



REGULAR TOWN COUNCIL MEETING

Monday, January 8, 2024 at 7:30 pm

1. CALL TO ORDER, PRAYER AND PLEDGE
2. ROLL CALL
3. APPROVAL OF AGENDA - ADDITIONS/DELETIONS/CHANGES
4. CONSENT AGENDA

- a. Approve Minutes of 12/04/2023 RTCM

Exhibit: Agenda Report Number 4.a.

Attachments:

- **Agenda Report Number 4.a.** (Agenda_Report_Number_4.a.pdf)

5. ATTORNEY REPORT
6. BCSO REPORT
7. BOARD / COMMITTEE REPORTS

- a. T&G Committee

Exhibit: Agenda Report Number 7.a.

Attachments:

- **Agenda Report Number 7.a.** (Agenda_Report_Number_7.a..pdf)

- b. Park & Recreation Board

Exhibit: Agenda Report Number 7.b.

Attachments:

- **Agenda Report Number 7.b.** (Agenda_Report_Number_7.b..pdf)

- c. Planning & Zoning Board

Exhibit: Agenda Report Number 7.c.

Attachments:

- **Agenda Report Number 7.c.** (Agenda_Report_Number_7.c..pdf)

8. STAFF REPORTS

- a. Manager

Exhibit: Agenda Report Number 8.a.

Attachments:

- **Agenda Report Number 8.a.** (Agenda_Report_Number_8.a..pdf)

b. Clerk

9. PUBLIC COMMENTS

Comments at this point may address items NOT on the Agenda. Comments related to subsequent Agenda Items may be made as those items come up. Public comments do not require a Council response. (Speaker Card is Required)

Five (5) Minute Limit per Speaker

10. PUBLIC HEARINGS / SPECIAL ORDERS : 0

11. UNFINISHED BUSINESS/GENERAL ORDERS MAY INCLUDE ITEMS DIRECTLY RELATED TO RESIDENTS PRESENT AT MEETING

(RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)

12. ACTION ITEMS

ORDINANCES: 0

RESOLUTIONS: 0

MISCELLANEOUS: 6

a. Treasurer Position– Top Ranked Applicant

Exhibit: Agenda Report Number 12.a.

Attachments:

- **Agenda Report Number 12.a.** (Agenda_Report_Number_12.a..pdf)

b. Select Representative to the TPO/TAC Board for 2024, and TPO Update

Exhibit: Agenda Report Number 12.b.

Attachments:

- **Agenda Report Number 12.b.** (Agenda_Report_Number_12.b..pdf)

c. Procurement, Other Agency Contract - Court Resurfacing

Exhibit: Agenda Report Number 12.c.

Attachments:

- **Agenda Report Number 12.c.** (Agenda_Report_Number_12.c..pdf)

d. Procurement – iWorQ Stormwater Management Software

Exhibit: Agenda Report Number 12.d.

Attachments:

- **Agenda Report Number 12.d.** (Agenda_Report_Number_12.d..pdf)

e. Dana Investments – Debt Service Proposal

Exhibit: Agenda Report Number 12.e.

Attachments:

- **Agenda Report Number 12.e.** (Agenda_Report_Number_12.e..pdf)

f. Cancel Second RTCM of January 2024

Exhibit: Agenda Report Number 12.f.

Attachments:

- **Agenda Report Number 12.f.** (Agenda_Report_Number_12.f..pdf)

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

13. DISCUSSION/POSSIBLE ACTION: 1

a. Continued Discussion of Board Appointments and Viability

Exhibit: Agenda Report Number 13.a.

Attachments:

- **Agenda Report Number 13.a.** (Agenda_Report_Number_13.a..pdf)

14. PUBLIC COMMENTS

General Items (Speaker Card Required)

15. REPORTS - MAYOR AND COUNCIL MEMBERS

16. ANNOUNCEMENTS

(2) Vacancies on the Trails and Greenways Committee; (3) Vacancies on the Parks and Recreation Board, (1) Vacancy on the Planning and Zoning Board; and (1) Vacancy on the Board of Adjustment.

