer residential units on the property.

*Trash* means all debris and rubbish, and all materials generated as a result of individual ground maintenance and improvements, and all items other than garbage intended for disposal, but does not include autos, auto parts, or materials that accumulate as the result of building operations, building alterations, or clearing of lots. Consistent with F.S. § 790.33, ammunition shall not be included in this definition of the term "trash."

*Tree* means a woody or fibrous perennial plant with one or more upright limbs with a minimum dbh of four inches, or a sum of four or more inches for multi-stemmed trees, and which will attain an average mature height of at least ten feet.

*User* means any customer of contract collector or a tenant of a customer of contract collector.

*Vegetation* means any plant material including, but not limited to, trees, shrubs, herbs and grasses.

*Yard trash* means vegetation, lawn, grass, or shrubbery cuttings, or clippings and dry leaf rakings, palm fronds, tree branches, bushes, or shrubs, vines, leaf cuttings, coconuts, fruits, or other matter usually created as refuse in the care of lawns and yards. Yard trash must be generated by the owner or the occupant of a residential dwelling at the residential unit wherein the yard trash is to be collected.

SECTION 4. That section 26-20 of the Code of Ordinances of Indialantic, Florida, is hereby amended to read as follows:

**Sec. 26-20. - Accumulations prohibited generally.**

(a) All lands in the town shall be kept free from any kind of yard trash, trash, garbage, yard trash, or filth including, but not limited to, broken tree limbs, leaves or branches, any uncontainerized garbage or refuse, or any other type of material which might conceal pools of water, create breeding places for mosquitoes or which might be otherwise detrimental to the health or safety of the inhabitants of the town. The existence of any such trash or filth is hereby declared to be a nuisance. Occasional or isolated tree limbs or branches in a yard that may be reasonably concluded as not being in sufficient quantity for pickup and disposal by the solid waste collector shall not be interpreted as an accumulation of yard trash in violation of this code.

(b) The occupant and the owner of a residential dwelling unit shall have a duty and is required to properly prepare all yard trash for collection by the town's solid waste collector. With regard to yard trash, the occupant of a residential dwelling unit shall either be collected by the solid waste collector's clam shell truck or placed into a garbage receptacles supplied by the solid waste collector.

(c) Preparation of yard trash generally. Regardless of the method of collection, yard trash, tree limbs, and branches, for solid waste collector pickup and removal shall not exceed four (4) feet in length or four (4) inches in diameter.

(1) Disposal by receptacle. Loose yard trash must be placed in a garbage receptacle. There are no limits on the number of garbage receptacles the owner or the occupant of a residential dwelling can use. All garbage receptacles must be placed at the curbside on the designated collection day by 6:00 a.m. in the morning. The solid waste collector shall designate one day per calendar week for garbage receptacle pickup of yard trash. The occupant and the owner of a residential dwelling may determine this day by contacting the solid waste collector, and periodically, the town, by use of the town newsletter or email alert, will provide notice of the collection day to residential dwelling occupants.

(2) Disposal by clam shell truck. When the amount of yard trash is so great that it cannot fit into a solid waste collector provided garbage receptacle, or in the case of yard trash, tree trimmings, palm fronds, and other yard trash, that are 3 cubic yards or greater in amount at the time of creation, disposal shall be by the solid waste collector's clam shell truck. The pile of yard trash shall be accumulated in a pile that is similar in size to a conventional picnic table which shall not exceed four feet in length or



fifty pounds in weight.

Clam pile yard trash shall be three (3) cubic yards or greater (about the size of a picnic table) and shall be neatly stacked in one (1) pile curbside on the lawn of a residential dwelling. If ditching bisects the property and right-of-way, the curbside then becomes the roadside of the ditch. Clam pile yard trash shall not be placed in multiple piles at a residential dwelling nor stretched across the residential frontage. Clam pile yard trash shall not be placed on a driveway or other hard surface as the collection vehicle "claw" could scratch or damage the surface. The solid waste collector is not responsible for clam yard trash that is placed onto a driveway or other hard surface. Clam pile yard trash shall not be placed onto a tarpaulin or other such lawn covering as the "claw" could damage this material. Clam pile yard trash shall be placed at least three (3) feet away from trees, mailboxes, utility poles, street signs, or other stationary objects and shall not be placed under low hanging utility lines.

The occupant and the owner of a residential dwelling shall have the obligation of contacting the solid waste collector via methods approved by the solid waste collector at least 48 hours prior to the designated collection day to schedule clam shell pickup of yard trash.

SECTION 5. That section 26-21 of the Code of Ordinances of Indialantic, Florida, is hereby amended to read as follows:

**Sec. 26-21. - Accumulations longer than seven ~~four~~ consecutive days prohibited; exception.**

(a) *Accumulation of yard trash for more than seven ~~four~~ consecutive days.* Except when a holiday celebrated on a normal collection day results in the closure of the county landfill, it shall be unlawful to permit an accumulation of garbage, yard trash, or trash, visible from the street upon any premises in the town at any residential or commercial unit or building for a period longer ~~more~~ than seven ~~five~~ days; without having arranged for disposal of such accumulation by the town's designated solid waste collector, or by some person qualified by the aforesaid solid waste collector to perform such services because of non-collection shall be prima facie evidence of a sanitary nuisance. Such accumulation of garbage, yard trash, ~~trash non-collection~~ shall be prima facie ~~prima facie~~ evidence of a sanitary nuisance. In such cases, and by agreement with the board of county commissioners to utilize the services of the county health officer, the latter or the town code enforcement officer shall, in coordination with town authorities, notify the person responsible for the violation to remove or cause to be promptly removed such garbage, yard trash, or trash ~~within 24 hours~~, failing which the health officer may take corrective action as prescribed for similar violations within the county.

(b) *Proactive code enforcement.* The town code enforcement officer shall begin an active program of patrolling residential dwelling areas of the town and citing individuals who there is probable cause to believe may be in violation of section 26-21(a) of the code. Each street with residential dwellings shall be periodically inspected by the code inspector at least twice per calendar month to ascertain violations of section 26-21(a). When the code inspector has probable cause to believe that a particular residential dwelling is in violation of section 26-21(a) of this code, the code inspector shall promptly cite the occupant and the owner of the residential dwelling, issue a notice of violation, and timely schedule a hearing before the code enforcement board. Once cited, no case may be dismissed unless compliance is first obtained, or a written agreement is consummated with a schedule by which compliance will be obtained. If the alleged violator comes into compliance before the hearing, the code inspector may dismiss the charges, or if there have been two previous instances of a violation of this section that has come into compliance before a hearing, the code inspector may prosecute the case to establish a violation such that an additional violation will be legally viewed as a repeat violation. Notwithstanding the immediate citation of a violation, the code enforcement officer shall have a continuing duty to contact the alleged violator to seek and obtain compliance with this code.

As part of the proactive code enforcement program, authority is hereby delegated to the town manager to designate members of the town staff as code enforcement officers so that code enforcement may occur for any potential violation of the town code during evenings or weekends, or at such times that the town code inspector is not on duty.

As part of the proactive code enforcement program, the town manager shall not less often than once every 180 consecutive day time period publish in the town newsletter and give notice to by residents registered to receive town emails, concerning the contents of section 26-20, 26-21, and 26-22 of this code in a non-legalistic and plain meaning English english presentation.

(c) *Presumption of violation of code.* If the code inspector finds at a residential dwelling that there is probable cause to believe a violation of section 26-20 of this code may exist, the code inspector shall keep accurate records of such location and photograph the violation, and when the code inspector has probable cause to believe that the residential dwelling location is in violation of section 26-21(a), a rebuttable presumption of a violation of section 26-21(a) is created. The rebuttable presumption is created if on more than one day of inspection which subsequent day of violation is more than seven four (4) consecutive days after initially determining a violation of section 26-20(c)(2), an un-containerized pile of yard trash is not changed

substantially as to location on the residential dwelling property, or is not substantially decreased as to size or amount, during said period. In addition to other circumstances, the rebuttable presumption may be rebutted if it is shown to town authorities that the property owner or occupant has a demonstrated, good faith inability to contact the solid waste collector during said seven day period.

SECTION 6. That section 26-22 of the Code of Ordinances of Indialantic, Florida, is hereby amended to read as follows:

**Sec. 26-22. - Accumulations presumed sanitary nuisance; abatement.**

Except when a holiday celebrated on a normal collection day results in the closure of the county landfill, accumulation of garbage or trash at any residential or commercial unit or building for more than five days because of non-collection shall be prima facie ~~prima facie~~ evidence of a sanitary nuisance. In such cases, and by agreement with the board of county commissioners to utilize the services of the county health officer, the latter shall, in coordination with town authorities, notify the person responsible for the violation to remove or cause to be removed such garbage or trash within 24 hours, failing which the health officer may take corrective action as prescribed for similar violations within the county.

SECTION 7. That section 26-23 of the Code of Ordinances of Indialantic, Florida, is hereby amended to read as follows:

**Sec. 26-23. - Duty to use contract collector; fees.**

(a) *Residential.* All residents or occupants of residential dwellings, houses and units in the town, wherever situated as to zoning, shall be required to have accumulations of garbage, and trash, and yard trash, removed and disposed of by the collector holding a contract or franchise agreement with the town, and for such service shall pay the collector such fees and charges as are agreed upon by the terms of the franchise agreement. Fees and charges for garbage ,and trash, and yard trash, collection shall be chargeable on newly constructed residential units immediately upon occupancy or whenever the first garbage ,and trash, or yard trash, collection is made by the contractor, whichever shall occur first;

**SECTION 8. Severability Clause/Interpretation.**

(a) 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,

335 sentences, or sections of this Ordinance, and this Ordinance shall be read and/or  
336 applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or  
337 section did not exist.  
338

339 (b) That in interpreting this Ordinance, underlined words indicate  
340 additions to existing text, and ~~stricken through~~ words include deletions from existing  
341 text. Asterisks (\* \* \*) indicate a deletion from the Ordinance of text, which exists in the  
342 Code of Ordinances. It is intended that the text in the Code of Ordinances denoted by  
343 the asterisks and not set forth in this Ordinance shall remain unchanged from the  
344 language existing prior to adoption of this Ordinance.  
345

346 SECTION 9. Effective Date. This Ordinance shall become effective upon adoption  
347 of this Ordinance.  
348

349 PASSED by the Town Council of the Town of Indialantic on first reading on the  
350 14th day of February, 2024, and ADOPTED by the Town Council of the Town of  
351 Indialantic, Florida on final reading on the 10th 13th day of April March, 2024.  
352

353 TOWN OF INDIALANTIC  
354  
355

356 \_\_\_\_\_  
357 Mark McDermott  
358 Mayor  
359

360 ATTEST: \_\_\_\_\_  
361 Mollie Carr, Town Clerk



**ORDINANCE NO. 2024-05**

**AN ORDINANCE OF THE TOWN OF INDIAN LANTIC,  
BREVARD COUNTY, FLORIDA, RELATING TO  
SOLID WASTE COLLECTION; MAKING  
FINDINGS; CREATING SECTION 26-18,  
TOWN CODE OF ORDINANCES KNOWN AS  
THE SOLID WASTE COLLECTION  
ORDINANCE; AMENDING SECTIONS 26-18,  
26-19, 26-20, 26-21, 26-22, AND 26-23,  
TOWN CODE OF ORDINANCES, RELATING  
TO YARD TRASH, COLLECTION THEREOF,  
AND DUTY TO DISPOSE OF SAME;  
PROVIDING DEFINITIONS; PROVIDING FOR  
SEVERABILITY/ INTERPRETATION; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, throughout the Town there has been an accumulation of yard trash and debris from residential properties; and

**WHEREAS**, the yard trash has either not been properly prepared for collection or the residential property occupant does not timely and properly coordinate with Harris Sanitation, Inc., a Florida Corporation, the Town's approved solid waste collector; and

**WHEREAS**, the uncollected piles of yard trash violate the public aesthetics because uncollected piles of refuse occur throughout the Town's residential areas; and

**WHEREAS**, the uncollected piles of yard trash violate the public health and safety because uncollected piles of refuse become breeding grounds and habitats for rodents and other vermin resulting in unsanitary conditions from which disease can be generated; and

**WHEREAS**, Section 26-20 of the Town Code of Ordinances, provides that it is illegal to permit the accumulation of yard trash and other debris that might endanger the public health and safety; and

**WHEREAS**, Section 26-21 of the Town Code of Ordinances, provides that it is illegal for yard trash to accumulate on residential property in the Town for over four (4) days; and

42  
43       **WHEREAS**, Section 26-23 of the Town Code of Ordinances, provides that  
44 residents or occupants of residential dwellings are required to coordinate with the  
45 Town's solid waste collector to remove yard trash; and  
46

47       **WHEREAS**, Section 26-23(a) of the Town Code of Ordinances, provides:  
48

49               Sec. 26-23. - Duty to use contract collector; fees.  
50

51               (a)     *Residential.* All residents or occupants of  
52 residential dwellings, houses and units in the town, wherever  
53 situated as to zoning, shall be required to have  
54 accumulations of garbage and trash removed and disposed  
55 of by the collector holding a contract or franchise agreement  
56 with the town, and for such service shall pay the collector  
57 such fees and charges as are agreed upon by the terms of  
58 the franchise agreement. Fees and charges for garbage and  
59 trash shall be chargeable on newly constructed residential  
60 units immediately upon occupancy or whenever the first  
61 garbage and trash collection is made by the contractor,  
62 whichever shall occur first; and  
63

64       **WHEREAS**, the purpose of this Ordinance is to provide standards for the  
65 collection of yard trash, to stop the accumulation of piles of yard trash in the Town's  
66 residential area, and to set forth standards for an enforcement program; and  
67

68       **WHEREAS**, the Town Council of the Town of Indialantic, Florida, hereby finds this  
69 Ordinance is needed to protect and will promote the public health, safety, welfare, and  
70 aesthetics of the community by stopping the proliferation of yard trash in the residential  
71 neighborhoods and is in the best interests of the public health, safety, and welfare of  
72 the citizens of Indialantic.  
73

74       **NOW, THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF**  
75 **INDIALANTIC, FLORIDA:**  
76

77       SECTION 1. Recitals. The foregoing recitals ("WHEREAS" clauses) are hereby  
78 fully incorporated herein by this reference as legislative findings and the intent and  
79 purpose of the Town Council of the Town of Indialantic.  
80

81       SECTION 2. That section 26-18 of the Code of Ordinances of Indialantic, Florida,  
82 is hereby amended to read as follows:  
83

84 **Sec. 26-18. Title.**

85  
86 This article shall be commonly referred to as the Solid Waste Collection Ordinance.

