

Agenda – AMENDED 2/10/21
Town of Indialantic
Regular Meeting of the Town Council
Council Chamber, 216 Fifth Avenue, Indialantic, FL 32903
Wednesday, February 10, 2021 at 7:00 p.m.

A. Call to Order:

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

1. Pledge of Allegiance:
2. Presentations and Proclamations: **Jason Steele, Town Lobbyist**
3. Public Comments, Non-agenda items:
Persons wishing to address the Town Council on a matter not listed on the agenda may speak at this time. Speakers must provide their name and address and direct their comments to the council and not to members of the audience. Please observe the 3-minute time limit and speak only after being recognized by the Mayor.
4. Public Announcements:
 - There are openings on the following boards and committees: Civil Service; Code Enforcement; Heritage; Parks/Recreation/Beautification; and Pension – General Employees.
 - T-shirts for the Mayors' Fitness Challenge are available now for pick up at Town Hall. The challenge began on Feb. 6, but you can still register at www.uwbrevard.org. All are welcome to join this free competition to help us earn the title Most Fit City.

B. Consent Agenda:

1. Approve Council Meeting Minutes 1-13-2021
2. Approve/authorize letter from the Town to the United States Dept. of Transportation in support of a Small Community Air Service Development Program Grant for the MLB Orlando Melbourne International Airport (Berkman).
3. Approve the following Appointments/Reappointments:
 - a) Board of Adjustment – Reappoint David Justice
 - b) Budget & Finance Committee – Reappoint Lorraine Schulte
 - c) Heritage Committee – Reappoint Pam Dunn
 - d) Parks, Recreation, & Beautification Committee – Appoint Susan “Stacie” Miller; Reappoint Carol DeLuccia;
 - e) Pension Board of Trustees, General Employees – Reappoint Lorraine Schulte

f) Zoning & Planning Board/Local Planning Agency – Reappoint Rick Bertel; Reappoint Alan King

4. Approve Annual Ocean Rescue Lifeguard Agreement - 2021 Season \$39,162.46

C. Ordinances and Public Hearings:

1. Ordinance 2021-03 Second Reading/Final Public Hearing (*Native Plant Landscaping Requirements for Commercial Properties*):
An Ordinance Of The Town Of Indialantic, Brevard County, Florida, Relating To The Land Development And Zoning; Making Findings; Creating Article Vii. Landscaping, Sections 113-400 Through 113-401, Code Of Ordinance Of The Town Of Indialantic, Florida, Providing Definitions And Purpose; Setting Forth Standards For Commercial Landscaping; Providing A Severability/Interpretation Clause; And Providing For An Effective Date.
2. Ordinance 2021-04 First Reading/Public Hearing (*Annual Update to the Town's Capital Improvement Element of the Comprehensive Plan*):
An Ordinance Of The Town Indialantic, Florida Updating The Five-Year Schedule Of Capital Improvements Of The Town's Comprehensive Plan As Mandated By Florida Statutes Sections 163.3177(3)(B); Providing A Conflicts Clause And Severability Clause; Providing An Effective Date.

D. Unfinished Business:

1. (Discussion) Food Truck Ordinance – second draft
2. (Discussion/Action) Easter Egg Hunt
3. (Discussion) Ramona Avenue right-of-way

E. New Business:

1. (Action) Approve Mowing & Landscaping Agreement with 1st Class Grass, Inc. with an annual cost of \$35,180
2. **(Discussion/Action) Resolution 09-2021 Opposing Senate Bill 62 regarding regional planning councils (Kemp)**
3. **(Action) Approve/Award Emergency Stormwater Pipe Repairs at B-4 Melbourne Ave., Palm Ave. to Ramona Ave. to Atlantic Development of Cocoa, Inc. at a cost of \$67,516.40**

F. Administrative Reports:

1. Town Attorney
2. Town Manager

G. Council Reports:

H. Adjournment:

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

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

SUBJECT: Annual Ocean Rescue Lifeguard Agreement – 2021 Season

Staff Report – Town of Indialantic

Meeting Date: 2-10-21

Summary:

Attached please see the annual Ocean Rescue Lifeguard Agreement for the 2021 season. This is an annual agreement we have each year; this year's agreement includes an increase of 1.8% consistent with the Consumer Price Index, resulting in an increase of \$696.24 for the 177-day season.