17. ADJOURNMENT

If an individual decides to appeal any decision made by this board with respect to any matter considered at this meeting, a verbatim transcript may be required, and the individual may need to ensure that a verbatim transcript of the proceedings is made (Florida Statute 286.0105).

The Town does not provide this service. In compliance with F.S. 86.26 and the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the Town's ADA Coordinator at 321-727-7764 at least 48 hours in advance of this meeting.

TOWN OF MALABAR

Regular Town Council Meeting

AGENDA ITEM NO: 4.a.
Meeting Date: January 8th, 2024

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Approve Minutes of 12/04/2023 RTCM Minutes

BACKGROUND/HISTORY:

Summary of actions at Town Council Meetings

ATTACHMENTS:

- Draft Minutes of the RTCM of 12/04/2023

ACTION OPTIONS:

Review

**MALABAR TOWN COUNCIL
REGULAR MEETING MINUTES
December 04th, 2023, 7:30 PM**

This meeting of the Malabar Town Council was held at Town Hall at 2725 Malabar Road.

1. CALL TO ORDER:

Council Chair Mayor Patrick T. Reilly called meeting to order at 7:30 pm. CM Vail led P&P.

2. ROLL CALL:

CHAIR:

MAYOR PATRICK T. REILLY

VICE CHAIR:

DAVID SCARDINO

COUNCIL MEMBERS:

MARISA ACQUAVIVA

BRIAN VAIL

JIM CLEVENGER

MARY HOFMEISTER

TOWN ATTORNEY:

KARL BOHNE

TOWN MANAGER:

LISA MORRELL

TOWN CLERK:

RICHARD KOHLER

3. APPROVAL OF AGENDA - ADDITIONS/DELETIONS/CHANGES: None

4. CONSENT AGENDA:

4.a. Approve Minutes of 11/20/2023 RTCM

Exhibit: Agenda Report Number 4.a.

4.b. Approve Minutes of 11/20/2023 Joint Council & Planning and Zoning Board Workshop

Exhibit: Agenda Report Number 4.b.

MOTION: CM Vail/CM Acquaviva to approve Consent Agenda as presented.

Vote: All Ayes (5-0).

5. ATTORNEY REPORT: Attorney Bohne stated he attended a final judgement hearing for the Grindley property. He is waiting on the final written ruling from the Judge. Mayor Reilly asks for an update on the Faber property. Attorney Bohne states the timeframe for the property owner to file ends on December 14th.

6. BCSO REPORT: Deputy Gish reported the October statistics. Almost all of their activity in Town was proactive, with only 2 property crimes and no violent crimes. CM Vail asks about vehicle burglaries and speeding on Weber Road. Deputy Gish states they are patrolling the area actively due to increased reports of reckless driving.

7. BOARD/COMMITTEE REPORTS:

7.a. Trails and Greenways Committee

Exhibit: Agenda Report Number 7.a.

7.b. Parks and Recreation Board

Exhibit: Agenda Report Number 7.b.

7.c. Planning and Zoning Board

Exhibit: None

Mayor Reilly states the Planning and Zoning Board has had a change in leadership, with Mr. Abare stepping down, and Mr. Dial is the new Chair. They will be reviewing 1.3.1 and connex box homes.

8. STAFF REPORTS:

8.a. Town Manager – TM Morrell began by informing Council of the letter sent to the Hall Road property owner. She also discussed the new slope mower, Building Department issues, and the positive work from the Executive Assistant to assist in covering the area. A new Building Department employee will be starting Wednesday, and maybe increasing the hours on site by CAP. New PW employee will also begin on Wednesday. ITB for Rocky Point repair has been uploaded to Demand Star, and there are currently 37 plan holders. We have contacted the road paving contractor. Staff will bring forward a short-term investment plan for the loan at an upcoming meeting. The playground received 3 loads of certified mulch. CM Scardino asks about using rubber mulch. TM Morrell states it is much more expensive, and with proper maintenance, it can be maintained with wood. We have received a lot of road grading requests in Town Hall. The Allen Street project will be progressing again, as we plan to buy preformed boxes. We have received several complaints from Kelly Lane about Stormwater. There are several road extension projects underway. The Fire Truck and Eschenberg Park deposits have been signed. The owner of the Cemetery on Railroad Ave has hired an attorney and requested a meeting about improving the area.

