

ORDINANCE NO. 2023-07

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA RELATING TO PAY PARKING ON CERTAIN PUBLIC RIGHTS-OF-WAY; MAKING FINDINGS; AMENDING SECTION 32-32, TOWN OF INDIALANTIC CODE OF ORDINANCES; PROVIDING FOR PARKING FEE INCREASES; AMENDING INSURANCE REQUIREMENTS RELATING TO PARKING SPACE USE AGREEMENTS; PROVIDING A SEVERABILITY/INTERPRETATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town operates parking in the right-of-way in five zones, known as Zones 1, 2, 3, 4, and 5, within the Town of Indialantic as described in Section 32-32(b)(1), Town Code of the Town of Indialantic, Florida; and

WHEREAS, said paid parking is located along Watson Drive East of A-1-A, along Eighth Avenue East of A-1-A, on Tampa Avenue lying East of SR A1A, on both sides of Wave Crest Avenue to a point lying 195 feet South of 11th Avenue, within Nance Sea Turtle Park, along both sides of Wave Crest Avenue from the boardwalk to the intersection of SR A1A and Fourth Avenue, along both sides of Wave Crest Avenue South to the Southern boundary line of lot 20, block 38, Indialantic by-the-Sea, Plat Book 3, Page 35, Public Records of Brevard County, and on both sides of Wave Crest Avenue beginning at the Northern boundary line of lot 19, block 38, Indialantic by-the-Sea, Plat Book 3, Page 35, Public Records of Brevard County and continuing South to the South side of that portion of Eighth Avenue lying between SR A1A and Wave Crest Avenue; and .

WHEREAS, parking within Zones 1, 2, 3, 4, and 5, generally although not totally lies within either the Wave Crest Avenue Enterprise Zone or the Nance Park Enterprise Zone, said Enterprise Zones being described in Resolution No. 09-2023, Town of Indialantic, FL (adopted July 12, 2023) (Nance Park Enterprise Zone) and Resolution No. 10,2023, Town of Indialantic, FL (adopted Aug. 8, 2023)(Wave Crest Enterprise Zone); and

WHEREAS, the parking receipts and revenue from parking Zones 1, 2, 3, 4, and 5, are used to provide maintenance, repair, and operation of public services in either the Wave Crest Avenue Enterprise Zone or the Nance Park Enterprise Zone, including right-of-way parking strip and pavement maintenance, parking meter maintenance and operation, life guard services in the Wave Crest Avenue Enterprise Zone, operation and maintenance of Nance Park and Sunrise Park, and the facilities therein, stormwater treatment, beach cleaning, and other services; and

WHEREAS, the Town Manager routinely examines the cost of said services with both the Wave Crest Avenue Enterprise Zone and the Nance Park Enterprise Zone; and

WEHEREAS, the Town Manager regularly reports that the cost of said services within both the Wave Crest Avenue Enterprise Zone and the Nance Park Enterprise Zone significantly surpasses the revenues and receipts within the aforesaid Enterprise Zones and the parking revenues and receipts within Parking Zones 1, 2, 3, 4, and 5; and

WHEREAS, the parking space revenues and receipts are proposed to be increases and even with the increased revenues provided by this Ordinance, the cost of services within both the Wave Crest Avenue Enterprise Zone and the Nance Park Enterprise Zone will continue to surpass the revenues and receipts within the aforesaid Enterprise Zones and the parking revenues and receipts within Parking Zones 1, 2, 3, 4, and 5; and

WHEREAS, the rate of compensation payable to the Town of Indialantic was most recently set on August 12, 2020 at \$2.50 per hour or a fraction thereof for parking in Zones 1, 2, 3, 4, or 5 as defined in Section 32-32, Town of Indialantic Code of Ordinances, by members of the general public, or in Zone 4 with the use of a parking space use agreement — see Ord. 20-09, Town of Indialantic, Fla. (effective August 12, 2020); and

WHEREAS, the rate of compensation payable to the town for parking in parking spaces in Zone 3, as defined in Section 32-32, Town of Indialantic Code of Ordinances, was set at \$60.00 per year pursuant to Ordinance No. 20-09, Town of Indialantic, Fla. (effective August 12, 2020); and