87  
88 SECTION 3. That section 26-19 of the Code of Ordinances of Indialantic, Florida,  
89 is hereby amended to read as follows:

90  
91 **Sec. 26-19. - Definitions.**

92  
93 The following words, terms and phrases, when used in this article, shall have the  
94 meanings ascribed to them in this section, except where the context clearly indicates  
95 a different meaning:

96  
97 *Automated garbage collection truck* means the vehicle that is partially open at the top  
98 and accepts garbage conveyed from a cart provided by the collector.

99  
100 *Clam shell* means a garbage and trash collector vehicle which is equipped with a  
101 crane to pick up and carry away large objects for disposal.

102  
103 *Contractor* or *collector* means the person with whom the town has entered into a  
104 contract or to whom the town has granted a franchise for the collection and disposal  
105 of garbage and refuse generated in the town.

106  
107 *Diameter at breast height or dbh* ~~(dbh)~~ means the diameter of the trunk of a tree, or  
108 the sum of the stems of a multi-stemmed tree, measured 4½ feet above natural or  
109 development grade.

110  
111 *Dumpster* means a large container supplied by the contract collector used to contain  
112 garbage and trash usually generated by commercial concerns.

113  
114 *Front loader* means the vehicle which picks up dumpsters and empties them into itself.

115  
116 *Garbage* means the solid or semi-solid waste generated in both household and  
117 commercial handling of food and ordinary refuse. Consistent with F.S. § 790.33,  
118 ammunition shall not be included in this definition of the term "garbage."

119  
120 *Garbage container or garbage receptacle* means a container of not greater than 96-  
121 gallon capacity or less as provided by the collector.

122  
123 *Land clearing* means the removal of vegetation from a vacant lot or parcel, however,  
124 the term "land clearing" does not include mowing, trimming or pruning of vegetation  
125 so as to maintain it in a healthy and viable condition.

126  
127 *Native vegetation* means plant material indigenous to the county.  
128

129 *Rear loader* means the vehicle into the rear of which is emptied the contents of trash  
130 containers approximately 32-gallon size.  
131

132 *Recyclable materials* means those materials which are capable of being recycled and  
133 which would otherwise be processed or disposed of as solid waste, including:

134 (1) Glass (all unbroken, clear, brown, and green glass containers. Flat glass,  
135 window glass, dishes, crockery, etc., are excluded).

136 (2) Metal cans (aluminum and bi-metal), aluminum foil, aluminum pie tins.

137 (3) Newspapers (daily newspapers, including inserts), magazines, office  
138 paper, brown paper bags, junk mail, telephone books.

139 (4) Plastic bottles numbers one—seven.

140 *Residential dwelling* means a property with three or fewer residential units on the  
141 property.  
142

143 *Trash* means all debris and rubbish, and all materials generated as a result of  
144 individual ground maintenance and improvements, and all items other than garbage  
145 intended for disposal, but does not include autos, auto parts, or materials that  
146 accumulate as the result of building operations, building alterations, or clearing of lots.  
147 Consistent with F.S. § 790.33, ammunition shall not be included in this definition of  
148 the term "trash."  
149

150 *Tree* means a woody or fibrous perennial plant with one or more upright limbs with a  
151 minimum dbh of four inches, or a sum of four or more inches for multi-stemmed trees,  
152 and which will attain an average mature height of at least ten feet.  
153

154 *User* means any customer of contract collector or a tenant of a customer of contract  
155 collector.  
156

157 *Vegetation* means any plant material including, but not limited to, trees, shrubs, herbs  
158 and grasses.  
159

160 *Yard trash* means vegetation, lawn, grass, or shrubbery cuttings, or clippings and dry  
161 leaf rakings, palm fronds, tree branches, bushes, or shrubs, vines, leaf cuttings,  
162 coconuts, fruits, or other matter usually created as refuse in the care of lawns and yards.  
163 Yard trash must be generated by the owner or the occupant of a residential dwelling  
164 at the residential unit wherein the yard trash is to be collected.  
165

166 SECTION 4. That section 26-20 of the Code of Ordinances of Indialantic, Florida,  
167 is hereby amended to read as follows:

168  
169 **Sec. 26-20. - Accumulations prohibited generally.**  
170

171 (a) All lands in the town shall be kept free from any kind of yard trash, trash,  
172 garbage, yard trash, or filth including, but not limited to, broken tree limbs, leaves or  
173 branches, any uncontainerized garbage or refuse, or any other type of material which  
174 might conceal pools of water, create breeding places for mosquitoes or which might  
175 be otherwise detrimental to the health or safety of the inhabitants of the town. The  
176 existence of any such trash or filth is hereby declared to be a nuisance. Occasional  
177 or isolated tree limbs or branches in a yard that may be reasonably concluded as not  
178 being in sufficient quantity for pickup and disposal by the solid waste collector shall  
179 not be interpreted as an accumulation of yard trash in violation of this code.  
180

181 (b) The occupant and the owner of a residential dwelling unit shall have a duty  
182 and is required to properly prepare all yard trash for collection by the town's solid  
183 waste collector. With regard to yard trash, the occupant of a residential dwelling unit  
184 shall either be collected by the solid waste collector's clam shell truck or placed into a  
185 garbage receptacles supplied by the solid waste collector.  
186

187 (c) Preparation of yard trash generally. Regardless of the method of  
188 collection, yard trash, tree limbs, and branches, for solid waste collector pickup and  
189 removal shall not exceed four (4) feet in length or four (4) inches in diameter.  
190

191 (1) Disposal by receptacle. Loose yard trash must be placed in a  
192 garbage receptacle. There are no limits on the number of garbage receptacles the  
193 owner or the occupant of a residential dwelling can use. All garbage receptacles must  
194 be placed at the curbside on the designated collection day by 6:00 a.m. in the morning.  
195 The solid waste collector shall designate one day per calendar week for garbage  
196 receptacle pickup of yard trash. The occupant and the owner of a residential dwelling  
197 may determine this day by contacting the solid waste collector, and periodically, the  
198 town, by use of the town newsletter or email alert, will provide notice of the collection  
199 day to residential dwelling occupants.  
200

201 (2) Disposal by clam shell truck. When the amount of yard trash is so  
202 great that it cannot fit into a solid waste collector provided garbage receptacle, or in the  
203 case of yard trash, tree trimmings, palm fronds, and other yard trash, that are 3 cubic  
204 yards or greater in amount at the time of creation, disposal shall be by the solid waste  
205 collector's clam shell truck. The pile of yard trash shall be accumulated in a pile that is  
206 similar in size to a conventional picnic table which shall not exceed four feet in length or  
207 fifty pounds in weight.  
208

209 Clam pile yard trash shall be three (3) cubic yards or greater (about the size of a picnic



table) and shall be neatly stacked in one (1) pile curbside on the lawn of a residential dwelling. If ditching bisects the property and right-of-way, the curbside then becomes the roadside of the ditch. Clam pile yard trash shall not be placed in multiple piles at a residential dwelling nor stretched across the residential frontage. Clam pile yard trash shall not be placed on a driveway or other hard surface as the collection vehicle "claw" could scratch or damage the surface. The solid waste collector is not responsible for clam yard trash that is placed onto a driveway or other hard surface. Clam pile yard trash shall not be placed onto a tarpaulin or other such lawn covering as the "claw" could damage this material. Clam pile yard trash shall be placed at least three (3) feet away from trees, mailboxes, utility poles, street signs, or other stationary objects and shall not be placed under low hanging utility lines.

The occupant and the owner of a residential dwelling shall have the obligation of contacting the solid waste collector via methods approved by the solid waste collector at least 48 hours prior to the designated collection day to schedule clam shell pickup of yard trash.

SECTION 5. That section 26-21 of the Code of Ordinances of Indialantic, Florida, is hereby amended to read as follows:

**Sec. 26-21. - Accumulations longer than seven ~~four~~ consecutive days prohibited; exception.**

(a) *Accumulation of yard trash for more than seven consecutive days.* Except when a holiday celebrated on a normal collection day results in the closure of the county landfill, it shall be unlawful to permit an accumulation of garbage, yard trash, or trash, visible from the street upon any premises in the town at any residential or commercial unit or building for a period longer more than seven five days; without having arranged for disposal of such accumulation by the town's designated solid waste collector, or by some person qualified by the aforesaid solid waste collector to perform such services because of non-collection shall be prima facie evidence of a sanitary nuisance. Such accumulation of garbage, yard trash, trash non-collection shall be prima facie prima-facie evidence of a sanitary nuisance. In such cases, and by agreement with the board of county commissioners to utilize the services of the county health officer, the latter or the town code enforcement officer shall, in coordination with town authorities, notify the person responsible for the violation to remove or cause to be promptly removed such garbage, yard trash, or trash within 24 hours, failing which the health officer may take corrective action as prescribed for similar violations within the county.

(b) *Proactive code enforcement.* The town code enforcement officer shall begin an active program of patrolling residential dwelling areas of the town and citing

individuals who there is probable cause to believe may be in violation of section 26-21(a) of the code. Each street with residential dwellings shall be periodically inspected by the code inspector to ascertain violations of section 26-21(a). When the code inspector has probable cause to believe that a particular residential dwelling is in violation of section 26-21(a) of this code, the code inspector shall promptly cite the occupant *and* the owner of the residential dwelling, issue a notice of violation, and timely schedule a hearing before the code enforcement board. Once cited, no case may be dismissed unless compliance is first obtained, or a written agreement is consummated with a schedule by which compliance will be obtained. If the alleged violator comes into compliance before the hearing, the code inspector may dismiss the charges, or if there have been two previous instances of a violation of this section that has come into compliance before a hearing, the code inspector may prosecute the case. Notwithstanding the immediate citation of a violation, the code enforcement officer shall have a continuing duty to contact the alleged violator to seek and obtain compliance with this code.

As part of the proactive code enforcement program, authority is hereby delegated to the town manager to designate members of the town staff as code enforcement officers so that code enforcement may occur for any potential violation of the town code during evenings or weekends, or at such times that the town code inspector is not on duty.

As part of the proactive code enforcement program, the town manager shall not less often than once every 180 consecutive day time period publish in the town newsletter and give notice to residents registered to receive town emails, concerning the contents of section 26-20, 26-21, and 26-22 of this code in a non-legalistic and plain meaning English presentation.

(c) *Presumption of violation of code.* If the code inspector finds at a residential dwelling that there is probable cause to believe a violation of section 26-20 of this code may exist, the code inspector shall keep accurate records of such location and photograph the violation, and when the code inspector has probable cause to believe that the residential dwelling location is in violation of section 26-21(a), a rebuttable presumption of a violation of section 26-21(a) is created. The rebuttable presumption is created if on more than one day of inspection which subsequent day of violation is more than seven ~~four (4)~~ consecutive days after initially determining a violation of section 26-20(c)(2), an un-containerized pile of yard trash is not changed substantially as to location on the residential dwelling property, or is not substantially decreased as to size or amount, during said period. In addition to other circumstances, the rebuttable presumption may be rebutted if it is shown to town authorities that the property owner or occupant has a demonstrated, good faith inability to contact the solid waste collector during said seven day period.

SECTION 6. That section 26-22 of the Code of Ordinances of Indialantic, Florida, is hereby amended to read as follows:

**Sec. 26-22. - Accumulations presumed sanitary nuisance; abatement.**

Except when a holiday celebrated on a normal collection day results in the closure of the county landfill, accumulation of garbage or trash at any residential or commercial unit or building for more than five days because of non-collection shall be prima facie ~~prima facie~~ evidence of a sanitary nuisance. In such cases, and by agreement with the board of county commissioners to utilize the services of the county health officer, the latter shall, in coordination with town authorities, notify the person responsible for the violation to remove or cause to be removed such garbage or trash within 24 hours, failing which the health officer may take corrective action as prescribed for similar violations within the county.