Recommendation:

Approve agreement.

MOTION:

Approve the 2021 Ocean Rescue Lifeguard Agreement with the Brevard County Board of County Commissioners

Submitted by:

Approved for agenda:

RR

Rebekah Raddon
Town Clerk

MC

Michael L. Casey
Town Manager



Brevard County Fire Rescue



Timothy J. Mills Fire Rescue Center
1040 S. Florida Avenue
Rockledge, Florida 32955

Phone – (321) 633-2056
Fax – (321) 633-2057

February 5, 2021

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

Re: Ocean Rescue Lifeguard Agreements - 2021 Season.

Dear Mr. Casey:

Brevard County Fire Rescue is updating the terms of service with regards to the contract agreement dates and cost for this upcoming 2021 lifeguard season. The term of this agreement will run from March 13, 2021 through September 6, 2021. These dates directly correlate with the commencement of Brevard County School Spring Break and Labor Day Weekend 2021. Lifeguard services will continue to cease after the Labor Day weekend.

We continue to support the seasonal lifeguard program while balancing peak season demands with staffing challenges. The reason for doing so remains due to our inability to adequately staff seasonal lifeguards in September and October. Fall staffing has always presented challenges, but more so in recent years. The peak season staffing model is one that is accepted and mirrored by our neighboring counties that participate in United States Lifesaving Association seasonal lifeguard programs such as Volusia and St. John's County

There is an adjustment in price for this service for 2021 of 1.81%. This amount is consistent with the Consumer Price Index (CPI) adopted by the Board of County Commissioners for our current budget year. This results in a total increase of \$696.24 for the 177-day season. The 2021 seasonal contract total amount will be \$39,162.46.

Enclosed is the proposed agreement for 2021. Upon your review and approval, please sign and return the original back to me at the address above. If you have any questions, please feel free to contact me at 321-633-2056 or the Ocean Rescue Chief Eisen Witcher at the same number.

We look forward in continuing to provide quality public safety services that your citizens and tourists deserve and have come to expect for the foreseeable future.

Sincerely,

Scott Jurgensen
Deputy Fire Chief
Brevard County Fire Rescue

**INTERLOCAL LIFEGUARD AGREEMENT
INDIALANTIC AND BREVARD COUNTY**

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the following Parties: the **TOWN OF INDIALANTIC, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "Town" and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County".

RECITALS:

WHEREAS, the Town desires to obtain County services to provide qualified lifeguard personnel at designated recreation facilities; and

WHEREAS, the County services will mutually benefit the parties and the residents of Brevard County, Florida; and

WHEREAS, the County may provide parks, preserves, recreation areas, and other recreational facilities as well as ambulance service and health and welfare programs pursuant to the provisions of Section 125.01(1)(b), (f), Florida Statutes.

WHEREAS, this Agreement is an Interlocal Agreement pursuant to the authority of Section 163.01, Florida Statutes.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **RECITATIONS.** The foregoing recitations are true, correct, and incorporated to this Agreement.
2. **TERM:** The term begins on March 13, 2021 (10:00 a.m.) and terminates September 6, 2021 (5:00 p.m.). This Agreement shall be filed with the Brevard County Clerk of Court upon execution.
3. **PAYMENT:** The Town shall pay the County Thirty-Nine Thousand, One Hundred Sixty-Two Dollars and Forty-Six cents (\$39,162.46) for lifeguard services. This amount reflects an adjustment of one-point eight one percent (1.81%) from the previous year. This amount is consistent with the Consumer Price Index adopted in the current budget year. Such payments are payable in five (5) monthly payments of Seven Thousand, Eight Hundred Thirty-Two Dollars and Forty- Nine cents (\$7,832.49) due on the last day of each month. The first payment is due on April 30, 2021, and the final payment is due on August 31, 2021. The Town will receive a monthly invoice from Brevard County Fire Rescue Thirty (30) days prior to the due date. Please remit all payments to: Brevard County Fire Rescue, Attention: Finance, 1040 South Florida Avenue, Rockledge, Florida, 32955.