WHEREAS, the consumer price index ("CPI") is a reflection of the measure of inflation, and the CPI is calculated monthly by the U.S. Bureau of Labor Statistics; and

WHEREAS, the Town Council finds that the rate of inflation as shown by the consumer price index alone in 2022 alone was an increase 8% based on calculations by the U.S. Bureau of Labor Statistics; and

WHEREAS, the inflation rate based on the consumer price index calculations by the U.S. Bureau of Labor Statistics since August 12, 2020 reflects that to equal \$2.50 of purchasing power in July, 2023, an individual would need \$2.94 as of July, 2023; and

WHEREAS, the inflation rate based on the consumer price index calculations by the U.S. Bureau of Labor Statistics since August 12, 2020 reflects that to equal \$60.00 of purchasing power for parking in Zone 3 in July, 2023, an individual would need \$70.57 as of July, 2023; and

WHEREAS, the Town Council finds that it is in the public interest to amend the charges for paid parking in the right-of-way to provide more realistic dollar amounts which are being made in consideration of the increase in the CPI over the past few years and in an effort to provide that the Town provided services within the Wave Crest Avenue Enterprise Zone and the Nance Park Enterprise Zone is paid for by revenues and receipts generated within each respective Enterprise Zone; and

WHEREAS, the Town Council finds that this change in parking rates will promote the public health, safety, economic order, and welfare, by more fairly providing revenue to assist in payment of services provided within the within the Wave Crest Avenue Enterprise Zone and the Nance Park Enterprise Zone such that an annual deficit in either or both Enterprise Zones will be minimized; and

WHEREAS, the Town Council finds that this Ordinance is in promotion of the public health, safety, welfare, and aesthetics of the Town and in the best interests of the residents and property owners within the Town.

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

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

SECTION 2. That Section 32-32 of the Code of Ordinances of Indialantic, Florida, is hereby amended to read as follows:

Sec. 32-32. - Pay parking.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

(1) *Parking meter.* The words "parking meter" mean and include any mechanical or electronic device, device accepting valid credit cards or coins, not inconsistent with this section, placed or erected for the regulation of parking by authority of this section. Each parking meter installed shall indicate by proper legend, the legal parking time established by the town; and when operated, shall at all times indicate the balance of legal parking time, and at the expiration of such period shall indicate illegal or overtime parking.

(2) *Parking meter space.* The words "parking meter space" mean any space within the parking meter zone adjacent to or near a parking meter, and which is

duly designated for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the street adjacent to, near, or adjoining the parking meters.

(3) *Parking meter zone.* The words "parking meter zone" mean and include any restricted street, public property or right-of-way upon which parking meters are installed and in operation, or a permit only parking meter zone or area.

(b) *Designation of metered zone.* The metered parking zone shall include the following areas:

(1) *Zone 1.* Watson Drive (Sunrise Park) lying east of SR A1A, area ~~North~~ north of Watson Drive contained in lots 1, 2 and 3 of block 1 of the resubdivision of Melbourne Beach (Maggie Johnson Plat); Tampa Avenue (Sea Park) lying ~~East~~ east of SR A1A, both sides of Wave Crest Avenue ~~South~~ south of Eighth Avenue to a point lying 195 feet ~~South~~ south of 11th Avenue and lots 11 and 12, block 28, plat of Indialantic by-the-Sea, plat book 3, page 35, public records of the county (Sixth Avenue);

(2) *Zone 2.* That property lying north of Wave Crest Avenue known as Nance Sea Turtle Park (lots 8-15, block 66, plat of Indialantic by-the-Sea, plat book 3, page 35, public records of the county);

(3) *Zone 3.* The ~~South~~ south side of Wave Crest Avenue from the boardwalk to the intersection of SR A1A and Fourth Avenue;

(4) *Zone 4.* The ~~North~~ north side of Wave Crest Avenue from the intersection of SR A1A and Fourth Avenue to the boardwalk and then both sides of Wave Crest Avenue south to the ~~Southern~~ southern boundary line of lot 20, block 38, Indialantic by-the-Sea, Plat Book 3, Page 35, Public Records of Brevard County; ~~and~~

(5) *Zone 5.* On both sides of Wave Crest ~~Avenue~~ beginning at the ~~Northern~~ northern boundary line of lot 19, block 38, Indialantic by-the-Sea, plat book 3, page 35, public records of the county and continuing ~~South~~ south to the ~~South~~ south side of that portion of Eighth Avenue lying between SR A1A and Wave Crest Avenue.