8.b. Town Clerk – Richard Kohler thanks Council and Staff for the successful Tree Lighting, and reiterated TM Morrell's comments about the new employees fitting in well and being valued assets to the Town.

9. PUBLIC COMMENTS: Comments at this point may address items NOT on the Agenda. Comments related to subsequent Agenda Items may be made as those items come up. Public comments do not require a Council response. (Speaker Card is Required) – None

10. PUBLIC HEARINGS/SPECIAL ORDERS: 8

10.a. SECOND READING - Limited Manufacturing Activities (Ordinance 2023-01)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING ARTICLE II, SECTION 1-2.6, SUBSECTION (C) TO INCLUDE NEW SUBSECTIONS (9) AND (10); AMENDING ARTICLE II, SECTION 1-2.6 SUBSECTION (C) TO RENUMBER SUBSECTIONS (9) THROUGH (20) AS SUBSECTIONS (11) THROUGH (22); AMENDING ARTICLE III, SECTION 1-3.2, TABLE 1-3.2 TO INCLUDE NEW CONDITIONAL USES; AMENDING ARTICLE VI, SECTION 1-6.1, TABLE 1-6.1(B) TO INCLUDE NEW TYPES OF CONDITIONAL LAND USES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.a.

Ordinance read by title only.

PUBLIC HEARING OPENED.

PUBLIC HEARING CLOSED.

Staff Comments: Clerk states the grammatical error noted by Mayor Reilly during the First Reading has been corrected. Otherwise, this is the same language as the First Reading.

MOTION: CM Acquaviva/CM Scardino to approve the Final Reading of Ordinance 2023-01.

Discussion: None.

ROLL CALL VOTE: CM Vail, Aye; CM Clevenger, Aye; CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, Aye. Motion Carries 5-0.

10.b. SECOND READING – R/LC Code Change (Ordinance 2023-02)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING THE TOWN'S LAND DEVELOPMENT CODE; AMENDING ARTICLE III, DISTRICT PROVISIONS; AMENDING SECTION 1-3.1, PURPOSE AND INTENT OF DISTRICTS; AMENDING SUBSECTION

“O” R/LC (RESIDENTIAL/LIMITED COMMERCIAL) TO INCLUDE ADDITIONAL LANGUAGE AND TABLE 1-3.1; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.b.

Ordinance read by title only.

PUBLIC HEARING OPENED.

Barbara Cameron, Hall Road, asks what property this is for? Staff states it is for all R/LC properties in Town.

PUBLIC HEARING CLOSED.

Staff Comments: Clerk states that staff has added one sentence to clarify the maximum density of the zoning district. Otherwise, this is the same language as the First Reading.

MOTION: CM Vail/CM Scardino to approve the Final Reading of Ordinance 2023-02.

Discussion:

ROLL CALL VOTE: CM Clevenger, Aye; CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, Aye; CM Vail, Aye. Motion Carries 5-0.

10.c. SECOND READING - Conditional and Exceptional Uses (Ordinance 2023-03)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING THE TOWN'S LAND DEVELOPMENT CODE; AMENDING ARTICLE VI, CONDITIONAL USE AND SPECIAL EXCEPTION USE CRITERIA; AMENDING SECTION 1-6.1, SUBSECTION A, INTENT AND PURPOSE; AMENDING SECTION 1-6.1, SUBSECTION B, CONDITIONAL USE AND SPECIAL EXCEPTION USE CRITERIA; AND AMENDING TABLE 1-6.1(B) – CONDITIONAL LAND USE REQUIREMENTS; ADDING CRITERIA FOR FUNERAL HOMES AND MINI WAREHOUSE/STORAGE; REMOVING REFERENCES TO TRADE AND SKILLED SERVICES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.c.

Ordinance read by title only.

PUBLIC HEARING OPENED.

PUBLIC HEARING CLOSED.

Staff Comments: Clerk Kohler states there are no changes from the First Reading.

MOTION: CM Scardino/CM Vail to approve the Final Reading of Ordinance 2023-03.

Discussion: None

ROLL CALL VOTE: CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, Aye; CM Vail, Aye; CM Clevenger, Aye. Motion Carries 5-0.