SECTION 7. That section 26-23 of the Code of Ordinances of Indialantic, Florida, is hereby amended to read as follows:

**Sec. 26-23. - Duty to use contract collector; fees.**

(a) *Residential.* All residents or occupants of residential dwellings, houses and units in the town, wherever situated as to zoning, shall be required to have accumulations of garbage, ~~and~~ trash, and yard trash, removed and disposed of by the collector holding a contract or franchise agreement with the town, and for such service shall pay the collector such fees and charges as are agreed upon by the terms of the franchise agreement. Fees and charges for garbage, ~~and~~ trash, and yard trash, collection shall be chargeable on newly constructed residential units immediately upon occupancy or whenever the first garbage, ~~and~~ trash, or yard trash, collection is made by the contractor, whichever shall occur first;

**SECTION 8. Severability Clause/Interpretation.**

(a) 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.

(b) That in interpreting this Ordinance, underlined words indicate

336 additions to existing text, and ~~stricken through~~ words include deletions from existing  
337 text. Asterisks (\* \* \*) indicate a deletion from the Ordinance of text, which exists in the  
338 Code of Ordinances. It is intended that the text in the Code of Ordinances denoted by  
339 the asterisks and not set forth in this Ordinance shall remain unchanged from the  
340 language existing prior to adoption of this Ordinance.

341  
342 SECTION 9. Effective Date. This Ordinance shall become effective upon adoption  
343 of this Ordinance.

344  
345 PASSED by the Town Council of the Town of Indialantic on first reading on the  
346 14th day of February, 2024, and ADOPTED by the Town Council of the Town of  
347 Indialantic, Florida on final reading on the 10th day of April, 2024.

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349 TOWN OF INDIALANTIC

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353 \_\_\_\_\_  
354 Mark McDermott  
355 Mayor

356 ATTEST: \_\_\_\_\_  
357 Mollie Carr, Town Clerk

**SUBJECT: Capital Improvement Plan**

**Staff Report – Town of Indialantic**

**Meeting Date: April 10, 2024**

**Summary:**

The Capital Improvement Plan is needed for the Town Planner to update the comprehensive plan for the state. Attached is the Capital Improvement Plan to include information requested by the Council.

**Recommendation:**

Approve the Capital Improvement Plan to be sent to the Town Planner so he can bring the updated comprehensive plan to Council for Approval

**MOTION: Approve the Capital Improvement Plan to be sent to the Town Planner so he can bring the updated comprehensive plan back to Council for Approval**

Submitted by:

Approved for agenda:

  
\_\_\_\_\_  
Mollie Carr  
Town Clerk

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



## CAPITAL IMPROVEMENT PLAN (CIP)

The CIP consists of projects funded from a combination of Town general fund, Town enterprise funds and other (grants, state, federal, other) sources over the next 5 years (2024 through 2029). The below list is an outline of the projects planned during this project, but the attachment has further details. Only projects that equal or exceed \$5,000 are considered capital items.

### Projects fall into the following categories:

1. Park Improvements
2. Street Improvements
  - a. This includes milling, paving streets and curbing along the streets.
  - b. The public works director will grade the streets annually with a score rating from 1 to 3. A grade of 3 will be given the priority to be repaved.
  - c. Current assessment as of the CIP included in the Street Improvements Appendix for reference.
3. Drainage Improvements
  - a. This includes storm water management consisting of drainage, pipes, retention, boxes, and outfalls.
  - b. Continue to examine ways to improve stormwater water quality being released into the Indian River Lagoon.
  - c. Working on getting a updated and accurate H&H study to help make informed decisions and help make informed decisions in the 25 FY and 26 FY.

### Parks in Indialantic

- Dewey Park – no capital improvements planned, only regular maintenance.
- Ernest-Kouwen-Hoven Park – no capital improvements planned, only regular maintenance.
- Gus Carey Park – no capital improvements planned, only regular maintenance.
- Indialantic Ocean Beach – no capital improvements planned, only regular maintenance.
- Indian River Park – pier repairs and adding of a kayak launch in FY 25 that requires additional funding source (grant, state, other) see attachment for additional information.
- Lily Park – no capital improvements planned, only regular maintenance.
- Nance Park – multiple projects from FY 24 to FY 28 planned to include funding from Enterprise funds and grants, details in attachment.
  - Nance Park Bathroom house update and repair or replace bathroom structure.
  - Nance Park Pavilion, update to look like smaller pavilion.
  - Nance Crossover, replace and update as condition of materials is deteriorating.

- Nance Park Decking, replace and update as condition of materials is deteriorating.
- Orlando Park – replace aged equipment and add some new features based upon annual assessment and court resurfacing FY 25
- Sea Park – Demolition existing decking and support poles and replace with all new structurer FY 24
- Sunrise Park – Demolition existing decking and support poles and replace with all new structurer FY 24
- Tradewinds Park – no capital improvements planned, only regular maintenance.
- Vincent Benevente Sunset Park – no capital improvements planned, only regular maintenance.
- Wavecrest Park – multiple projects from FY 24 to FY 28 planned to include funding from Enterprise funds and grants, details in attachment.
  - Wavecrest sidewalk
  - Wavecrest Demolition existing decking and support poles and replace with all new structurers.
  - Wavecrest decking, replace and update as condition of materials is deteriorating.
  - Wavecrest Extended Park – no capital improvements planned, only regular maintenance.
- Douglas Park – no capital improvements planned, only regular maintenance.
- Indialantic Ocean Beach Park – multiple projects from FY 24 to FY 28 to include funding from Enterprise funds and grants, details in attachment.

### **Drainage Improvements**

- 400 Blk Oakland replace undersized pipes to help improve stormwater flow in FY 24, details in attachment.
- Ramona 6th to 7th repair pipe with CIPP for pipe integrity in FY 24, details in attachment
- 607 S. Riverside Drive repair pipe with CIPP for pipe integrity FY 24, details in attachment
- Miami 300 Blk replace pipes that have deteriorated FY 25, details in attachment.
- Watson 500 Blk no pipes exist in area to add pipes due to stormwater complaints, in FY 25, details in attachment.

### **Streets Improvements**

- Fifth Ave. median to replace plants as approved by FDOT with partial grant from FDOT FY 24
- South Riverside Dr. mill and repave the street FY 24
- 200 & 300 blk of 6<sup>th</sup> Ave mill and repave street FY 24
- South Shannon Melbourne Ave to 5<sup>th</sup> Ave mill and repave street FY 25
- Watson Shannon Ave to Miramar mill and repave street FY 25
- 100 blk of Wayne Ave mill and repave street FY 25
- 4<sup>th</sup> Ave 400 blk mill and repave street FY 26
- South Ramona from Miami Ave. to 5<sup>th</sup> Ave mill and repave street FY 27
- S. Palm Miami Ave to 5<sup>th</sup> Ave mill and repave street FY 28
- Orlando Blvd Miramar to Riverside Dr mill and repave street FY 29

\*Milling a road makes it suitable to lay new asphalt without making the height of the road increase. This also ensures the paving leaves the curbs, drainage, and other structures in the surrounding area alone. If the road currently has cracks, dings, or other signs of asphalt damage, those cracks and dings will eventually reappear. Known as reflective cracking – the top layer reflects what's going on down below. This means your new asphalt overlay will someday crack too.

## Five-Year Capital Improvement Plan FY 2024 to FY 2029

Project Name	Source	FY-24	FY-25	FY-26	FY-27	FY-28	FY-29	6 Year Total
<b>Drainage</b>								
400 Blk Oakland	General	\$140,000						\$140,000
Ramona 6th to 7th	General	\$60,000						\$60,000
607 S. Riverside	General	\$44,000						\$44,000
Miami 300 Blk	General		\$150,000					\$150,000
Watson 500 BLK	General		\$250,000					\$250,000
Stormwater	General	\$244,000	\$400,000					\$644,000
Goal of stormwater improvements is to bring up standards to restore and/or improve flow of stormwater system								
<b>Parks</b>								
Riverside Pier	General		\$150,000					\$150,000
Riverside Pier	FIND		\$100,000					
Orlando Park	FRDAP			\$112,000				\$112,000
Orlando Park	General			\$48,000				\$48,000
Parks								\$310,000
Goal of parks improvements is to replace or add new amenities for residents of Indialantic.								
<b>Streets</b>								
Fifth Ave. median	General	\$256,300						\$256,300
South Riverside Dr.	General	\$250,000						\$250,000
6th Ave 200 & 300 Blk	General	\$30,000						\$30,000
South Ramona Miami to 5th	General				\$150,000			\$150,000
South Shannon Melbourne Ave to 6th	General		\$140,000					\$140,000
5-Way Intersection of Watson Dr N. Palm A	General		\$13,000					\$13,000
Watson Shannon to Miramar	General		\$50,000					\$50,000
100 Blk Wayne	General		\$20,000					\$20,000
4th Ave. 400 Blk	General			\$60,000				\$60,000
S. Palm Miami to 5th Ave.	General					\$175,000		\$175,000
Orlando Blvd. Miriamar to Riverside	General						\$70,000	\$70,000
Resurfacing	General	\$536,300	\$223,000	\$60,000	\$150,000	\$175,000	\$70,000	\$1,214,300
Goal of paving is to remove old asphalt by milling to correct height to allow for proper height of pavement to curbing and driveways								

## Five-Year Capital Improvement Plan FY 2024 to FY 2029

### Enterprise

Nance Park Bathroom House	FRDAP		\$75,000						\$75,000
Nance Park Bathroom House	Enterprise		\$25,000						\$25,000
Nance Park Pavilion	Enterprise			\$70,000					\$70,000
Nance Crossover	Enterprise	\$55,000							\$55,000
Nance Park Decking	Enterprise				\$75,000				\$75,000
Wavecrest Sidewalk	Enterprise					\$48,000			\$48,000
Wavecrest remaining crossovers	Enterprise	\$7,500	\$15,000						\$15,000
Wavecrest Decking	Enterprise			\$50,000	\$50,000	\$50,000			\$150,000
Sea Parking crossover	Enterprise	\$7,500							\$7,500
Sunrise Crossover	Enterprise	\$7,500							\$7,500
Sunrise Ramp	Enterprise				\$5,000				\$5,000
Crossover #8	Enterprise	\$15,000							\$15,000
Enterprise	Enterprise	92,500	115,000	120,000	130,000	98,000	0		555,500

Goal of enterprise improvement is to replace or add new amenities for visitors and residents of Indialantic.

<b>Total</b>	<b>\$872,800</b>	<b>\$738,000</b>	<b>\$180,000</b>	<b>\$280,000</b>	<b>\$273,000</b>	<b>\$70,000</b>	<b>\$2,413,800</b>
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## CIPP Lining List

Location of line to be repair:	Length:	Height:	Width:	Pipe Size:	Pipe Type:	Reason for Lining:	Fiscal Year
607 S. Rivereside Drive to Pedway	205	30	30	30	ADS	Sinkhole behind CB @ 607 S. Riverside Drive	<b>FY 24</b>
S. Ramona Ave. Between 6th Ave.& 7th Ave.	162	12	23	18	CMP	Sinkhole at CB @ SE Corner of 6th Ave. S. Ramona Ave.	<b>FY 24</b>
Across S. Riverside Drive @ Orlando Blvd.	64	19	30	28.5	ERCP		<b>FY 24</b>

# North Street Measurements List

**PAVING KEY:**      **1 = GOOD SHAPE,**      **2 = OKAY,**      **3= BAD, NEEDS ATTENTION**

Although a street is classified as 3, doesn't mean that'll get paved right away, will do a scoring system to determine CIPP street paving.