Parking in all or parts of any of the aforementioned zones may be discontinued from time to time, or permitted to resume, by resolution of the town council.

(c) *Placement of meters.* The marking off of individual parking spaces in the metered parking zone described in subsection (b) of this section, and the installation of parking meters in such spaces, is hereby authorized, ratified, and confirmed. The placement of the meters shall be in accordance with applicable town ordinances.

(d) *Payment for parking required; exceptions.* Except in a period of emergency

(1) Except in a period of emergency as determined by an officer of the fire or police department or the town manager or said manager's designee, or in compliance with the directions of a police officer, police aide or traffic control sign or signal, when any vehicle is parked in any parking space regulated by a parking meter, the operator of such vehicle, shall, upon entering the said parking meter space, immediately deposit or cause to be deposited or otherwise pay in or by use of said mechanical or electronic device, meter, or pay-by-phone parking system such proper monetary payment as is required for said parking meter and as is designated by proper directions on said metering device or as provided by said pay-by-phone system, ~~and~~ When when required by the directions on the meter device or as provided by the pay-by-phone system, the operator of such vehicle shall also set in operation the timing mechanism on such meter in accordance with directions properly appearing thereon or provided by pay-by-phone parking system for the amount of time for which the operator's vehicle shall be parked in the public parking space, ~~and failure to, and~~ Failure to set any applicable the timing mechanism in operation when so required, shall constitute a violation of this section.

(2) Upon the deposit of such coin (and the setting of the timing mechanism in operation, when so required) the parking space may be lawfully occupied by such vehicle during the period of time which has been prescribed for the part of the street in which said parking space is located; provided, that any person placing a vehicle in a parking meter space adjacent to a mechanical or electronic device, meter, or pay-by-phone parking system, which indicates that unused time has been left in the meter by the previous occupant of the space shall not be required to pay for parking in said parking space for so long as his occupancy of said space does not exceed the indicated unused parking time. If said vehicle shall remain parked in any such parking space beyond the parking time limit set for such parking space, and if the parking meter shall indicate such illegal parking, then, and in that event, such vehicle shall be considered as parking overtime and beyond the period of legal parking time. Parking of such vehicle in the aforesaid instance shall be deemed a violation of this section.

(e) *Cost; acceptable coins; hours of operation.*

(1) The cost of parking or standing a vehicle in a parking meter space located in the parking zone shall be as established from time to time by resolution.

a. Zone 1. Minimum \$3.50 ~~\$2.50~~ per hour or a fraction thereof.

b. Zone 2. Minimum \$3.50 ~~\$2.50~~ per hour or a fraction thereof.

- c. Zone 3. Minimum \$3.50 ~~\$2.50~~ per hour or a fraction thereof.
- d. Zone 4. Minimum \$3.50 ~~\$2.50~~ per hour or a fraction thereof.
- e. Zone 5. Minimum \$3.50 ~~\$2.50~~ per hour or a fraction thereof.

Parking rates in all or parts of any of the aforementioned zones may be increased from time to time by resolution of the town council.

(3) The parking meters shall be operated in the parking meter zones every day including Sundays and holidays as follows:

a. Zone 1. Between the hours of 6:00 a.m. and 9:00 p.m. for town council declared special events and for occasions authorized by the town manager the parking time shall be extended to 11:00 p.m. for those portions of the zone as set by the town manager.

b. Zone 2. Between the hours of 6:00 a.m. and 1:30 a.m. the next day.

c. Zone 3. Between the hours of 6:00 a.m. and 1:30 a.m. the next day.

d. Zone 4. Between the hours of 6:00 a.m. and 1:30 a.m. the next day.

e. Zone 5. Between the hours of 6:00 a.m. and 9:00 p.m. for town council declared special events the parking time shall be extended to 11:00 p.m.