10.d. SECOND READING - Small Scale Comprehensive Plan Amendment Changing the Future Land Use Map designation from Residential/Limited Commercial (R/LC) to Commercial General (CG) for the 2.54 acre Parcel 28-38-31-54-D-4 (Ordinance 2023-06)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT CHANGING THE FUTURE LAND USE DESIGNATION OF THE PROPERTY DESCRIBED HEREIN FROM RESIDENTIAL/LIMITED COMMERCIAL (R/LC) TO COMMERCIAL GENERAL (CG) FOR THE 2.54 ACRE (+/-) PROPERTY WITH THE FORMER PARCEL ID'S OF 28-38-31-54-D-4 AND 28-38-31-54-D-6, WHICH HAS BEEN JOINED INTO ONE PARCEL WITH THE PARCEL ID OF 28-38-31-54-D-4; PROVIDING FOR AMENDMENT TO THE OFFICIAL TOWN LAND USE MAPS; PROVIDING FOR INCORPORATION INTO THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF EXISTING ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.d.

Ordinance read by title only.

PUBLIC HEARING OPENED.

PUBLIC HEARING CLOSED.

Staff Comments: Clerk Kohler states there are no changes from the first reading.

MOTION: CM Hofmeister/CM Vail to approve the Final Reading of Ordinance 2023-06.

Discussion: None.

ROLL CALL VOTE: CM Hofmeister, Aye; CM Acquaviva, Aye; CM Vail, Aye; CM Clevenger, Aye; CM Scardino, Aye. Motion Carries 5-0.

10.e. SECOND READING - Amending the Town Zoning Map designation from Residential/Limited Commercial (R/LC) to Commercial General (CG) for the 2.54 acre Parcel of 28-38-31-54-D-4 (Ordinance 2023-07)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING THE TOWN ZONING MAP FOR THE 2.54 ACRE (+/-) PROPERTY WITH THE FORMER PARCEL ID'S OF 28-38-31-54-D-4 AND 28-38-31-54-D-6, WHICH HAS BEEN JOINED INTO ONE PARCEL WITH THE PARCEL ID OF 28-38-31-54-D-4 MALABAR, FLORIDA, FROM RESIDENTIAL/LIMITED COMMERCIAL (R/LC) TO COMMERCIAL GENERAL (CG); PROVIDING FOR AMENDMENT TO THE OFFICIAL TOWN ZONING MAPS; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.e.

Ordinance read by title only.

PUBLIC HEARING OPENED.

PUBLIC HEARING CLOSED.

Staff Comments: Clerk Kohler states there are no changes from the First Reading.

MOTION: CM Hofmeister/CM Vail to approve the Final Reading of Ordinance 2023-07.

Discussion: None

ROLL CALL VOTE: CM Acquaviva, Aye; CM Vail, Aye; CM Clevenger, Aye; CM Scardino, Aye; CM Hofmeister, Aye. Motion Carries 5-0.

10.f. SECOND READING - Small Scale Comprehensive Plan Amendment Changing the Future Land Use Map designation from Residential/Limited Commercial (R/LC) to Commercial General (CG) for the 2.26 acre Parcels 28-38-31-00-253 and 28-38-31-00-255 or 1080 Highway 1 in Malabar, Florida. (Ordinance 2023-08)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT CHANGING THE FUTURE LAND USE DESIGNATION OF THE PROPERTY DESCRIBED HEREIN FROM RESIDENTIAL/LIMITED COMMERCIAL (R/LC) TO COMMERCIAL GENERAL (CG) FOR THE 2.26 ACRE (+/-) PROPERTIES OF 1080 HIGHWAY 1 IN TOWNSHIP 28, RANGE 38, SECTION 31, SUBDIVISION 00, LOTS 253 AND 255, MALABAR, FLORIDA; PROVIDING FOR AMENDMENT TO THE OFFICIAL TOWN LAND USE MAPS; PROVIDING FOR INCORPERATION INTO THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF EXISTING ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.f.

Ordinance read by title only.

PUBLIC HEARING OPENED.

PUBLIC HEARING CLOSED.