Street Names	Paving Priority:	Length:	Width:	Paved On:
Grosse Pointe Avenue (Paved 200 & 300 Block of Grosse Pointe Avenue)	1	1134	10	12/5/2017
200 Block of Chalet Avenue	1	630	20	TBD
N. Shannon Avenue from Watson Drive to Grosse Pointe Avenue	1	1088	28	TBD
100 Block of Watson Drive	2	747	22	TBD
300 Block of Watson Drive	1	595	22	TBD
400 Block of Watson Drive	1	665	22	TBD
500 Block of Watson Drive	1	1040	22	TBD
500 Block of Genesee Avenue	1	747	19	TBD
5-Way Intersection of Watson Drive and N. Palm Avenue	3	122	60	TBD
100 Block of Wayne Avenue	3	383	20	TBD
200 Block of Wayne Avenue	1	667	20	TBD
300 Block of Wayne Avenue	1	648	20	TBD
400 Block of Wayne Avenue	1	881	20	TBD
Riverside Place South of Wayne Avenue West Side of Riverside Drive	1	263	26	TBD
100 Block of Michigan Avenue	1	40	38	12/5/2017
200 Block of Michigan Avenue	1	727	18	TBD
300 Block of Michigan Avenue	2	25	18	TBD
400 Block of Michigan Avenue	2	125	18	TBD
100 Block of 1st Avenue	1	736	19	TBD
200 Block of 1st Avenue	2	647	19	TBD
300 Block of 1st Avenue	3	676	19	TBD
400 Block of 1st Avenue	1	819	19	TBD
100 Block of 2nd Avenue	1	737	16	TBD
200 Block of 2nd Avenue	1	663	16	TBD
300 Block of 2nd Avenue	1	663	16	TBD
400 Block of 2nd Avenue	1	792	16	TBD
2nd Avenue (North of Eatsminister Church)	1	243	16	3/23/2021
100 Block of 3rd Avenue	2	741	17	TBD

200 Block of 3rd Avenue	1	660	17	TBD
300 Block of 3rd Avenue	1	653	17	TBD
400 Block of 3rd Avenue	1	771	17	TBD
100 Block of 4th Avenue	1	737	24	TBD
200 Block of 4th Avenue	1	658	24	TBD
300 Block of 4th Avenue	1	666	24	TBD
400 Block of 4th Avenue	2	739	24	TBD
N. Shannon Avenue from Watson to 5th Avenue	1	1780	27	TBD
N. Palm Avenue from Watson to 5th Avenue	1	1991	20	TBD
N. Ramona Avenue from Watson to 5th Avenue	1	2175	27	TBD
Riverside Place N. (West of Eastminister Church)	1	243	16	3/23/2021

# South Street Measurements List

**PAVING KEY:**      **1 = GOOD SHAPE,**      **2 = OKAY,**      **3= BAD, NEEDS ATTENTION**

Although a street is classified as 3, doesn't mean that'll get paved right away, will do a scoring system to determine CIPP street paving.

Street Names	Paving Priority:	Length:	Width:	Paved On:
100 Block of 6th Avenue	1	749	22	TBD
200 Block of 6th Avenue	3	650	22	TBD
300 Block of 6th Avenue	1	659	22	TBD
400 Block of 6th Avenue	1	702	22	TBD
100 Block of 7th Avenue	1	738	20	TBD
200 Block of 7th Avenue	1	661	20	TBD
300 Block of 7th Avenue	1	659	20	TBD
400 Block of 7th Avenue	1	739	20	TBD
100 Block of 8th Avenue	1	745	17	TBD
200 Block of 8th Avenue	1	654	17	TBD
300 Block of 8th Avenue	1	656	17	TBD
400 Block of 8th Avenue	1	777	17	TBD
100 Block of 9th Avenue	1	741	17	TBD
400 Block of 9th Avenue	3	621	17	TBD
Tradewinds Terrace	2	1104	27	TBD
200 Block of 9th Terrace	1	202	27	TBD
300 Block of 9th Terrace	1	716	27	TBD
100 Block of 10th Avenue	1	738	19	TBD
400 Block of 10th Avenue	1	661	19	TBD
300 Block of 10th Terrace	2	758	27	TBD
100 Block of 11th Avenue	1	738	17	TBD
400 Block of 11th Avenue	1	650	17	TBD
300 Block of Palm Court	1	508	26	TBD
100 Block of 12th Avenue	1	744	17	TBD
400 Block of 12th Avenue	1	641	17	TBD
200 Block of 12th Terrace	1	375	27	TBD
300 Block of 12th Terrace	1	713	27	TBD

100 Block of 13th Avenue	1	732	17	TBD
100 Block of 14th Avenue	1	741	17	TBD
100 Block of Melbourne Avenue	1	744	18	TBD
200 Block of Melbourne Avenue	1	686	18	TBD
300 Block of Melbourne Avenue	1	708	18	TBD
400 Block of Melbourne Avenue	2	704	18	TBD
500 Block of Melbourne Avenue	2	277	18	TBD
100 Block of Ormond Drive	2	738	17	TBD
200 Block of Ormond Drive	1	709	17	TBD
300 Block of Ormond Drive	1	750	17	TBD
400 Block of Ormond Drive	1	485	17	TBD
100 Block of Ocean Terrace	2	856	18	TBD
William Dewey Park East Roadway	1	111	22	TBD
100 Block of Orlando Blvd.	3	996	18	TBD
200 Block of Orlando Blvd.	1	727	18	TBD
300 Block of Orlando Blvd.	2	758	18	TBD
400 Block of Orlando Blvd.	2	429	18	TBD
500 Block of Orlando Blvd.	3	382	18	TBD
Indian River Park	1	211	18	TBD
100 Block of Cocoa Avenue	1	1040	18	TBD
200 Block of Cocoa Avenue	1	732	18	TBD
300 Block of Cocoa Avenue	1	755	18	TBD
100 Block of Tampa Avenue	1	1115	18	12/5/2017
200 Block of Tampa Avenue	1	759	18	TBD
300 Block of Tampa Avenue	2	757	18	TBD
400 Block of Palmetto Avenue	1	621	16	TBD
100 Block of Deland Avenue	1	1174	18	12/5/2017
200 Block of Deland Avenue	1	820	18	TBD
300 Block of Deland Avenue	2	779	18	TBD
100 Block of Miami Avenue	1	1198	19	TBD
200 Block of Miami Avenue	1	929	19	TBD
300 Block of Miami Avenue	1	891	19	TBD

400 Block of Miami Avenue	1	990	19	TBD
S. Shannon Avenue from Melbourne Beach to South of Orlando Blvd.	1	1419	20	TBD
S. Shannon Avenue from Orlando Blvd. to 5th Avenue	3	3336	20	TBD
S. Palm Avenue from Melbourne Beach to South of Melbourne Avenue	1	2053	18	TBD
S. Palm avenue from Melbourne Avenue to 5th Avenue	3	2490	18	TBD
S. Ramona Avenue from Melbourne Beach to 5th Avenue	2	4095	27	TBD
900 Block of Magnolia Drive	1	412	19	TBD
1100 Block of Magnolia Drive	1	1278	15	TBD
S. Riverside Drive from Melbourne Beach to 5th Avenue	3	4432	27	TBD
Riverside Place S.	1	199	19	TBD



# ENTERPRISE I

**PAVING KEY:**      **1 = GOOD SHAPE,**      **2 = OKAY,**      **3= BAD, NEEDS ATTENTION**

Although a street is classified as 3, doesn't mean that'll get paved right away, will do a scoring system to determine CIPP street paving.

Street Names	Paving Priority:	Length:	Width:	Paved On:
N. Miramar Avenue (Sunrise Park)	1	300	37	TBD
4th Avenue Bizzaros Pizza/Surfinista Café Parking Lot	3	229	65	TBD
Zero Block of 5th Avenue Westbound	1	204	25	TBD
Zero Block of 5th Avenue Eastbound	1	209	25	TBD
Zero Block of 8th Avenue	1	246	32	TBD
Zero Block of 11th Avenue	1	247	31	TBD
Zero Block of 14th Avenue	1	250	17	TBD
Wave Crest Avenue from zero Block of 4th Avenue to South of C. O. # 15 to Include Parking Areas	2	1981	60	TBD
Wave Crest Avenue from Extension to A1A	2	1349	19	TBD
Wave Crest Avenue Sidewalk from Access # 6 to Access # 8	3	193	7	TBD
Wave Crest Avenue Sidewalk from Access # 9 to South of C.O. # 15	3	1581	9	TBD
1501 A1A Sea Park	1	190	26	TBD
Sea Park Parking Area	1	72	17	TBD
Sea Park Sidewalk	1	129	6	TBD

## ENTERPRISE II

**PAVING KEY:**      **1 = GOOD SHAPE,**      **2 = OKAY,**      **3= BAD, NEEDS ATTENTION**

Although a street is classified as 3, doesn't mean that'll get paved right away, will do a scoring system to determine CIPP street paving.

Street Names		Paving Priority:	Length:	Width:
James Nance Park Wave Crest Avenue	1	906	25	TBD
James Nance Park Parking Handi-Cap Area South of Restrooms	1	39	17	TBD
James Nance Park Parking Handi-Cap Area North of Restrooms (East Side)	1	144	18	TBD
James Nance Park Parking Handi-Cap Area North of Restrooms (West Side)	1	152	18	TBD
James Nance Park RV Parking	1	45	26	TBD
James Nance Park Parking Area West of RV Parking North Side	1	117	18	TBD
James Nance Park Parking Area West of RV Parking South Side	1	68	18	TBD
James Nance Park West Side of Park North of Sidewalk (West Side)	1	109	18	TBD
James Nance Park West Side of Park North of Sidewalk (West Side)	1	58	18	TBD
James Nance Park West Side of Park South of Sidewalk (East Side)	1	138	18	TBD
James Nance Park West Side of Park South of Sidewalk (East Side)	1	90	18	TBD
James Nance Parking Next to Bizzaros Parking	1	112	18	TBD
James Nance Park Parking next to Pump House	1	48	18	TBD

## Paving List

Location of curbing to be replaced:	Length:	Width:	Total Sq. Ft. Area:	Square Yards:	Tonnage:	Cost:	Milling Cost:	Priority:
S. Riverside Drive from Melbourne Beach to 5th Avenue.	4650	28	130,200	14,466.67	1591.33	\$193,347	\$35,443	
6th Avenue 200 Block	582	20	11,640	1,293.33	142.27	\$17,285	\$3,169	
Radius 6th Avenue @ S. Palm Avenue (east side)	37	28	1,036	115.11	12.66	\$1,538	\$282	
Radius 6th Avenue @ S. Shannon Avenue (west side)	47	23	1,081	120.11	13.21	\$1,605	\$294	
6th Avenue 300 Block	605	20	12,100	1,344.44	147.89	\$17,969	\$3,294	
Radius 6th Avenue @ S. Palm Avenue (west side)	37	28	1,036	115.11	12.66	\$1,538	\$282	
Radius 6th Avenue @ S. Ramona Avenue (east side)	47	23	1,081	120.11	13.21	\$1,605	\$294	
Orlando Blvd. 400 Block	675	18	12,150	1,350.00	148.50	\$18,043	\$3,308	
Radius Orlando Blvd. @ S. Ramona Avenue (east side)	46	30	1,380	153.33	16.87	\$2,049	\$376	
Orlando Blvd. 500 Block	723	20	14,460	1,606.67	176.73	\$21,473	\$3,936	
Radius Orlando Blvd. @ S. Riverside Drive (east side)	46	23	1,058	117.56	12.93	\$1,571	\$288	
Radius Orlando Blvd. @ S. Ramona Avenue (west side)	46	35	1,610	178.89	19.68	\$2,391	\$438	
Wayne Avenue 100 Block	280	20	5,600	622.22	68.44	\$8,316	\$1,524	
Radius Wayne Avenue @ Watson Drive (south side)	53	23	1,219	135.44	14.90	\$1,810	\$332	
Radius Wayne Avenue @ N. Shannon Avenue (east side)	40	38	1,520	168.89	18.58	\$2,257	\$414	
Watson Drive from N. Shannon Avenue to A1A	710	20	14,200	1,577.78	173.56	\$21,087	\$3,866	
Radius Watson Drive @ N. Shannon Avenue (east side)	25	20	500	55.56	6.11	\$743	\$136	
5 Way Intersection of Palm Avenue and Watson Drive	125	55	6,875	763.89	84.03	\$10,209	\$1,872	
S. Shannon Avenue from Melbourne Avenue to 5th Avenue	2300	28	64,400	7,155.56	787.11	\$95,634	\$17,531	
Michigan Avenue 300 Block.	631	18	11,358	1,262.00	138.82	\$16,867	\$3,092	
Radius Michigan Avenue @ N. Palm Avenue (west side)	49	24	1,176	130.67	14.37	\$1,746	\$320	
Radius Michigan Avenue @ N. Ramona Avenue (east side)	44	28	1,232	136.89	15.06	\$1,830	\$335	
Michigan Avenue 400 Block.	770	18	13,860	1,540.00	169.40	\$20,582	\$3,773	
Radius Michigan Avenue @ N. Riverside Drive (east side)	49	24	1,176	130.67	14.37	\$1,746	\$320	
Radius Michigan Avenue @ N. Ramona Avenue (west side)	44	28	1,232	136.89	15.06	\$1,830	\$335	
Miami Avenue Area Intersection	145	45	6,525	725.00	79.75	\$9,690	\$1,776	
			319,705	35,523	3,908	\$474,762	\$87,031	
					<b>Tonnage of Asphalt:</b>	3,908		
					<b>Add 10%</b>	391		
					<b>Total Asphalt</b>	4,298	\$522,238	
					<b>Total Asphalt Cost</b>		\$522,238	

## Concrete Curbing Replacement

Location of curbing to be replaced:	Length:	Width:	Total Sq. Ft. Area:	FY Year:
650 S. Riverside Drive	8	2	16	FY 24
800 S. Riverside Drive	14	2	28	FY 24
914 S. Riverside Drive	19	2	38	FY 24
1000 S. Riverside Drive Driveway Entrance	14	2	28	FY 24
1100 S. Riverside Drive (Indian River Park Entrance)	24	4	96	FY 24
Between 1202 & 1204 S. Riverside Drive	4	2	8	FY 24
1204 S. Riverside Drive Driveway	8	2	16	FY 24
Between 1302 to 1314 S. Riverside Drive	207	2	414	FY 24
1316 S. Riverside Drive	15	2	30	FY 24
1320 S. Riverside Drive	8	2	16	FY 24
1400 S. Riverside Drive Catch Basin Top	8	8	64	FY 24
1400 S. Riverside Drive Curb Next to Catch Basin Top	2	2	4	FY 24
1301 S. Riverside Drive SE Corner of Palmetto Avenue	8	2	16	FY 24
609 S. Riverside Drive	11	2	22	FY 24
Across 8th Avenue @ S. Riverside Drive	32	4	128	FY 24
NE Corner of 8th Avenue and S. Riverside Drive	32	2	64	FY 24
<b>Total</b>	<b>414</b>	<b>42</b>	<b>988</b>	
	<b>Total Cubic Yards</b>		<b>18</b>	

**SUBJECT: Initiatives of interest from the March meeting**

**Town Council Report – Town of Indialantic, Councilmember Strand**  
**Meeting Date: April 10, 2024**

**Summary:**

Thanks again to the council for providing input on a range of topics in the last meeting. I found it helpful to rank topics from high interest to low interest. This bubbles to the top things that the council **may** desire to act upon.