* * *

(j) *Parking permits; issuance; display; use agreements.*

(1) Nontransferable, except as stated in subsection (k) of this section, parking permits shall be issued by the town on a calendar year basis, expiring December 31 of the year issued for metered zones 1, 2, 3, 4 and 5. Display of such permit shall be by placing the permit on the rear of the vehicle, in a manner easily visible, as approved by the town manager in his reasonable discretion, shall constitute authorization by the town to park in the metered parking zone without complying with subsections (d), (e) and (f)(1) and (2) of this section.

(2) The town council may approve parking space use agreements with individuals or other legal entities for use of parking spaces within metered parking zones 3 and 4 for other than special events as defined in subsection (j)(3) of this section, provided that the town council finds that the application for the proposed parking space use agreement satisfies the following standards:

a. A demonstrated need for the use agreement is shown to exist by the applicant and other evidence presented;

b. The parking space use agreement will not be adverse to the public interest;

c. The number of parking spaces subject to a parking space use agreement shall not exceed the difference between the number of parking spaces a private property owner would be required by the town code to have to serve the property to be benefitted minus the number of off-street parking spaces available to serve the property to be benefitted by the parking space use agreement;

d. The agreement shall provide a license for an individual or legal entity, said individual or legal entity's invitees, to utilize a public parking space for motor vehicular or motorcycle parking. The individual or legal entity executing the parking space use agreement with the town shall be a licensee. The agreement shall not convey ownership or an easement interest in individual parking spaces, and the agreement shall be acceptable in form and substance to the town manager and town attorney;

e. Compensation. During the term of the parking space use agreement, compensation shall be paid by the licensee to the town for each hour between 6:00 a.m. and 1:30 a.m. of each day that the meters are subject to the parking space use agreement. Except as provided below, the ~~The~~ rate of compensation may shall be as periodically established by resolution of the town council:

1. Zone 3. Individual parking spaces may be utilized at a rate of \$60.00 per parking space per calendar year. Said amount may be prorated for use agreements covering partial years provided the partial year is added to the following calendar year. Effective with regard to any parking space use agreement entered into, extended, or renewed after October 11, 2023, the foregoing rate shall be \$71.00 per parking space per calendar year.

2. Zone 4. Minimum \$2.50 per hour or a fraction thereof. Effective with regard to any parking space use agreement entered into, extended, or renewed after October 11, 2023, the foregoing rate shall be \$3.00 per parking space per calendar year.

f. The licensee shall properly maintain the parking spaces subject to the parking space use agreement. For the purposes of this provision, the term "maintenance" includes keeping all of the parking spaces subject to the agreement clean, free of litter, debris, branches, tree limbs, brush, grass, trash, junk, refuse, inoperative motor vehicles, junk cars and complying with the standards established in the town code, from time to time, for maintenance of private properties;

g. The parking space use agreement shall provide that it may be canceled at any time for failure of the licensee to adhere to the provisions of said use agreement, or the need to make a public use of the area included within the parking spaces, all as reasonably determined by the town, or upon a valid public need of the town for the parking spaces. Upon cancellation, the licensee shall have liability for compensation only until the date of cancellation;

h. The licensee shall indemnify and save harmless the town from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of every kind and nature arising of or in any way connected with the licensee's negligent or other use, occupation, management or control of the parking spaces subject to the use agreement. The licensee will, at its own cost and expense, defend any and all claims against the town, or in which the town may be impleaded with others in any such action or proceeding arising out of such use or occupancy. The licensee shall agree to satisfy, pay and discharge any and all judgments, orders and decrees that may be entered against the town in any such action or proceeding to which the town may be a party and the licensee shall be liable;

i. The agreement shall have a duration not to exceed two years;

j. i. Insurance.

i. The licensee shall continuously provide and maintain at all times during the term of the parking space use agreement, without cost or expense to the town, policies of insurance, including public liability and property damage policies in the amount of \$1,000,000.00 single limit liability insuring the licensee and the town, as an additional insured, against any and all claims, demands, action and causes of action whatsoever for injuries received and damage to the parking spaces or other property in connection with the use or occupancy of the parking spaces subject to the use agreement.