Staff Comments: Clerk Kohler states this request is for 2 parcels, not one as discussed at the last meeting. The total area of the request was correct, but lot 255 was not included. The issue has been corrected.

MOTION: CM Vail/CM Clevenger to approve the Final Reading of Ordinance 2023-08.

Discussion: None

ROLL CALL VOTE: CM Vail, Aye; CM Clevenger, Aye; CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, Aye. Motion Carries 5-0.

10.g. SECOND READING - Amending the Town Zoning Map designation from Residential/Limited Commercial (R/LC) to Commercial General (CG) for the 2.26 acre Parcels 28-38-31-00-253 and 28-38-31-00-255, or 1080 Highway 1 in Malabar, Florida. (Ordinance 2023-09)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR THE 2.26 ACRE (+/-) PROPERTIES OF 1080 HIGHWAY 1 IN TOWNSHIP 28, RANGE 38, SECTION 31, SUBDIVISION 00, LOTS 253 AND 255, MALABAR, FLORIDA, FROM RESIDENTIAL/LIMITED COMMERCIAL (R/LC) TO COMMERCIAL GENERAL (CG); PROVIDING FOR AMENDMENT TO THE OFFICIAL TOWN ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.g.

Ordinance read by title only.

PUBLIC HEARING OPENED.

PUBLIC HEARING CLOSED.

Staff Comments: Clerk Kohler states as with the previous Ordinance, this has been corrected to reflect the two parcels requested.

MOTION: CM Clevenger/CM Acquaviva to approve the Final Reading of Ordinance 2023-09.

Discussion: None

ROLL CALL VOTE: CM Clevenger, Aye; CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, Aye; CM Vail, Aye. Motion Carries 5-0.

10.f. SECOND READING - Fiscal Year 2022/2023 Budget Amendment (Ordinance 2023-10)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PERTAINING TO A BUDGET AMENDMENT IN THE FISCAL YEAR 2022/2023 TO PROVIDE FOR ACTUAL REVENUES RECEIVED; PROVIDING FOR THE UNSPENT BUDGETED FUNDS DUE TO REDUCED EXPENDITURES; PROVIDING DIRECTION TO REALLOCATE SUCH EXCESS FUNDS TO DESIGNATED RESTRICTED RESERVES FOR THE BUILDING DEPARTMENT, PARKS AND RECREATION, AND THE STATE & LOCAL FISCAL RECOVERY FUND; PROVIDING THE SHIFTING OF UNSPENT MONIES BETWEEN DEPARTMENTS TO BALANCE THE EXPENDITURES; PROVIDING REMAINING EXCESS FUNDS TO RESERVES ON DEPOSIT; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.f.

Ordinance read by title only.

PUBLIC HEARING OPENED.

PUBLIC HEARING CLOSED.

Staff Comments: Clerk Kohler states there are no changes from the First Reading.

MOTION: CM Vail/CM Scardino to approve the Final Reading of Ordinance 2023-10.

Discussion: None

ROLL CALL VOTE: CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, Aye; CM Vail, Aye; CM Clevenger, Aye. Motion Carries 5-0.

11. UNFINISHED BUSINESS/GENERAL ORDERS MAY INCLUDE ITEMS DIRECTLY RELATED TO TOWN APPOINTED BOARDS/COMMITTEES: 0

12. ACTION ITEMS:

ORDINANCES for FIRST READING: 0

RESOLUTIONS: 0

MISCELLANEOUS: 3

12.a. Approve RTCM and Holiday Schedule for 2023/2024.

Exhibit: Agenda Report Number 12.a.

Staff: Clerk Kohler states that Staff has prepared the holiday list and RTCM schedule for 2024. Of note, January meetings are recommended to move to the second and, if needed, fourth Monday of the month to avoid meetings on New Years Day and MLK Jr. Day. Also, President's Day is not included in the Town Employee Handbook as an approved holiday. If Council wishes, it can be included as a paid holiday off for all departments. Also of note is Independence Day. This year, it falls on a Thursday. Staff would like to request that Friday July 5th be observed instead of the 4th.

MOTION: CM Vail/CM Hofmeister to approve the RTCM and Holiday Schedule as presented by Staff.