4. **SERVICES:**

- A. The County agrees to provide First Responder Certified lifeguard services in accordance with USLA (United States Lifesaving Association) guidelines for those portions of the Town's municipal beach located between Nance Park and Eighth Avenue.
- B. Lifeguard services coverage consists of three (3) staffed towers (one (1) person at each tower); one (1) Roving Patrol; and one (1) Roving Supervisor.
- C. Lifeguard personnel shall be on duty for the following time periods:
 - 1. Spring Break, March 13, 2021 – March 19, 2021 (10:00 a.m. to 5:00 p.m. daily).
 - 2. Weekend only coverage from March 20, 2021 – May 30, 2021 (10:00 a.m. – 5:00 p.m. daily).
 - 3. Additional Holiday, Memorial Day, May 31, 2021 (10:00 a.m. to 5:00 p.m.).
 - 4. Summer coverage, commencing June 4, 2021 and ending the day before Brevard County Public Schools resume the 2021/2022 school year (10:00 a.m. to 5:00 p.m. daily including weekdays, weekends, and holidays).
 - 5. Weekend and holiday only coverage will continue from the weekend after the start of Brevard County Public School 2021/2022 school year through September 5, 2021 (10:00 a.m. to 5:00 p.m. daily) (Weekends, and Holidays).
 - 6. Additional Holiday, Labor Day, September 6, 2021 (10:00 a.m. to 5:00 p.m.).
- D. The parties mutually agree and understand that in inclement weather or any other incident or occurrence which, in the sole discretion of the County, requires the closing of all or part of the beach for the protection of the public, the County may discontinue all or part of its lifeguard services in the affected areas for the duration of such condition, incident or occurrence. The County shall immediately notify the Town when such beach closings occur. The County agrees to cooperate fully with the Town in all matters relating to beach safety and the performance of the lifeguard. The Parties agree that the County will provide radios and training to ensure that the lifeguards have the capacity to contact Brevard County Dispatch. Lifeguard response to emergencies occurring at adjacent beaches will be in accordance with County procedures.
- E. The parties agree and understand that in the event of a water related incident, the Brevard County Lifeguard Division personnel will maintain command/control of the scene until the victim(s) is removed from the water. After removal, the County Lifeguard Division will transfer the incident command/control of the scene to the law enforcement agency with jurisdiction of the location of the scene, and/or Fire Rescue. After removal, if law enforcement or Fire Rescue have not yet arrived on scene, then the Lifeguard Division will maintain incident command/control of the scene until law enforcement or Fire Rescue arrives.

5. **LIABILITY AND INSURANCE:**

- A. Neither Party, nor its respective officers, employees, or agents shall assume any liability for the acts, omissions, or negligence of the other Party, or the other Party's officers, employees or agents.

- B. The Parties further agree that nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity or statutory limitations of liability under Section 768.28, Florida Statutes by either Party.
 - C. Each Party shall acquire and maintain throughout the term of the Agreement such liability insurance as required to respond to their obligations under this Agreement and Section 768.28, Florida Statutes.
6. **ASSIGNMENTS:** Neither Party shall enter into any agreement with third parties to delegate any or all of the rights or responsibilities in this Agreement without the prior written approval of the other Party.
7. **AUDITING, RECORDS AND INSPECTIONS:** The Parties shall keep books, records, and accounts of all activities related to this Agreement's performance in compliance with generally accepted accounting procedures. The Parties shall make these books, records, and accounts open to inspection during regular business hours by an authorized office representative and shall be retain them for a five (5) year period after this Agreement's termination. The Parties agree that all records or documents created in connection with this Agreement are public records, subject to the Florida Public Records Act. The Parties agree to comply with any request for such public records or documents made in accordance with the Act. The Town shall not copyright any reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County under this Agreement.
8. **JURISDICTION, VENUE, FEES AND CHOICE OF LAW:** The parties agree: (1) Florida state law governs the Agreement's validity, construction and enforcement; (2) in any litigation, the venue shall be Brevard County, Florida; any trial shall be non-jury; and each Party will bear its own attorney's fees and costs; (3) if a court determines any provision in this Agreement to be invalid, the court should modify the provision to best accomplish the parties original intent, and the remaining provisions shall remain in effect.
9. **ENTIRE AGREEMENT:** This Agreement, including any attached exhibits, riders, and/or addenda, sets forth the entire Agreement between the Parties. This Agreement shall not be modified unless it is in writing, executed by all Parties, and filed with the Brevard County Clerk of Court.
10. **TERMINATION:** If a Party violates a material provision of this Agreement, the non-breaching Party shall give the breaching Party notice and Ten (10) days to resolve the violation. If the violation is not resolved, the Agreement shall terminate upon Thirty (30)-days written notice to the breaching Party. Upon termination, the County shall prorate any balance owed, due and payable within Fifteen (15) days of termination.
11. **NOTICE:** The County receives written notice at: The Office of the County Manager, 2725 Judge Fran Jamieson Way, Building C, Viera, Florida 32940. The Town receives written notice at: The Town Manager, Town of Indialantic, 216 Fifth Avenue, Indialantic, Florida 32903.