In the April meeting, I'd like to know if you thought this exercise was helpful. Should we do this again every now and then? Or, do you have a better way?

The three items that bubbled to the top:

- 1. Direct implementation of a computerized maintenance management system (CMMS) for the major town assets
- 2. Create a multi-municipality exercise path (bike, running, skateboard, scooter) on public streets
- 3. Explore additional wellness check services for our older or at-need residents

Do these topics still interest us? If yes, which ones?

Does a council member want to champion one of these items and work alongside the Town Manager to advance that idea?

By identifying topics and raising them in the council packet, there is an added benefit of potential input from residents. Plus, it increases transparency. Granted, these are ideas and not concrete proposals, so the council is exploring the ideas at a public meeting.

Thank you for your consideration.

**Recommendation:**

Councilmember Strand recommends this item be discussed.

MOTION:  <b>None</b>
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Digitally submitted by:  
Councilmember Strand

Approved for agenda:  
  
*Michael Casey*  
\_\_\_\_\_  
Michael L. Casey  
Town Manager

**SUBJECT: Update from Councilmember Miller on code review**

**Town Council Report – Town of Indialantic, Councilmember Strand**  
**Meeting Date: April 10, 2024**

**Summary:**

I remain excited that Council Member Brett Miller is championing the identification and improvement of code/ordinance updates based on input from staff, council, boards and residents. The recent issue with permitted and prohibited uses in the tourist zone highlight the timeliness of Brett's broad initiative.

Currently, I see 10 suggested items in the "Town Council Code Audit" file shared on OneDrive.

Because discussion between council members happens in public meetings on items we may vote upon, if Brett is willing, I'd like to hear his update.

A few questions come to mind:

- Is Brett getting all the input he seeks? If not, how may we support getting such input?
- Has he received adequate input from Jim LaRue, the contracted Town Planner? (A good person to contribute ideas.)
- Has he received adequate input from Paul Gougelman, the Town Attorney? (A good person to contribute ideas.)
- What is his plan and timeline for moving from the "collecting input phase" into the next phase?
- How else may we support this initiative?

My intent is to not press Council Member Miller for an update. He is the champion of this initiative and, therefore, he sets the timing and milestones.

I support what Brett and staff is doing to advance this effort because I think this effort has potential near-term and long-term benefits to residents, local business owners, property owners, developers and staff (who are called to interpret and enforce the rules).

Thank you for your consideration.



**Recommendation:**

Councilmember Strand recommends this item be discussed.

MOTION:

**None**

Digitally submitted by:  
Councilmember Strand

Approved for agenda:

  
Michael L. Casey  
Town Manager

## Agenda Item E-1

**SUBJECT: Discuss Special Event Application Fee**

**Staff Report – Town of Indialantic**

**Meeting Date: April 10, 2024**

### **Summary:**

The Town currently does not charge an application fee to process and approve Special Events. Special Event applications often require an extensive amount of staff time to process. The Town currently has approximately eight reoccurring Special Events that are not hosted by the Town of Indialantic. It is a common practice to charge for processing Special Event applications, below are a list of the fees from surrounding municipalities:

- Melbourne Beach- \$75.00 (currently only allowing reoccurring Special Events)
- Satellite Beach- \$150.00 Event (application to have fee waived for certain criteria)  
\$25.00 Private Property
- Melbourne- \$25.00 Block Party  
\$50.00 Business Promotion  
\$150.00 Event 1000 or less attendees  
\$300.00 Event 1001 or more attendees  
(all applicants pay fee regardless of profit status, non-refundable once routed to staff)
- Indian Harbour Beach- \$75.00 plus \$25 each additional day (less than 75 people)  
\$150.00 plus \$50 each additional Day (75 or more people)

### **Recommendation:**

Recommend Attorney Gougelman update the Ordinance Sec. 8-7 Special Event to include a Special Event application fee.

MOTION:

**Recommend Attorney Gougelman update Ordinance Sec. 8-7 Special Events to include a Special Event application fee.**

Submitted by:

Approved for agenda:

Mollie Carr  
Mollie Carr  
Town Clerk

Michael Casey  
Michael L. Casey  
Town Manager

**SUBJECT: Explain the determination that outdoor restaurants are allowed in the town's tourist zone**

**Town Council Report – Town of Indialantic, Councilmember Strand**  
**Meeting Date: April 10, 2024**

**Summary:**

In The Town Manager's 3/19/204 memo "Re: Bleu Beach Resort Update", there was an allowable use determined by town staff, "On the matter of outdoor restaurants are not prohibited from within the tourist zone and the building official has determined they [Bleu Beach Resort] are not in violation on that matter. Outdoor restaurants are prohibited in the commercial zones."

In the memo, the facts / reasoning for the determination were not given. Given concerns raised by several residents over several months, would the council like a better explanation of the facts behind staff's determination?

Being forthright demonstrates transparency and allows residents to understand staff's reasoning behind this conclusion. Such action may enhance discussion to find an amicable outcome given that the code may be unclear on the permitted and prohibited uses related to "outdoor restaurants" and "outdoor cafes" and what counts as an "indoor restaurant". See section 113-337. T Tourist Districts  
[https://library.municode.com/fl/indialantic/codes/code\\_of\\_ordinances?nodeId=SPBLADECO\\_CH113ZO\\_ARTVIDIRE\\_S113-337TTODI](https://library.municode.com/fl/indialantic/codes/code_of_ordinances?nodeId=SPBLADECO_CH113ZO_ARTVIDIRE_S113-337TTODI)

Notes:  
- Section 113-337 does not list any conditional uses -- only permitted and prohibited uses.  
- A search of Indialantic Ordinances for "outdoor restaurants" returns zero results. There are results for "outdoor cafes" per section 113-4 and 113-249. There are results for "open-air restaurants" in section 113-4.

**Recommendation:**

Councilmember Strand recommends this item be discussed.

MOTION:  <b>None</b>
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Digitally submitted by:  
Councilmember Strand

Approved for agenda:  
  
\_\_\_\_\_  
Michael L. Casey  
Town Manager

# TOWN MANAGER'S REPORT

March 13, 2024

## 1. Intergovernmental Activity:

- a. **US-192/SR-500 Resurfacing:** FDOT is proposing to resurface US-192/SR-500 (aka Fifth Avenue) from the easternmost relief bridge to SR-A1A in FY-22. (04/16/18) FDOT has agreed to analyze the mid-block crossings and determine if Rectangular Rapid Flashing Beacons (RRFBs) are warranted. (06/18/18) FDOT has determined that pedestrian counts indicate that Rapid Rectangular Flashing Beacons (RRFBs) are not warranted at the Fifth Avenue mid-block pedestrian crossings. However, FDOT did recommend improving the lighting and signage at these locations which will be factored into the resurfacing project that should commence in FY-22. (04/16/19) FDOT has determined that pedestrian activated crossing signals are not warranted for mid-block crossings on Fifth Avenue at this time. (05/08/19) Resurfacing scheduled for FDOT fiscal year 2023, scheduled for 11/22 (2/3/20) FDOT notified of input meetings coming up soon.(11/4/20) FDOT sent notification of changes for crossings during repaving, adding now midblock RRFBs crossings in updated plans. Changes to crossing at Palm for school crossing (2/2/21) Had meeting with FDOT 2/24/21 was advised start date after July 2022 for the state 2023 fiscal year (3/3/21) FDOT updated information on midblock crossings and design (7/6/21) FDOT to give presentation at December Council meeting (11/2/21) FDOT hosting meeting 2/22/22 virtually and in person Eau Gallie Shriners (2/2/22) FDOT is now placing traffic light at Palm Ave. & US-192, raised crosswalks and lowering speed limit to 30 MPH, project late summer to fall time to begin (3/2/22) FDOT to May Council meeting give presentation.(3/29/22) After May meeting council desires to not have traffic light at median, meeting set with FDOT 5/27/2022 to discuss updates (5/27/22) Resolution red flashing light 5<sup>th</sup> & Palm (6/6/22) Waiting for updated plans (7/11/22) Scheduled resurfacing to being 2/6/23 (11/1/22) FDOT message sign stating construction begins 2/8/2023 on causeway (1/31/23) Work has begun as of 2/23/23 (3/1/23) Work continues with on the installation of power for lights (4/6/23) Construction continues mast arms installed at Palm Ave for modified HAWK system (5/3/23) The installation of sidewalks and curbing continue to make project ADA complaint with new standards. Waiting for update from FDOT on project completion estimate (7/3/23) Expect completion fall of 2023 (8/2/23) FDOT advised project completion is the end of November (11/2/23) 200 Blk had installed speed table with bad results and removed, meetings with FDOT and looking at options. FDOT presentation at the December Council meeting (11/30/23) Waiting on Resolution at January Council Meeting (12/29/23) Resolution given to FDOT and they have given updated plans (2/1/24) FDOT says 5 months to completion new estimate is 7/24, RFB light is now active at Palm Ave. crossing (4/1/24)
- b. **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

# TOWN MANAGER'S REPORT

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) During meeting 2/24/21 told they are being done during resurfacing in 22/23 FDOT fiscal year (3/3/21) FDOT is now placing traffic light at Palm Ave. & US-192, raised crosswalks and lowering speed limit to 30 MPH, project late summer to fall time to begin (3/2/22) After May meeting council desires to not have traffic light at median, meeting set with FDOT 5/27/2022 to discuss updates (5/27/22) Hybrid crossing at Palm/Fifth waiting updated plans(8/3/22) All mid block crossing have RRFB and flashing lights in roadway, Palm Ave crossing is Hybrid construction begins 2/8/23 (1/31/23) Mast arms installed at Palm Ave. for hybrid light (5/3/23) 200 Blk had installed speed table with bad results and removed, meetings with FDOT and looking at options. FDOT presentation at the December Council meeting (11/30/23) RFB crossing at Palm Ave. is active (4/1/24)

- c. **Pedestrian Crossing SRA1A:** FDOT adding crossing just north of Watson expected spring of 2022. Also all crossing getting flashing lights in street from US192 to Pineda in future (12/6/21) Have begun from Pineda working south installing lights the end of February and in Satellite Beach this week (3/2/22)Progressing south prep work began (3/29/22) Finished upgrading in road lights flashing and all crosswalks, FDOT will be installing new signage post in middle of roadway in next few weeks (5/27/22) Finished all upgrades waiting for Watson & Miramar (7/14/22) Waiting for update on Watson crossing but also waiting on council decision on 11<sup>th</sup> Ave crossing (1/31/23) Submitted request to FDOT for crossing at 11<sup>th</sup> (3/1/23) FDOT has public meeting scheduled 11/30 for update placement and design for Watson crossing (11/30/23) Meeting went good positive feedback (12/29/23)
- d. **FDOT Repaving S. SRA1A from US192:** Repaving from US192 to Oak St. in fiscal year 2026 (5/4/22)

## 2. **Fiscal Activity:**

- 1. **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 coonties 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