ii. All insurance shall be occurrence based and shall not be "claims made" policies of insurance, shall not have a deductible of more than \$5,000,

shall be with an insurance company licensed by the State of Florida Insurance Commissioner, or said Commissioner's successor, to issue the policy presented, issued by a company having an A.M. Best's Rating Guide financial strength rating of A or better and a financial size category of VII or better. In the event that A.M. Best's Rating Guide is discontinued, the town and the licensee shall amend this agreement to provide a successor rating service and ratings, which in the town's judgment is similar to what is required by the parking space use agreement. All insurance shall be issued by a standard insurance company licensed to do business in the state by the state insurance commissioner, of a type and grade acceptable to the town manager/town attorney and shall provide for reasonable notice to the town prior to cancellation or non-renewal.

iii. The licensee shall be solely responsible for all deductibles which shall be paid upon demand by the town, and the failure to immediately pay said deductible upon demand by the town which may result in the town having to pay the deductible shall bear interest payable by the licensee to the town at the then highest rate of interest. All insurance to be obtained will name the licensee and the town, as their respective names may appear, and will require the insurer to give written notice of any cancellation or change to be sent to both the licensee and the town at least thirty (30) days prior to cancellation, termination, or material change.

iv. The terms and conditions of all policies may not be less restrictive than those contained in the most recent edition of the policy forms, as revised from time to time, issued by the Insurance Services Office (ISO) or the National Council on Compensation Insurance (NCCI). If ISO or NCCI issues new policy forms during the policy term of the required insurance, the licensee will not be required to comply with the new policy forms until the expiration date of the insurance policy affected by the change. The licensee will ensure that each insurance policy obtained by it provides that the insurance company waives all right of recovery by way of subrogation against the town in connection with any damage covered by any policy.

v. The licensee shall promptly supply the town with proof of insurance. Satisfactory proof of insurance shall be either: (a) a copy of the declaration page certified by the insurer to the town designating the town as a "loss payee" or "additional insured" as appropriate; or (b) a certified copy of the actual insurance policy. The Town, at its sole option, may from time to time request a certified (by the insurer) copy of any or all insurance policies required by the parking space use agreement. The licensee, in the manner provided in the parking space use agreement for giving notice, shall forward to the town any of the instruments required hereunder within thirty (30) days of request by the Town or, on a yearly basis, not later than the effective date of any policy or policy renewal. Use of a certificate of insurance shall *not* be acceptable proof that the insurance is in force. If the licensee does not furnish proof of insurance as set forth in this section within thirty (30) days of the receipt of a request therefore from the town or on a yearly basis, or if the licensee fails to at all times maintain adequate insurance as required

herein, the town may, but shall not be obligated to, obtain insurance to satisfy this provision. In such event, the town shall invoice the licensee for the costs and premiums attributable to such insurance at the then highest rate of interest, and the licensee shall pay to the town, within thirty (30) days after the dispatch of the invoice, all such insurance costs and premiums;

j. ~~The agreement shall have a duration not to exceed two years;~~

k. The licensee shall pay all costs of recording the agreement in the public records of the county; and

l. The parking spaces subject to a use agreement must specifically and directly serve an operating business in the town.

(3) The town council may approve parking space use agreements for special events with individuals or other legal entities for use of parking spaces within the metered parking zone; provided that the town council finds that the application for and proposed parking space use agreement satisfies the standards set forth in this subsection. The term "special event" means including, but not limited to, the following: temporary events such as art shows, or events coinciding with recognized town holidays. The standards include:

a. A demonstrated need for the use agreement is shown to exist by the applicant and other evidence presented;

b. The parking space use agreement will not be adverse to the public interest;

c. The agreement shall provide a license for an individual or legal entity, or said individual or legal entity's invitees, to utilize a public parking space for motor vehicular or motorcycle parking. The individual or legal entity executing the parking space use agreement with the town shall be a licensee. The agreement shall not convey ownership or an easement interest in individual parking spaces, and the agreement shall be acceptable in form and substance to the town manager and town attorney;