12. **COUNTERPARTS:** This Agreement may be executed in counterparts, all of which, taken together, shall constitute one and the same Agreement. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations in this Agreement. The Parties agree that scanned images of signatures to this Agreement shall be treated as original signatures in all respects.
13. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** The PARTIES shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTIES during the term of the agreement. Upon request, THE PARTIES shall provide acceptable evidence of their enrollment. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

The PARTIES shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

The PARTIES agree to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of PARTIES' enrollment in the program. This includes maintaining a copy of proof of PARTIES' and any subcontractors' enrollment in the E-Verify Program.

Compliance with the terms of this section is made an express condition of this Contract and the PARTIES may treat a failure to comply as a material breach of this Contract. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the contractor hires or employs a person who is not eligible for employment. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Reviewed for legal form and content:



Melissa Powers,
Assistant County Attorney

BREVARD COUNTY, FLORIDA

By: _____
Matthew Wallace, Public Safety Director

WITNESS:

TOWN OF INDIALANTIC, FLORIDA

(Signature/Title Printed)

By: _____
Michael Casey, Town Manager

Agenda item E. 2

SUBJECT: Resolution 09-2021 Opposing Senate Bill 62 re: Regional Planning Councils

Staff Report – Town of Indialantic

Meeting Date: 2-10-21

Summary:

Councilmember Kemp requested this be added to the agenda.

Recommendation:

MOTION:

Submitted by:

Approved for agenda:

RR

Rebekah Raddon
Town Clerk

MC

Michael L. Casey
Town Manager



East Central Florida Regional Planning Council

455 N. Garland Avenue, Orlando, FL 32801
Phone 407.245.0300 • Fax 407.245.0285 • www.ecfrpc.org

Hugh W. Harling, Jr. P.E.
Executive Director

Florida Regional Planning Councils - SB 62 Talking Points

We oppose Senate Bill 62 because it removes authorization and all references to the 10 Regional Planning Councils (RPCs) from Florida Statutes. Senate Bill 62 will result in:

- **The loss of a regional convener** to guide community leaders in collaborative efforts to develop regional visions linking business development, job creation, infrastructure, environment, land use, and transportation.
- **The loss of a neutral platform and qualified technical staff** to address issues of regional impact that frequently involve multiple cities and counties, as well as the public and private sector on diverse challenges such as broadband, resiliency, rural mobility, and disaster recovery.
- **The loss of technical support and grant administration** for Florida's communities will decrease access to state and federal grant opportunities for smaller cities and counties.

As Florida's only multipurpose regional entities, RPCs have served the regions and citizens of the state of Florida for over five decades. Whether coastal or inland, urban or rural, north, central, or south each region has unique needs, and each RPC is attuned and positioned to serve these needs. Governed by local boards with comprehensive representation from member governments, RPCs are nimble and able to respond to emerging local and regional concerns and opportunities.

Some of the recent projects by the East Central Florida Regional Planning Council that are benefiting Florida and its communities include:

- Governor Ron DeSantis recently awarded the ECFRPC and 5 other RPCs a \$1.499 million CDBG-MIT grant to conduct regional flood hazard mitigation planning to serve as a statewide template.
- The ECFRPC individually and in collaboration with local partners has brought over \$450,000 in resilience grants this FY into the region to support local and regional resilience and sustainability efforts.
- All 10 RPCs have joined together, led by the Northeast Florida RC, to conduct **Statewide Regional Evacuation planning**.
- The ECFRPC serves as the designated federal Economic Development District for East Central Florida. Since 2011, local governments and organizations have **been awarded more than \$9.5 million in EDA grants to fund economic development projects and initiatives**.
- Technical assistance is provided for many local communities in regards to filling planning resource gaps, transportation reviews and other needs.
- The EDA awarded the ECFRPC a 2 year, \$400,000 Cares grant to assist local partners in pandemic planning, economic resilience efforts and other needs as a result of the Covid-19 pandemic.
- The ECFRPC manages the East Central Florida Regional Resilience Collaborative which aims to increase regional resilience across 3 pillars: built and natural environment, health and equity, and economic resilience. Currently there are 37 partner communities in the Collaborative.