# TOWN MANAGER'S REPORT

state approved first pass. Working with Ryan on Bid documents (8/1/19) Received initial Project Schedule, Landscape Plans, ITB and Opinion of Project Costs from Susan Halls office for initial submission to DOT for review and I submitted them to FDOT for first review 8/20/19. Heard from DOT Dawn Latchum assigned project number is **442883-2-58-01** for submission (8/21/19). Received comments from FDOT and Susan Hall Landscaping Architecture, Inc is reviewing comments (9/30/19) Spoke with Ryan and his is looking into if lighting can be used (10/28/19) Ryan responded to comments from FDOT on median plans (11/1/19). FDOT wants meeting with landscape architect and town (11/15/19). Meeting wet with FDOT and Susan Hall on 1/28/20 at 2 PM FDOT Deland (11/25/19) Attending meeting and project is still moving forward. Nothing can be done until after repaving is done. Project funded in FDOT 2023 fiscal year earliest project could happen in 8/22 (2/3/20) Ryan recently responded to comments from FDOT (8/4/20) FDOT holding virtual meetings for planning (12/3/20) Updated Susan Hall on new plans for midblock crossings RRFBs (2/2/21) Repaving now scheduled for 22/23 fiscal year (3/1/21) Spoke with Susan Hall gave update on paving project, she advised the final plans are due in June based upon schedule. She has some concerns about current availability and disease issues with vegetation chosen along with a council member question about trees. She would like to schedule speaking at the April Council meeting (3/2/22) FDOT to May meeting do to date change (3/15/22) Meeting with Susan Hall & Kemp on 3/24/22 (3/22/22) Had meeting with Susan Hall and she is updating plans and giving presentation to May Council meeting (3/28/22) Meeting with Susan Hall 4/27 and needs to meeting with SG, emailed presentation for May council meeting (4/25/22) After May meeting council wanted to go to Parks and Rec where Susan Hall gave presentation, Parks and Recreation Committee voted to use the Royal Palm, Ilex Stokes Dwarf, Spider Lily and for ground cover the Asiatic Jasmine, this will be on the June council agenda for final approval (5/27/22) On Council agenda 6/8/22 (6/6/22) Susan waiting on updated plans (7/11/22) Got plans from Susan Hall forwarded to FDOT & received back email from FDOT under review (8/22/22) Received questions to FDOT Susan Hall will answer (9/6/22) Working on answers for FDOT grant (9/26/22) Submitted response to Susan Hall for FDOT response (10/6/22) FDOT rejected Royal Palm, Susan Hall to present at the 11/9/22 council meeting options (11/1/22) Submitted final plans to FDOT with updated trees waiting for answer (12/5/22) Responded to FDOT questions and resubmitted (12/27/22) FDOT sent back for correction (1/3/23) Submitted response to FDOT 1/9/23 and requested JPA for the February Council meeting (1/9/23) Dates needed to be updated per FDOT and resubmitted for JPA at special council meeting 2/16//2023 5:30 PM (1/30/23) Council wanted to not remove current palms been working with FDOT and Susan Hall. Received update paperwork for keeping current palms



# TOWN MANAGER'S REPORT

and submitted letter a variation request to keep palms. Can take up to 30 days to get answer, Susan Hall at March Council meeting (3/1/23) Resubmitted new information at request of FDOT after several emails and a conference call, found out only have to have JPA by end of June 2023 (4/6/23) JPA submitted and returned but heard back on variance for palm trees and they want changes (5/3/23) Sent new responses to FDOT on variance request (6/3/23) FDOT approved variance request & I have follow up meeting with Susan Hall to get timeline and bidding (7/24/23) Susan Hall to present at August Council meeting (8/1/23) Sent final timeline and package to FDOT, bid advertising is 9/7/23, pre bid meeting 9/21/23, bid opening 10/19/23 (8/31/23) Had virtual meeting with Susan Hall & FDOT and resubmitted paperwork to FDOT with changes requested by FDOT, waiting on notice to commence from FDOT (10/2/23) FDOT sent back some changes and expect the be reviewed by end of November with latest request pushed advertising for bids (11/2/23) FDOT requested changes to submission and resubmitted (11/29/23) FDOT is expecting to get approval in next few weeks, resubmitted updated plans and time table to FDOT (1/2/24) FDOT requested updated paperwork which has been supplied and waiting on NTC (2/1/24) Submitted more information to FDOT waiting on response (3/6/24)

## 3. **Organizational Activity:**

- a. **Swale:** Public works installing swale in at 405 Orlando Blvd.(9/30/20) Environmental task force reviewing swale ordinance to make changes, native plant portion separated at going to P&Z December meeting (12/3/20) Native plant and swale ordinance separated plant ordinance before council (2/2/21) Environmental task force working on (6/3/21) Public works installed swale 400 block Melbourne Ave. (8/3/21) EATF is working on swale ordinance again. EATF still working on updating ordinance (9/30/21) EATF still working on swale ordinance, public works installed swale at 211 Eighth (11/2/21) Stability Committee sample swale Orlando & Ramona (2/2/22) Sustainability Committee working on issues (3/29/22) Public works will be installing swale on N. Shannon in front of the Chalets to resolve standing water issue in the next few weeks (5/27/22) Public works installed swale Ormond & Ramona as requested by Sustainability Board (8/3/22) Swale installed in front of Chalet and has resolved issue. Wavecrest by Casuarina Club complaint of water standing, worked with HOA and public works will install a swale agreed by HOA (9/7/22) Locates complete public works will install January 2023 (1/3/23) Project is under construction at this time (1/31/23) Project complete and has eliminated standing water in roadway (3/1/23) Swale installed at 4<sup>th</sup> Ave & S. Riverside (1/2/24)
- b. **Riverside Pier** met with town engineer about the condition of pier. Pier was built in 2001 at a cost of \$141,700. Some boards on the decking have been replaced over years to repair but majority is original. Decking is in need of replacement. Working with town engineer with options and approximate cost

## TOWN MANAGER'S REPORT

of these repairs. Also looking at the possibility of adding a kayak launch from pier. (10/5/21) First estimate to repair decking only \$120,000 (11/2/21) Placing money into reserves for FY 24 \$125,000 (7/14/22) Moving project to FY 25 for more funding of project (7/3/23)

- c. accident waiting on engineer expectation of cost. Money from insurance received from both crashes and town engineer working on getting quotes to award contract (2/2/22) Engineer is finalizing design to include guardrail and planters to protect area from further damage (3/29/22) Met with SG and he is making intersection crossing ADA compliant, also sent sample of planter (4/7/22) Gave SG the approval on design and he is getting quotes and bids, public works going to build planters (4/25/22) Joe has ordered planters supplies, SG is waiting on contractor to finalize prices so we can enter into contract, issues with the difficulty in getting cement also is one of the issues (5/27/22) SG working on getting bids for work and timeline (6/21/22) Sent email to SG today looking for update (7/11/22) Repairs approved by council at July meeting at work has begun (8/3/22) Concrete work expected 2<sup>nd</sup> week of September (9/7/22) Work finished on roadway and awaiting install of guardrails and replace rotted piling (10/6/22) Boardwalk back open, guardrail and planters waiting install for pipe repair (11/1/22) Temporarily installed jersey barriers to project boardwalk (1/3/23) Waiting on council approval for pipe repairs so permanent protection and planters installed (1/31/23) After Council moving pipes was decided and BSE is redesigning and getting cost estimates (3/1/23) Estimate received waiting on Mayor to see if any state funding is available (4/6/23) Awaiting meeting setup with SG, JG and planner (5/3/23) Met with SG and urban planner on 5/30/23 and waiting on follow up meeting (5/12/23) Met with urban planner mid-June and stated it would be about 90 days until he gets back with us on some information (7/3/23) Signed agreement with planner (7/19/23) Mayor and I met with urban planner is said it would take about four weeks until he completes conceptual plan and he will be speaking with individual councilmembers before giving presentation to council (8/1/23) Urban planner waiting on survey information so he can upload into CAD to create plans (11/2/23)
- d. Council approved ordering new firetruck, \$400,000 from already reserved money and \$181,426.09 from ARAP funds truck ordered in April expect 22 to 24 month delivery by Chief Flamm (5/27/22) Chief Flamm and Captain Burnett scheduled preconstruction meeting with Sutphen Fire Truck (9/7/22) Fire Chief advised after preconstruction meeting deliver date expected April 2024 (10/6/22) New date expected now in November 2024 (1/2/24)
- e. Hurricane Ian damages and issues, 1400 block Miami road damage, Riverside & Orlando partial collapse, 400 block Oakland pipe issues, 400 block of Genesse, 500 block Watson, Debris pickup interlocal agreement with county put into action (10/4/22) working on FEMA estimates for county (10/6/22) All Debris material picked up and back to normal services with Waste

## TOWN MANAGER'S REPORT

Management (11/1/22) Working with FEMA and have follow up meetings scheduled (1/3/23) Meeting with BSE needed to discuss options (1/3/23) Meeting with BSE and camera pipe damages and BSE working up numbers for repairs for outfall by need info by 2/1 scheduled for 1/26 or 1/27 (1/23/23) BSE sent updated cost to repair for areas, report from inspection coming (1/30/23) Met with FEMA rep today and gave updated cost and they are submitting numbers from damage (1/31/23) Several meetings with FEMA this past month to include site inspections, paperwork completed and returned to FEMA for the two sites and we are waiting on response from FEMA. Also received bill for our portion of the debris pickup from Brevard County \$5,436.30 (3/1/23) Update information on Orlando repairs waiting on from SG price estimates (4/6/23) Information received and all submitted to FEMA (5/3/23) Waiting on approval from FEMA (5/30/23) Mollie had meeting with FEMA (7/19/23) Mollie submitted signed paperwork to FEMA (7/24/23) Waiting on updated plans from BSE for submittal to FEMA (11/2/23) town clerk submitted updated paperwork to FEMA per their request (2/1/24) FEMA granted extension on project (3/6/24) Agreement approved and signed with contractors for work to begin (4/1/24)

- f. Spoke with Jim LaRue as the five year CPI is due in FY 24, will be working on it together in the next few months (8/31/23) Been in contact with Jim LaRue several times the past week working on getting more information (1/3/24) Waiting on approval for information to be sent to Jim LaRue (4/1/24)

## Current Project List Updates April

- Repaving of 5<sup>th</sup> Ave.: FDOT advised they are having issues with the contractor's timeline and expect the project to be completed in five months. The estimate July 2024 now as completion date.
- Paving S. Riverside Dr.: Waiting for repairs of storm boxes, curbing, and stormwater pipe repairs at Orlando Blvd. Town engineer has sent letters to three companies with county contracts to get prices based upon those contracts and the scope of work.
- S. Riverside catch basins repairs: Council approved waiting on contractor to begin work.
- S. Riverside curbing: Council approved contractor to start work mid-April.
- S. Riverside/Orlando pipe: This project will slip line the current pipe and repair the roadway base above the pipe. Slip lining to take place in the second week of April.
- Median: FDOT has requested some paperwork be resubmitted. We are waiting for the town engineer to supply updated paperwork to resubmit to FDOT.
- Storm pipe outfall at 1304 S. Riverside: This was damaged in Hurricane Ian and been working with FEMA on getting approval. FEMA has finally issued approval of the project to partially cover the cost of repair. The Council approved and purchased order issued, waiting on contractor to begin work.
- Stormwater issues in 400 Block of Genesee and 500 Block of Watson: No pipes are currently located in that section. The town engineer is working on plans to install new stormwater pipes to improve drainage. Based upon the number of underground conflicts, town engineers are evaluating the best way to install updated storm pipes.
- Stormwater issues in 400 block of Oakland: Project has been designed and we will be going out to bid soon.
- Beach Crossovers: Sunrise Park and Crossover #8 are completed and reopened. Sea Park has been demolished after Sunrise Park is completed and being rebuilt when public works has the staffing, should be completed by mid-April.
- Council Chambers AV: Work is being completed in the first week of April and will be completed prior to the April Council meeting.
- Phone system: Installation completed and went live on March 25, 2024.

## INVOICE REGISTER FOR TOWN OF INDIALANTIC

POST DATES 03/01/2024 - 03/31/2024

POSTED PAID

BANK ACCOUNTS: GEN, ENT

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00002523	Florida Municipal Ins Trust	03/01/2024		88,301.25	0.00	Paid	Y
00002524	Florida Municipal Ins Trust	03/01/2024		5,025.00	0.00	Paid	Y
00002546	FPL	02/26/2024		5,419.90	0.00	Paid	Y
00002574	WEISS SEROTA HELFMAN P.L.	03/11/2024		5,065.41	0.00	Paid	Y
00002575	SHORELINE MARINE CONTRACTORS	03/04/2024		8,690.00	0.00	Paid	Y
00002611	MISSION SQUARE RETIREMENT	03/19/2024		6,262.00	0.00	Paid	Y
00002615	Brevard County Emergency Mgmt	03/15/2024		11,781.00	0.00	Paid	Y
00002642	BREVARD COUNTY FIRE RESCUE	03/20/2024		8,965.96	0.00	Paid	Y
00002655	Florida Municipal Ins Trust	03/21/2024		33,309.73	0.00	Paid	Y

# Council Member Loren Strand's Report for April 2024

<b>Provided Answers on Low-speed Vehicle Inspections and Town Parking Spaces</b>	<b>1</b>
<b>Researched Computerized Maintenance Management System (CMMS) Solutions</b>	<b>2</b>
<b>Reviewed Timing to Seek a State Appropriation</b>	<b>2</b>
<b>Exploring Options for the Boardwalk</b>	<b>3</b>
<b>Closing</b>	<b>4</b>

## Provided Answers on Low-speed Vehicle Inspections and Town Parking Spaces

A resident asked a series of questions about why low speed vehicles (golf carts with safety features) are allowed to park in some spots of town-owned locations "for free". I contacted Indialantic Police Department staff to understand how they address low speed vehicles. Vehicles that **do not** have a Florida license plate may be inspected for \$150 for the first time and issued an IPD sticker. There is a \$50 annual renewal.

So, these vehicle owners pay an annual fee to be able to park in the "free" spaces -- even if they do not purchase an Indialantic parking permit.