d. Compensation. During the term of the parking space use agreement, compensation shall be paid by the licensee to the town for each hour, or a fraction thereof, of each day that the town code requires parking meters to be operated in the portion of the metered parking zone in which the parking spaces subject to the parking space use agreement are located. The rate of compensation shall be paid to the town at a rate of \$0.50 per hour per parking space;

e. The licensee shall properly maintain the parking spaces subject to the parking space use agreement. For the purposes of this provision, the term "maintenance" shall include keeping all of the parking spaces subject to the agreement clean, free of litter, debris, branches, tree limbs, brush, grass, trash, junk, refuse, inoperative motor vehicles, junk cars and complying with the standards established in the town code, from time to time, for maintenance of private properties;

f. The parking space use agreement shall provide that it may be canceled at any time for failure of the licensee to adhere to the provisions of said use agreement, or the need to make a public use of the area included within the parking spaces, all as reasonably determined by the town. Upon cancellation, the licensee shall have liability for compensation only until the date of cancellation;

g. The licensee shall indemnify and save harmless the town from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of every kind and nature arising of or in any way connected with the licensee's negligent or other use, occupation, management or control of the parking spaces subject to the use agreement. The licensee will at its own cost and expense, defend any and all claims against the town, or in which the town may be impleaded with others in any such action or proceeding arising out of such use or occupancy. The licensee shall agree to satisfy, pay and discharge any and all judgments, orders and decrees that may be entered against the town in any such action or proceeding to which the town may be a party and the licensee shall be liable;

h. The licensee shall continuously provide and maintain at all times during the term of the parking space use agreement, without cost or expense to the town, policies of insurance, including public liability and property damage policies in the amount of \$1,000,000.00 single limit liability insuring the licensee and the town as an additional insured, against any and all claims, demands, action and causes of action whatsoever for injuries received and damage to the parking spaces or other property in connection with the use or occupancy of the parking spaces subject to the use agreement. Said insurance and licensing agreement provisions shall include and be consistent with the requirements of s. 32-32(j)(2)j. of this code ~~All insurance shall be issued by a standard insurance company licensed to do business in the state by the state insurance commissioner, of a type and grade acceptable to the town manager/town attorney and shall provide for reasonable notice to the town prior to cancellation or non-renewal. The licensee shall promptly supply the town with proof of insurance; and~~

i. The parking spaces subject to a use agreement must serve and benefit a special event actively being held within the town.

(k) *Establishment of annual fee and discount for parking permit; limitations generally.*

(1) The town council, from time to time, may establish by resolution the price for an annual fee for a parking permit. Said annual fee schedule may include a discount schedule for permits purchased after a certain date. Annual permits may be issued for parking in metered zones 1, 2, 3, 4 and 5.

a. Members of town boards and committees, the town attorney, and councilmembers: two permits per household for free, except in zone 2;

b. Full-time and regular part-time employees of the town: one permit per employee free;

c. Town residents and non-residents of the town: minimum of \$40.00 per calendar year;

d. Permits issued after May 31st for town residents and non-residents: minimum of \$30.00 for the remainder of the calendar year.

(2) Town residents may be issued separate permits for each individual car owned by them or resident members of their family. A business physically located and operating in the town contiguous with parking zones 3 and 4 and non-residents of the town may obtain not more than one (1) permit at any one time. Should a permit holder wish to transfer a permit to a different vehicle, this transfer may be accomplished by returning the originally issued permit to town hall to be destroyed, revoked and exchanged for another permit.

SECTION 3. 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 additions to existing text, and stricken through words include deletions from existing text. Asterisks (* * * *) indicate a deletion from the Ordinance of text, which exists in the Code of Ordinances. It is intended that the text in the Code of Ordinances denoted by the asterisks and not set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

PASSED by the Town Council of the Town of Indialantic on first reading on the 13th day of September, 2023, and ADOPTED by the Town Council of the Town of Indialantic, Florida on final reading on the 11th day of October, 2023.

TOWN OF INDIALANTIC



Mark McDermott, Mayor

ATTEST: 

Mollie Carr, Town Clerk