2020-21 Financial Impact supporting Florida and its communities in the following areas:

Economic Development - \$4,767,840

RPCs are designated as federal **Economic Development Districts** providing access to federal economic development funding, and technical assistance to local governments and private businesses for creation and expansion of infrastructure and jobs. Between 2016-2020 the E.D.A. invested **\$138,000,000** in Florida, funding more than **55 projects** in coordination with RPCs.

COVID-19 Impacted Business Revolving Loan Fund - \$7,480,000

The South Florida and Apalachee RPCs secured a **\$5.9 million** and a **\$1.58 million** respectively in revolving loan funds from E.D.A. to provide **capital to businesses impacted by COVID-19**.

Resilience - \$6,354,570

RPCs are partners in resilience efforts coordinating **regional resilience coalitions** and compacts bringing together regional and local governments with the private sector to address the **impacts of sea level rise** and climate change.

Transportation - \$6,358,615

RPCs provide planning for **Transportation Disadvantaged Programs** in half the counties in Florida; staff **Metropolitan or Transportation Planning Organizations**; administer **rural transit programs**; and coordinate **commuter services for employers**.

Emergency Preparedness - \$3,618,806

RPCs staff **Local Emergency Planning Committees**; support **training and site visits** related to hazardous waste sites; and prepare the award-winning **Statewide Regional Evacuation Study**,

Executive Committee

Chair Sean Parks County Commissioner Lake County	Vice Chair Emily Bonilla County Commissioner Orange County	Secretary Billie Wheeler County Council Member Volusia County	Treasurer Bryan Lober County Commissioner Brevard County	Immediate Past Chair John Lesman Gubernatorial Appointee Seminole County	Member at Large Julian Green City Commissioner City of Wildwood Sumter County	Member at Large Amy Lockhart County Commissioner Seminole County
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Serving Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia Counties



Apalachee • Central Florida
East Central Florida • Emerald Coast
North Central Florida • Northeast Florida • South Florida
Southwest Florida • Tampa Bay • Treasure Coast

Florida Regional Planning Councils - SB 62 Fact Sheet

We oppose Senate Bill 62 because it removes authorization and all references to the 10 Regional Planning Councils (RPCs) from Florida Statutes. Senate Bill 62 will result in:

- **The loss of a regional convener** to guide community leaders in collaborative efforts to develop regional visions linking business development, job creation, infrastructure, environment, land use, and transportation.
- **The loss of a neutral platform and qualified technical staff** to address issues of regional impact that frequently involve multiple cities and counties, as well as the public and private sector on diverse challenges such as broadband, resiliency, rural mobility, and disaster recovery.
- **The loss of technical support and grant administration** for Florida's communities will decrease access to state and federal grant opportunities for smaller cities and counties.

As Florida's only multipurpose regional entities, RPCs have served the regions and citizens of the state of Florida for over five decades. Whether coastal or inland, urban or rural, north, central, or south each region has unique needs, and each RPC is attuned and positioned to serve these needs. Governed by local boards with comprehensive representation from member governments, RPCs are nimble and able to respond to emerging local and regional concerns and opportunities.

Some of the recent projects by Regional Planning Councils that are benefiting Florida and its communities include:

- All 10 RPCs have joined together, led by the Northeast Florida RC, to conduct **Statewide Regional Evacuation planning**.
- Tampa Bay RPC researchers have been working to **eliminate racial equity gaps**, an effort which "could add up to 375,000 new jobs and \$50 billion to the regional economy."
- The Apalachee RPC is exploring hemp cultivation to **boost the regional agriculture sector diversification**.
- The Central Florida RPC manages a fleet of vehicles and administers over \$3 million annually in rural transit funds and provides **mobility coordination for six rural counties**.
- Governor Ron DeSantis recently awarded \$2 million in grants to three RPCs as part of an effort "to develop or enhance state, regional, or local plans which will enable the state of Florida to **withstand future disasters**."