Discussion: Attorney Bohne states he will be unavailable for the January meetings as presented. Mayor Reilly states to have a light meeting on the 8th. Final decision is to have President's Day a work day, and holiday on July 4th. TM Morrell states the Employee Handbook is under review.

VOTE: All Ayes (5-0)

12.b. Cancel December 18th, 2023 RTCM.

Exhibit: Agenda Report Number 12.b.

Staff: Clerk Kohler states that Council traditionally considers the need for the 2nd meeting in December. Staff currently has no pressing business scheduled for that meeting date.

MOTION: CM Hofmeister/CM Scardino to cancel the December 18th, 2023, RTCM.

Discussion: None

VOTE: All Ayes (5-0)

12.c. Treasurer Applications

Exhibit: Agenda Report Number 12.c.

Discussion: TM Morrell states she has received 2 additional applications since the last RTCM. She feels all 3 are qualified and should be interviewed. She has spoken to all 3 and previously interviewed one for the Executive Assistant position. CM Scardino and TM Morrell are scheduled to interview the 1st at 9 AM on 12/06. Mayor asks if Council wishes to interview the other two candidates. Consensus is to interview all candidates. Mayor asks if anyone else wants to interview. CM Acquaviva states she is willing to assist. CM Hofmeister states she is willing to as well. CM Acquaviva states she feels having one CM interview all candidates would be beneficial and suggests CM Scardino do all of the interviews. CM Scardino states time is of the essence, and he is looking forward to the process. CM Vail asks if the Town has a policy for medical marijuana. TM Morrell states the Town Handbook does not. Mayor Reilly states he would like to have all interviews done this month, and a recommendation prepared for the first meeting in January.

13. DISCUSSION/POSSIBLE ACTION: 0

14. PUBLIC COMMENTS: General Items (Speaker Card Required)

15. REPORTS – MAYOR AND COUNCIL MEMBERS

CM Acquaviva: None

CM Vail: None

CM Clevenger: None

CM Scardino: None

CM Hofmeister: None

Mayor Reilly: Thanked everyone for a year of hard work.

16. **ANNOUNCEMENTS:** (2) Vacancy on the Planning & Zoning Board; (3) Vacancies on the Parks and Recreation Board; (1) Vacancy on the Board of Adjustment; (1) Vacancy on the Trails and Greenways Committee.
17. **ADJOURNMENT:** There being no further business to discuss and without objection, the meeting was adjourned at 8:23 P.M.

BY: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

Richard W. Kohler
Town Clerk

Date Approved: _____

DRAFT

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 7.a

Meeting Date: January 8th, 2024

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Trails and Greenways Committee Report

BACKGROUND/HISTORY:

At the 12/11/2023 Trails and Greenways Committee Meeting, the Committee discussed current trail and firebreak conditions, The Cameron Preserve, Eagles Nest Trailhead, the South Brevard Linear Trail Project, and a potential RTP Grant for the Briar Creek Blvd Underpass Trail.

ATTACHMENTS:

- None

ACTION:

- Approve.

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: **7.b**

Meeting Date: January 8th, 2024

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Parks and Recreation Board Report

BACKGROUND/HISTORY:

At the 12/20/2023 Parks and Recreation Board Meeting, the Board continued their discussion of future Town Events. The Board agreed to host a Trunk'or'Treat in 2024, with a tentative date of October 19th. The Board also indicated that they hope to plan a larger SpringFest Event in 2025.

ATTACHMENTS:

- None

ACTION:

- Approve.

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 7.C
Meeting Date: January 8th, 2024

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Planning and Zoning Board Update

BACKGROUND/HISTORY:

The Planning and Zoning Board held a meeting on November 8th, 2023. Please see the attached Memo from Board Secretary Sherear for more information.

ATTACHMENTS:

- Memo 24-BDM-01

ACTION:

- None

TOWN OF MALABAR

MEMORANDUM

Date: January 3, 2024, 2024-BDM-01
To: Richard Kohler, Town Clerk & Town Council
From: Denine Sherear, Building Department Manager
Re: The Planning & Zoning (PZ) update Since November 8, 2023

The Planning and Zoning Board has “canceled” several meetings throughout the year. We had two board members that were up for renewal, Wayne Abare and Liz Ritter, and both had agreed to continue on the Board. At the last-minute Wayne Abare resigned from his position on the Board. The new Chair is Doug Dial and Vice Chair is Liz Ritter.