Owners of vehicles licensed by the State may purchase an annual parking permit from town hall for \$40.00 (the 2024 price). This includes low speed vehicles that have been inspected by the State and issued a tag. Town Hall staff may not issue a parking permit to a vehicle without a State tag. Hence, the annual inspection process for low speed vehicles and an associated fee. This makes the costs equitable related to parking.

# Researched Computerized Maintenance Management System (CMMS) Solutions

Public Works could use a more efficient way to manage town assets and work orders -- especially for staff in the field who would come back to town hall to fill out paperwork. I coordinated with the Director of Public Works to review how we may benefit from expanding a tool he currently uses <https://www.maintenancecare.com/> to some Public Works staff.

I sought advice from the City Managers from Satellite Beach and Rockledge on what CMMS services they use, to whom they give which mobile devices to use the CMMS, how training goes, how purchases are integrated with financial systems, and the benefits in staff efficiency and services to residents. I created a spreadsheet to explore costs. The next step is more discussion with the Director of Public Works and the Town Manager.

## Reviewed Timing to Seek a State Appropriation

Each legislative session, the State of Florida sets aside funds for municipal projects. To get “our share of this pie”, we need to have a project, fill out a form, have a percentage of matching funds and allow our business consultant to work with State Representatives and Senators to champion Indialantic’s project application.

Think of the town’s matching funds as “having skin in the game.” It’s like a downpayment on a house – you put up your part.

Projects could be in the design phase or preliminary phases or a phased roll-out. A project **does not** have to be shovel ready to seek appropriations.

**I believe in being a good steward of money.** When you have an opportunity to pay for a town project that could be completed with less money coming from residents, you explore those opportunities. After all, if Indialantic doesn’t seek an appropriation, other municipalities who apply (and qualify) are going to get money. Look at surrounding towns and cities who received appropriations from the past legislative session.



I discussed timing and listened to recommendations from our consultant. He discussed what is needed from the council and Town Manager **if we choose to seek an appropriation** during the upcoming 2024-25 legislative session.

We ought to be working on a project and matching funds – if we want to advance a project and win an appropriation. At the same time, I remind myself that if a project doesn't have clear benefits to residents and strong buy-in from residents, then such a project should be shelved.

The next step is to hear what my colleagues want to do related to community projects that would likely qualify for an appropriation.

## Exploring Options for the Boardwalk

As mentioned in the 3/29/2024 Town Manager's report and per a council directive, I spent time reviewing applicants and interviewing potential (project-based) candidates on Upwork, a freelance platform. The idea is to find talented urban planners / urban designers / landscape architects that could help create concepts for the council where the boardwalk and Wavecrest is reimagined for the next 20+ years. This is for a short-term, defined project to explore options. **It is not about hiring anyone full-time.**

I thought it important to mention this in my report to emphasize this is a short-term exploration effort to get ideas from experienced professionals who understand small towns on Florida's coast.

To my knowledge, the council isn't making decisions soon and, at a future date, I imagine there will be considerable input sought from residents / staff / the Sustainability Board / local businesses / others – ***if a good concept piques the council's interest.***

From my viewpoint, the council, along with the Town Manager and Public Works, is in the **initial stages** of exploring options.

The Mayor is the champion of this initiative. I have and continue to support exploring options because of the deterioration of the current boardwalk and the cost of replacing the current design.

I recognize there are options that could be explored along with associated pros and cons. Here are a few options:

1. Replacement of the same boardwalk at one time
2. Replacement of the same boardwalk in phases
3. Repair of the boardwalk in places and bring structures up to current code
4. Reimagining the space while honoring the history of the current structures
5. **(You may have a better option which goes here!)**

**Note:** To my knowledge, this task excludes established areas in Nance Park, parking, and the Mikey Goodwin Playground.

I hope that residents will give the council and staff ample support and time to consider initial concepts.

## Closing

If you are interested in discussing more about a topic in this report or any other topic, please call or text me at 321-300-6168. If you prefer a face-to-face chat, let me know and we'll grab a coffee or a meal at an Indialantic eatery.

Respectful submitted,

**Council Member Loren Strand**

Air Conditioning	1
Dry In	1
Electrical - Pre-power	1
Final	17
Final - Demolition	3
Final - Electric	5
Final - Mech	3
Final - Roof	3
Final - Sign	1
Footer	3
Framing	4
Framing/ Pre-lath	1
Insulation	1
Miscellaneous	2
Pool - Ground and Steel	2
Pre-Lath	1
Roof Dry In	4
Rough	1
Rough - Electrical	2
Rough - Mechanical	1

# Inspection Totals

Rough - Plumbing	4
Service	1
Sewer	1
Sheathing	1
Swimming Pool Deck	1
Swimming Pool Steel	1
Tie Beam/Lentil - 1st	1
Underground Plumbing	1
Total # of Inspections:	68

# Permit List

04/01/2024

Permit #	Address	Category	Applicant Nam	Date Issued	Valuation	Amount Billed
PB24-0243	344 5TH AVE UNIT 1 UNIT 3	Permanent	WayFast Signs	03/29/2024	549.00	\$64.00
	Permit Fee				\$60.00	
	Florida State Surcharge - \$4 Flat				\$4.00	
PB24-0238	1101 S MIRAMAR AVE UNIT	HVAC Replaceme	RANGER AIR COND HEATING AND	03/28/2024	10,300.00	\$79.00
	Florida State Surcharge - \$4 Flat				\$4.00	
	Permit Fee				\$75.00	
PB24-0237	403 MIAMI AVE	HVAC Replaceme	EXTREME AIR & ELECTRIC INC	03/27/2024	9,096.00	\$79.00
	Florida State Surcharge - \$4 Flat				\$4.00	
	Permit Fee				\$75.00	
PB24-0236	303 MELBOURNE AVE	Window, Doors &	Neighborhood Windows and Doors	03/27/2024	11,300.00	\$129.00
	Florida State Surcharge - \$4 Flat				\$4.00	
	Permit Fee				\$125.00	
PB24-0235	342 WAYNE AVE	HVAC Replaceme	FLORIDA BREEZE	03/27/2024	6,657.00	\$79.00
	Florida State Surcharge - \$4 Flat				\$4.00	
	Permit Fee				\$75.00	
PB24-0234	400 S RAMONA AVE	Roofing	ALL FLORIDA ROOFING	03/26/2024	25,000.00	\$194.00
	Florida State Surcharge - \$4 Flat				\$4.00	
	Permit Fee				\$190.00	
PB24-0233	501 ORLANDO BLVD	Window, Doors &	BREVARD WINDOW & DOORS	03/28/2024	52,348.00	\$339.90
	Florida State Surcharge - 3%				\$9.90	
	Permit Fee				\$330.00	
PB24-0232	210 6TH AVE	Roofing	PRO TECH ROOFING OF BREVAR	03/22/2024	71,500.00	\$437.75
	Permit Fee				\$425.00	

Florida State Surcharge - 3%	\$12.75					
PB24-0231	804 S Riverside Dr	Demolition	CK DEVELOPMENT LLC	03/21/2024	13,000.00	\$134.00
Permit Fee	\$130.00					
Florida State Surcharge - \$4 Flat	\$4.00					
PB24-0230	105 MELBOURNE AVE	New	G&S POOL AND SPA LLC JOSE GO	03/21/2024	42,537.40	\$288.40
Florida State Surcharge - 3%	\$8.40					
Permit Fee	\$280.00					
PB24-0228	300 S RIVERSIDE DR	New	SUPERIOR FENCE & RAIL OF BRE	03/21/2024	3,214.88	\$89.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$85.00					
PB24-0226	209 6TH AVE	Addition	CHAVEZ, NEYDO AND/OR MARIBE	03/20/2024	80,000.00	\$1,019.70
Florida State Surcharge - 3%	\$29.70					
Plan Review Fee	\$330.00					
New Mechanical (Residential)	\$75.00					
New Plumbing	\$120.00					
Permit Fee	\$465.00					
PB24-0224	344 5TH AVE UNIT 1 UNIT 3	Permanent	KAHILT CORPORATION	03/26/2024	30.00	\$64.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$60.00					
PB24-0223	133 1ST AVE	Electrical Remodel	STINGRAY ELECTRIC AND CONTR	03/19/2024	18,850.00	\$164.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$160.00					
PB24-0222	1321 S MIRAMAR AVE UNIT	HVAC Replaceme	ANNA AIR & HEAT	03/19/2024	4,997.00	\$79.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$75.00					
PB24-0221	240 2ND AVE	HVAC Replaceme	QUALITY COMFORT AIR CONDITI	03/19/2024	13,633.39	\$79.00

Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$75.00					
PB24-0220	132 TAMPA AVE	HVAC Replaceme	AMERICAN AIR & HEAT OF BREVA	03/15/2024	14,250.00	\$79.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$75.00					
PB24-0219	138 OCEAN TER	Window, Doors &	ACCURATE DOORS & SHUTTERS	03/18/2024	3,697.00	\$89.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$85.00					
PB24-0218	1 EIGHTH AVE UNIT 1203	HVAC Replaceme	ABLE AIR INC.	03/13/2024	5,538.00	\$79.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$75.00					
PB24-0217	421 TWELFTH AVE	Window, Doors &	W ANTHES INC	03/19/2024	2,400.00	\$84.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$80.00					
PB24-0216	710 N RIVERSIDE DR	Demolition	TIMOTHY D REAVES	03/13/2024	35,000.00	\$107.20
Florida State Surcharge - 3%	\$7.20					
Building Demolition	\$100.00					
PB24-0215	161 TAMPA AVE	HVAC Replaceme	FLORIDA BREEZE	03/27/2024	6,783.00	\$79.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$75.00					
PB24-0214	204 S RIVERSIDE DR	HVAC Addition	EXTREME AIR & ELECTRIC INC	03/11/2024	4,686.00	\$79.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$75.00					
PB24-0213	1615 S MIRAMAR AVE	Window, Doors &	COASTAL GARAGE DOOR SOLUTI	03/11/2024	3,281.00	\$89.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$85.00					



PB24-0212	440 2ND AVE	Window, Doors &	SUNSET VIEW CONSTRUCTION	03/11/2024	28,825.84	\$216.30
	Florida State Surcharge - 3%	\$6.30				
	Permit Fee	\$210.00				
PB24-0211	214 7TH AVE	New	AMERIGAS	03/12/2024	250.00	\$64.00
	Florida State Surcharge - \$4 Flat	\$4.00				
	Permit Fee	\$60.00				
PB24-0210	303 DELAND AVE	Roofing	G & G ROOFING CONSTRUCTION I	03/12/2024	41,630.00	\$283.25
	Florida State Surcharge - 3%	\$8.25				
	Permit Fee	\$275.00				
PB24-0209	339 COCOA AVE	Window, Doors &	RENEWAL BY ANDERSEN OF FLO	03/08/2024	14,996.00	\$144.00
	Florida State Surcharge - \$4 Flat	\$4.00				
	Permit Fee	\$140.00				
PB24-0208	210 6TH AVE	Demolition	STEVEN W PRICE CONSTR. INC.	03/08/2024	10,000.00	\$119.00
	Florida State Surcharge - \$4 Flat	\$4.00				
	Permit Fee	\$115.00				
PB24-0207	202 CHALET AVE	Electrical Repair	DONE RIGHT CONTR. LLC	03/11/2024	1,583.43	\$79.00
	Florida State Surcharge - \$4 Flat	\$4.00				
	Permit Fee	\$75.00				
PB24-0206	200 CHALET AVE	Electrical Repair	DONE RIGHT CONTR. LLC	03/07/2024	1,583.43	\$79.00
	Florida State Surcharge - \$4 Flat	\$4.00				
	Permit Fee	\$75.00				
PB24-0205	261 MIAMI AVE	ADDITIONS TO R	SCHOPKE & MAGUIRE INC PAT M	03/11/2024	15,000.00	\$144.00
	Florida State Surcharge - \$4 Flat	\$4.00				
	Permit Fee	\$140.00				
PB24-0204	303 DELAND AVE	New	CARRIE'S FENCE OF PALM BAY IN	03/06/2024	9,834.00	\$119.00
	Florida State Surcharge - \$4 Flat	\$4.00				

Permit Fee	\$115.00					
PB24-0203	448 5TH AVE	Roofing	DEMPSEY ROOFING COMPANY, I	03/05/2024	72,510.00	\$442.90
Florida State Surcharge - 3%	\$12.90					
Permit Fee	\$430.00					
PB24-0202	443 10TH AVE	Driveway	SHEEPDOG CONCRETE LLC	03/05/2024	10,500.00	\$124.00
Permit Fee	\$120.00					
Florida State Surcharge - \$4 Flat	\$4.00					
PB24-0201	700 N MIRAMAR PUBLIX AV	HVAC Replaceme	MARKET REFRIGERATION WILLIA	03/13/2024	28,240.00	\$216.30
Florida State Surcharge - 3%	\$6.30					
Comm Permit Fee	\$210.00					
PB24-0200	404 S RAMONA AVE	New	EMERGENCY PLUMBING SERVICE	03/05/2024	4,900.00	\$94.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$90.00					
PB24-0199	306 COCOA AVE	Replacement	BURTON PLUMBING TEAGUE BUR	03/01/2024	15,000.00	\$144.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$140.00					
PB24-0198	1145 N SHANNON AVE UNIT	Window, Doors &	A BETTER VIEW	03/01/2024	12,300.00	\$134.00
Florida State Surcharge - \$4 Flat	\$4.00					
Permit Fee	\$130.00					
PB24-0175	200 S PALM AVE	Window, Doors &	BREVARD WINDOW & DOORS	03/19/2024	11,369.50	\$129.00
Florida State Surcharge - 3%	\$18.63					
Permit Fee	\$621.00					
PB24-0167	230 DELAND AVE	New	BEST POOLS OF BREVARD INC	03/06/2024	93,200.00	\$551.05
Florida State Surcharge - 3%	\$16.05					
Permit Fee	\$535.00					
PB22-0026	137 5TH AVE	Roofing	STEVEN W PRICE CONSTR. INC.	03/11/2024	41,000.00	\$278.10