2020-21 Financial Impact supporting Florida and its communities in the following areas:

Economic Development - \$4,767,840

RPCs are designated as federal **Economic Development Districts** providing access to federal economic development funding, and technical assistance to local governments and private businesses for creation and expansion of infrastructure and jobs. Between 2016-2020 the E.D.A. invested **\$138,000,000** in Florida, funding more than **55 projects** in coordination with RPCs.

COVID-19 Impacted Business Revolving Loan Fund - \$7,480,000

The South Florida and Apalachee RPCs secured a **\$5.9 million** and a **\$1.58 million** respectively in revolving loan funds from E.D.A. to provide **capital to businesses impacted by COVID-19**.

Resilience - \$6,354,570

RPCs are partners in resilience efforts coordinating **regional resilience coalitions** and compacts bringing together regional and local governments with the private sector to address the **impacts of sea level rise** and climate change.

Transportation - \$6,358,615

RPCs provide planning for **Transportation Disadvantaged Programs** in half the counties in Florida; staff **Metropolitan or Transportation Planning Organizations**; administer **rural transit programs**; and coordinate **commuter services for employers**.

Emergency Preparedness - \$3,618,806

RPCs staff **Local Emergency Planning Committees**; support **training and site visits** related to hazardous waste sites; and prepare the award-winning **Statewide Regional Evacuation Study**,

RESOLUTION 09-2021

A RESOLUTION OF THE TOWN OF INDIALANTIC, BREVARD COUNTY FLORIDA, OPPOSING ELIMINATION OF STATUTORY AUTHORIZATION FOR REGIONAL PLANNING COUNCILS IN FLORIDA AS PROPOSED IN SENATE BILL 62 OR SIMILAR PROPOSED LEGISLATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the East Central Florida Regional Planning Council's eight county geographical area is comprised of Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter and Volusia counties and 78 municipalities contained therein, with over 4.2 million residents; and

WHEREAS, the Council is a multi-purpose regional governmental entity with policy responsibilities in the areas of affordable housing, economic development, emergency preparedness, energy and climate change, agriculture, natural resources, community design, and regional transportation; and

WHEREAS, for more than five decades Regional Planning Councils have served the public as Florida's only multipurpose regional entities that coordinate intergovernmental solutions to multijurisdictional issues identified by their member local governments; and

WHEREAS, the 67 counties in the state are divided into 10 Regional Planning Councils which perform functions in Economic Development, Transportation, Emergency Preparedness, Regional Convening, and Resilience to the extent and as directed by their member counties, cities, and gubernatorial appointees; and

WHEREAS, the Regional Planning Councils compete for and bring to Florida millions of dollars in federal funds for Economic Development, Transportation, and Environmental and Brownfields Cleanup that would otherwise go to other states; and

WHEREAS, the Regional Planning Councils receive no regular general appropriation for operation from the State and, instead, are supported by Federal, State and private grant funds, local dues, local contracts, and State agency contracts for specific programs implemented on behalf of the State; and

WHEREAS, Regional Planning Councils serve a critical role in hazardous material response coordination and training through the Local Emergency Planning Committees (LEPCs) operated by each Council; and

WHEREAS, Regional Planning Councils regularly assist state agencies in implementing their statutory duties and legislative directives, along with coordinating these duties and directives with local input, at no charge to the State; and

WHEREAS, Regional Planning Councils partner with local governments and agencies secure grant funding, staff specialized projects and provide technical support and collaboration expertise; and

WHEREAS, proposed Senate Bill 62 will remove authorization and all references to Regional Planning Councils from the Florida Statutes, depriving the people of the State of the important work the Councils do and the Federal funds they bring into Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF INDIALANTIC, BREVARD COUNTY FLORIDA, THAT:

Section 1. The Legislature is urged not to pass Senate Bill 62 unless it is modified to no longer remove Regional Planning Councils from the Florida Statutes; and

Section 2. This resolution shall take effect immediately upon adoption hereof.

DULY ADOPTED by the Town Council of the Town of Indialantic this 10th day of February, 2021.