- The Action Item discussed at this meeting was in the Land Development Code, Table 1-3.3(A) the last column concerning water and density issues. This needs to be re added to the Table. The mayor believes it was a codification error on a revision done in the past. The PZ Board agrees unanimously to have this added back to table 1-3.3(A).

- The board also discussed only having one (1) meeting a month. That would be the second Wednesday of each month. If there is an emergency, then PZ could meet on the 4th Wednesday of the month. This was in agreement with the entire Board.



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron Desantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

January 3, 2024

Lisa Morrell, Town Manager
Town of Malabar
2725 Malabar Rd
Malabar, FL 32950
lmorrell@townofmalabar.org

Re: Compliance Assistance Offer Closure
Town of Malabar Municipal Separate Storm Sewer System (MS4)
FLR04E050-004
Brevard County

Dear Lisa Morrell:

Department personnel conducted a file review of the above-referenced permit on December 8, 2023. Based on the information received in response to the Compliance Assistance Offer Letter (CAOL) dated December 28, 2023, Town of Malabar was determined to be in compliance with the Department's rules and regulations.

Please ensure all procedures that are in place are being properly documented and tracked for future audits/reports.

The Department appreciates your compliance efforts. Should you have any questions or comments, please contact Kristie Beeman at 850-245-8667 or by e-mail at Kristie.Beeman@FloridaDEP.gov.

Sincerely,

A handwritten signature in cursive script that reads "Kristie Beeman".

Kristie Beeman
NPDES Stormwater Program

Cc: Carolina Alvarez, Brevard County



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron Desantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

January 3, 2024

Lisa Morrell, Town Manager
Town of Malabar
2725 Malabar Rd
Malabar, FL 32950
lmorrell@townofmalabar.org

Subject: Cycle 4 Year 4 Annual Report Review - Complete
Town of Malabar Municipal Separate Storm Sewer System (MS4)
FLR04E050-004

Dear Lisa Morrell:

Thank you for your response submitted on December 28, 2023 to the Department's Annual Report Review dated December 8, 2023 regarding the above referenced annual report required under the *Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems*. The purpose of this letter is to inform you that the report is considered administratively complete pursuant to Part VII.C of the permit.

Please ensure that all procedures are being properly implemented and documented for future reporting.

If you have any questions, please contact Kristie Beeman at 850-245-8667, Kristie.Beeman@FloridaDEP.gov or Michelle Bull at 850-245-7561, Michelle.Bull@FloridaDEP.gov.

If you have any questions, please contact

Sincerely,

A handwritten signature in cursive script that reads "Kristie Beeman".

Kristie Beeman
NPDES Stormwater Program

Cc: Carolina Alvarez, Brevard County

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 12.a.
Meeting Date January 8, 2024

Prepared By: Lisa Morrell, Town Manager
Through Lauren Hamilton, Administrative Executive Assistant

SUBJECT: Treasurer Position– Top Ranked Applicant

BACKGROUND/HISTORY:

The Town Council directed staff to post the vacated position of Treasurer; the position was published on: 11/08/2023 and closed on 11/30/2023. The Town received 4 applications and interviewed 3 applicants meeting the minimum qualifications. Interviews were held with council member participants and the Town Manager, Lisa Morrell, using a template of 18 predefined questions for each application, of which 12 were scored by each interview panelist.

The tabulation average of scores for each candidate resulted as follows:

Elaine Miranda, 38
Makayla Austin, 49
Ashley Dempsey, 41

Overall, all three candidates interviewed were qualified, interested in joining the Town of Malabar with dedication and enthusiasm; and I enjoyed each interview and the process. Staff is recommending Makayla Austin, as the top-ranked candidate by tabulation of interview score with a bachelor's degree, experience in human resource compliance, and demonstrated levels of experience of payroll and accounting. Ms. Austin is a veteran of the United States Army.