Florida State Surcharge - 3%	\$8.10
Permit Fee	\$270.00

<b>Number of Permits</b>	<b>42</b>	<b>Total Billed:</b>	<b>\$7,364.85</b>
Populatio	All Records	<b>Total Construction Valu</b>	<b>\$851,369.87</b>

# Indialantic Fire Rescue

## Monthly Report for March 2024

<b>FIRES</b>	
Structure Fires	
Brush Fires	
Vehicle Fires	
Trash Fires	
Other Fire Calls	
<b>RESCUE &amp; EMERGENCY MEDICAL</b>	
Medical	25
Well Being Check	
Water Rescue	
Motor Vehicle/Pedestrian Accident	
Good Intent	
Rescue Call, Other	
<b>HAZARDOUS CONDITIONS (No Fire)</b>	1
Electrical Wiring/Equipment Problem/Gas Leak	
<b>GOOD INTENT CALL</b> (citizen calls 911 for suspected incident)	1
Dispatched and Cancelled Enroute	
Dispatched and Cancelled on Scene	
<b>FALSE ALARM &amp; FALSE CALLS</b>	2
False Alarm or False Call	
Smoke Detector activation due to smoke or dust	
<b>SPECIAL INCIDENT TYPE</b>	
Public Service Calls	4
Assist Other Government Agency	
Special Type of Incident	
<b>TOTAL E911 RESPONSE CALLS</b>	33
<b>RUNNING TOTAL OF PREVIOUS MONTHS</b>	37
<b>TOTAL CALLS YEAR TO DATE</b> (Calendar Year to Date)	105
<b>Fire Inspections/Business Tax Receipt (BTR) Inspections</b>	5
<b>Hydrant Inspections</b>	
<b>Public Education Demonstrations/Talks</b>	
<b>MUTUAL AIDE</b>	
	GIVEN
	RECEIVED
	3
	0

<b>VOLUNTEER HOURS</b>	\$ 177.75
	SAVINGS REALIZED BY THE TOWN \$ 3,555.00

### Department Activity:

The volunteer organization conducted their monthly business meeting and weekly training. Crews continued with hose testing. Communications International conducted the annual radio maintenance. We completed inventory assessments. Initiated pre fire plan property assessments.

All times are documented in the computer aided dispatch (CAD) system. These times are entered manually so actual times may differ from actual times.

<u>Location:</u>	<u>Description:</u>	<u>Date:</u>	<u>Notice Frame</u>	<u>Code:</u>	<u>Extra Info:</u>	<u>Status:</u>	Notes
	<u>Notified Date</u>	<u>CB Date</u>					
<b>Zone 1</b>	North of Fifth Avenue/Westside						
420 Fourth Ave	No BTR for 2 businesses	01/24/24		Sec 30.19	No info on file regarding the 2 businesses located there. No BTR on file	notified	Two businesses operate out of that address - 420 Place LLC and Coat of Armor. Letter sent regarding the violations on 1/25/24. Given 7 days to comply. Ss
710 N Riverside Dr	2 Boat Trailers	01/18/24		Sec 113.236(b)(3)	Boat storage/ trailers in driveway	notified	1/18/24 CS/ss observed 2 boat trailers in the front yard. Courtesy letter to be sent. Ss 1/30/24 2 Trailers are still in front yard. 2nd Notice will be sent. Ss
<b>Zone 2</b>	North of Fifth Avenue/Eastside						
225 Wayne Ave	garbage cans in front of the house and not screened	02/02/24		Sec. 103-283	garbage cans not screened in front of the house	investigate	complained that garbage cans are being left out in front of the house. On 2/2/23 SS observed the cans in front of the garage doors. SS will drive by next week and see if its still there.
109 1st Ave	RV in driveway	01/02/24		Sec 113.236(b)(3)	RV in driveway	notified	On 1/2/24, CS observed RV in front of front structure line. A courtesy letter will be sent. Ss 01/18/24 & 2/7 CS/ss still not compliant. A Final letter will be sent.Ss
134 Fifth Ave	No BTR	12/20/23		Sec 30.19	No info on file regarding the business located there. No BTR on file	notified	Letter sent regarding the violation on 12/20/23. Given 7 days to comply. Ss
501 N Miramar Ave	gazebo's at Bleu Beach have code violations	01/24/24		113-222 (h), 113-337 (17), 113-337 (2) ©	gazebo's at Bleu Beach have code violations	investigated on 1/24/24	Jim Sedon sent an email to MC and PG about Bleu Beach Resort having code violations with regards to the 2 gazebo's. CS was asked to investigate. He's determined that there are violations. A meeting with the owner, MC and CS to take place week of 1/29/24. ss
501 N Miramar Ave	Amplified Music w/o a permit	01/26/24		Sec 22-57 & 22-59	Amplified music w/o a permit	investigated on 1/26/24	A complaint was called in for loud music at 19:55:18 on 1/26/24. IPD responded and advised the establishment was in violation of Town Code for using amplified music without a permit. After showing mgmt the codes, the 2 person band played acoustically. I will ask IPD to follow up to ascertain ongoing compliance. ss
501 N Miramar Ave	Noise Ordinance	12/31/23		Sec 22-33 (a)	IPD investigated noise ordinance violation after 10 PM	notified	Resident complaint to IPD, music too loud after 10 PM. Sent C/R letter to management of Bleu Beach Resort and also notified the registered owner. 1/8/24 ss SS asked IPD to investigate again to see if they were complying with Sec
<b>Zone 3</b>	South of Fifth Avenue/Westside						
419 10th Ave	Dead palm in front yard	01/26/24		Sec. 103-286	Dead Palm in front yard	notified	1/26/24 SS/ad observed the dead palm in the front yard. Courtesy letter to be sent. Ss
707 S Palm Ave	Boat in driveway	11/22/23		Sec 113.236 (b)(3)	Boat in Driveway	notified	On 11/22/23 CS/ss observed a boat being stored in the driveway. 7 day Courtesy letter to be sent. On 12/6/23, SS observed boat in driveway. I will send a Second Notice . Ss CS observed the property to still be non-compliant after a 2nd notice. He spoke to the resident and is giving her til March 3rd to find housing for the boat. After that date a final will be prepared with an invite to the CEB meeting if still not compliant. ss
<b>Zone 4</b>	South of Fifth Avenue/Eastside						
315 Tampa Ave	Boat in front of front structure line	01/29/24		Sec 113.236(b)(3)	Boat in front of front structure line	notified	CS observed a boat in the front yard in front of the front structure line. Will send a Courtesy Letter and the BOA interpretation of the violation. ss
<b>Zone 6</b>	Miramar & Wave Crest						
<b>Trash Piles</b>	<b>Could be Containerized</b>	<b>Notes</b>					
321 4th Ave	No	Behind property on 4th					
303 N Riverside Dr	Yes						
604 N Riverside Dr	No						
900 N Riverside Dr	No						
430 Wayne Ave	No	Needs Truck					
911 Wayne Ave	No	Phone Complaint- Has junk outside in front of garage					
344 Michigan	No						
212 1st Ave	Yes						
420 2nd Ave	No						
400 2nd Ave	Yes						
239 2nd Ave	Yes						
118 2nd Ave	Yes						

119 2nd Ave	Yes				
136 3rd Ave	Yes	On Shannon			
337 2nd Ave	Yes				
230 3rd Ave	Yes	Send Warning Letter- Multiple weeks of violations			
134 5th Ave	Yes				
458 Oakland	Yes	On Riverside			
204 S Riverside	Yes				
433 6th Ave	Yes				
215 7th Ave	No				
120 11th Ave	Yes				
125 11th Ave	Yes				
815 S Shannon Ave	Yes				
960 S Shannon Ave	Yes				
970 S Shannon Ave	Yes				
101 Melbourne Ave	Yes				
215 Melbourne Ave	Yes				
804 S Riverside	Yes	Vacant			
610 S Riverside	Yes				
504 S Riverside	Yes				
429 8th Ave	No	On 9th			
424 10th Ave	No	Needs Truck			
601 S Ramona	No				
515 S Palm Ave	Yes				
319 Palm Ct	Yes	Needs Truck			
300 12th Terr	Yes				
807 S Palm	Yes				
810 S Ramona	Yes				
330 Ormond	Yes				
303 Ormond	Yes				
1010 Magnolia Dr	Yes				
1000 S Riverside	Yes				
1200 Magnolia Dr	Yes	2 piles			
1209 Magnolia Dr	Yes				
1108 S Riverside	Yes				
250 Orlando	Yes				
136 Ocean Terr	Yes				
101 Ocean Terr	No	Needs Truck			
201 Orlando	Yes				
115 Cocoa	Yes				
100 Tampa	Yes	On Cocoa Av			
1210 S Shannon	Yes				
301 Cocoa Ave	Yes	2 piles			
235 Cocoa	Yes				
215 Tampa	No				
164 Tampa	Yes				
122 Tampa	Yes				
133 Deland	Yes				
160 Deland	Yes				
201 Deland	Yes	Wood			
245 Deland	Yes	Needs Truck			
1309 S Ramona	Yes				
151 Maimi	Yes				
134 S Riverside	Yes				
1204 S Riverside	Yes				
1001 S Riverside	Yes				
911 Watson	Complaint	Has junk sitting in front of garage			
1105 Magnolia	Complaint	Has sand on the right of way, WM bins left on street			

# **Indialantic Police Department**

## **Monthly Activity Report**

**February 2024**

### **OPERATIONS:**

\* The Department Responded to 744 Incidents.

\* Subpoenas were 12 issued.

* Activity	9	Arrests
	1	Felony
	4	Misdemeanor
	4	Traffic
		2 DUI & 0 Drug
	67	Traffic Citations
	224	Traffic Stops
	161	Verbal Warnings
	3	Capias Filed

### **TRAINING:**

Jankowski: Speed Measurement

Parrish: DART



Indialantic Police Department  
Monthly Crime Index  
February 2024

<b>Part I</b>	<b>Reported</b>	<b>Cleared</b>	<b>Prior</b>	<b>Total</b>	<b>%</b>
Murder	0				0%
Sexual Battery	0				0%
Robbery	0				0%
Agg Assault	0				0%
Burglary	1	0			0%
Larceny	3	0			0%
Veh Theft	0				0%
Assault/Battery	3	2			75%
Arson	0				0%
<b>Total Part I</b>	<b>7</b>				
<b>Part II</b>					
Kidnapping	0				
Fraud/Forgery	2				
Criminal Mischief	0				
Weapons	0				
Sex Offenses	0				
Narcotics	0				
DUI	0				
Liquor Laws	0				
Disorderly	0				
Ordinance/Litter	2				
Trespass	0				
<b>Total Part II</b>	<b>4</b>				
<b>Part III &amp; IV</b>					
Patrol Area	485				
911 Investigations	38				
Citizen Contact	6				
Juvenile	1				
Warrant	0				
Misc Traffic	35				
Traffic Accidents	16				
Sick/Injured	1				
Death	0				
Mentally Ill	0				
Suicide/Attempt/Threat	0				
Animal	2				
Information	14				
Alarm/Open Door	7				
Fire	0				
Lost/Found	8				
Disturbances	8				
Susp Incidents	58				
Assists	45				
Details	9				
Missing Persons	0				
<b>Total III &amp; IV</b>	<b>733</b>				
<b>Grand Total</b>	<b>744</b>				

Indialantic Police Department  
YTD Information Report  
February 2024

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Traffic Warnings	0	0	0	0	0	0	0	0	0	0	0	0	0
Equip Warnings	0	0	0	0	0	0	0	0	0	0	0	0	0
Verbal Warnings	126	161	0	0	0	0	0	0	0	0	0	0	287
Field Interrogation	0	0	0	0	0	0	0	0	0	0	0	0	0
Parking Violations	72	48	0	0	0	0	0	0	0	0	0	0	120
Parking Fines	\$ 2,570	\$ 1,895	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,465
Traffic Citations	91	67	0	0	0	0	0	0	0	0	0	0	158
Arrests	12	9	0	0	0	0	0	0	0	0	0	0	21
DUI Charges	1	2	0	0	0	0	0	0	0	0	0	0	3
Drug Charges	0	0	0	0	0	0	0	0	0	0	0	0	0
Wavecrest Activity	24	29	0	0	0	0	0	0	0	0	0	0	53