TOWN OF INDIALANTIC, FLORIDA,
A Florida Municipal Corporation

Dave Berkman, Mayor

Attested by:

Rebekah Raddon, CMC, Town Clerk

Agenda Item E. 3

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

Staff Report – Town of Indialantic Meeting Date: February 10, 2021

Summary:

The 200 Block of Melbourne Ave. was found not flowing to the outfalls and holding water in the upper basin. The pipe has collapsed and fully blocked. The Town Engineer evaluated this as an urgent repair at this time as the pipe needs to be replaced. Atlantic Development has quoted a price of \$67,516.40 for this project. The Town Engineer evaluated this price and recommends based upon price to recommend this project move forward. Atlantic Development has worked for the town currently and previously on similar projects. Atlantic Development is the sole source contractor for Cape Canaveral on storm and sewer pipes and the emergency contractor for Brevard County.

Recommendation:

Award Rehabilitation and Improvement of Town Stormwater Management System B-4 Melbourne Ave. Repairs, Palm Ave to Ramona to Atlantic Development of Cocoa for \$67,516.40

MOTION:

Award Rehabilitation and Improvement of Town Stormwater Management System B-4 Melbourne Ave. Repairs, Palm Ave to Ramona to Atlantic Development of Cocoa for \$67,516.40

Submitted by:

Approved for agenda:

RR

Rebekah Raddon
Town Clerk

MC

Michael L. Casey
Town Manager

ATLANTIC DEVELOPMENT OF COCOA, INC.

2185 W. King Street • Cocoa, Florida 32926

Phone: 321-639-8788 • Fax: 321-639-0936

ggrignon@atlanticdevelopmentofcocoa.com

QUOTE**B-4 MELBOURNE AVE. (Ramona to Palm)****2/5/2021**

ADC# 21-011

DESCRIPTION	QTY	UNIT	PRICE/ITEM	TOTAL
MOBILIZATION	1	LS	\$1,500.00	\$1,500.00
DEWATERING/EROSION CONTROL	1	LS	\$8,283.25	\$8,283.25
DEMO & HAUL OFF EXIST	660	LF	\$12.55	\$8,283.00
CLEAR & HAUL OFF TREES	15	EA	\$555.00	\$8,325.00
IRRIGATION REPAIR	1	LS	\$1,541.25	\$1,541.25
INSTALL 12" ADS HP PIPE	660	LF	\$39.45	\$26,037.00
LANDSCAPING REMOVAL	1	LS	\$1,250.00	\$1,250.00
CONCRETE DRIVEWAY REMOVAL & REPLACEMENT	50	SY	\$95.93	\$4,796.50
BRICK PAVER DRIVEWAY REMOVAL & REPLACEMENT	20	SY	\$55.00	\$1,100.00
REMOVE & REPLACE WATER METER BOXES	5	EA	\$325.00	\$1,625.00
REGRADE & SOD DISTURBED AREA	11370	SF	\$0.42	\$4,775.40
				\$0.00
				\$0.00
TOTAL				\$ 67,516.40

EXCLUSIONS

All items affected by cost of petroleum products are subject to any future price escalations of said petroleum products. (including, but not limited to, concrete curb, concrete sidewalk, asphalt, etc.) Unless otherwise noted proposal does not include connection charges, fees, bonds, testing, permits, NPDES Monitoring, construction lay out, as built drawing, relocation of any utility, rock excavation, de-mucking, concrete flat work, sod, seed, mulch or any unforeseen obstructions or obstacles, or the replacement of any unsuitable materials. Earthwork prices are submitted based upon all on-site excavated material being suitable for structural fill. Earthwork prices do not include removal and/or replacement of any organic or hardpan materials underlying the retention area, building pads or roadways. Unless a lump sum price is to be paid for the foregoing work, and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual

ATLANTIC DEVELOPMENT OF COCOA, INC.

2185 W. King Street ♦ Cocoa, Florida 32926

Phone: 321-639-8788 ♦ Fax: 321-639-0936

ggrignon@atlanticdevelopmentofcocoa.com

QUOTE

B-4 MELBOURNE AVE. (Ramona to Palm)

2/5/2021

ADC# 21-011

quantities referred to above the estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the contractor as determined upon completion of the work and based on field measurements. This proposal expires thirty (30) days from the date here of, but may be accepted at any later date at the sole option of Atlantic Development of Cocoa, Inc. Bids and proposals are not commitment to do a job. All jobs are subject to credit approval and funds availability. Atlantic Development reserves the right to withdraw any bid provided.

Accepted by:

Date:

(Signature)

(Print)