ATTACHMENTS:

Draft Treasurer Employment Resolution & Contract Exhibits "A" & "B"

FINANCIAL IMPACT:

\$60,320 salary, a 3.5% annual increase, Regular Class Florida Retirement System 13.57%, 100% coverage of benefit elections, term of two years, severance of 2 months aggregate salary for termination without cause, 30 days' notice of resignation.

ACTION OPTIONS:

Motion to approve Town Treasurer top ranked candidate, Makayla Austin, as the Town Treasurer. Directing the Town Clerk, Town Manager, and/or Town Attorney to bring forth a final resolution and/or any amendments to comprise a final employment contract for the position at the next regularly scheduled town council meeting with an effective date.

RESOLUTION 01-2024

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF MAKAYLA AUSTIN AS THE TOWN TREASURER; PROVIDING FOR ADDITIONAL DUTIES; PROVIDING FOR A TERM; PROVIDING FOR REMUNERATION AND BENEFITS; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Malabar Town Council has determined the benefit of hiring Makayla Austin as the Treasurer of the Town for a two-year period beginning on _____, 2024; and

WHEREAS, Malabar Town Council has advised publishing the vacated position of Town Treasurer as of November 8, 2023. The position vacancy was posted for applications by qualified candidates, reviewed, interviewed, and selected Makayla Austin on December 15, 2023, to fulfill the vacancy; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, that:

Section 1. The Town Council of Malabar, Brevard County, Florida, hereby approves the appointment of Makayla Austin as the Town Treasurer to begin on _____, 2024, for two-years as described in Exhibit "A".

Section 2. The Town Council of Malabar, Brevard County, Florida, hereby authorizes and directs the contract for these services to be executed.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall take effect immediately upon adoption.

This Resolution was moved for adoption by Council Member _____. This motion was seconded by Council Member _____ and, upon being put to vote, the vote was as follows:

Council Member Marisa Acquaviva	_____
Council Member Brian Vail	_____
Council Member Jim Clevenger	_____
Council Member Dave Scardino	_____
Council Member Mary Hoffmeister	_____

This Resolution was then declared to be duly passed and adopted this ____ day of _____ 2024.

TOWN OF MALABAR

By: _____
Mayor Patrick T. Reilly, Council Chair

Richard W. Kohler,
Town Clerk

(seal)

Approved as to form and content:

Karl W. Bohne, Jr., Town Attorney

DRAFT

EMPLOYMENT AGREEMENT FOR TOWN TREASURER

THIS AGREEMENT made and entered into on the ___ day of _____, 2024, by and between the Town of Malabar, Florida, a municipal corporation of the State of Florida, Brevard County (hereafter the "Employer"), and Makayla Austin (hereafter the "Employee").

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Employee as Town Treasurer for an period of two (2) years beginning _____, 2024; and,

WHEREAS, it is the desire of the Town Council to provide certain salary and benefits, to establish certain expectations of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as Town Treasurer of the Town of Malabar.

ARTICLE I - Term of Employment

1.01 The Town employs Employee, and Employee has accepted employment with Town upon the conditions set forth herein for a two-year term beginning _____, 2024. As an Employee with the title of Town Treasurer, the employee shall accrue benefits under Article IV.

ARTICLE II - Employee's Duties

2.01 The Employee is hereby employed as the Town Treasurer of the Town of Malabar, Florida. The office of the Town Treasurer shall be headed by a Town Treasurer appointed by the Council. The Town Treasurer shall be under the administrative direction and control of the Town Council. The Town Treasurer is responsible for all activities related to the Town Council and all accounting and financial Management Functions. The town treasurer shall have such other duties as prescribed by town council by resolution, and all other duties at the request and under the direction of the Town Council or any member of the Town Council or the Mayor at the direction of the Town Council.

- Attach an Exhibit B: Town Treasurer Job Description, if desire
- List Any Specific Directives for achieve in contract if any

2.02 Employee agrees to perform these duties to the best of their ability, and to perform those duties in a manner consistent with the best interests of the Town and in a professional and ethical manner.

2.04 The Employee shall devote substantially all of their productive time, ability, and attention to the business of the Town, both during normal business hours and outside normal business hours as the business of the Town may require, such as attending Council, Board and Committee meetings. To that end, it is agreed, that as compensation for time spent on

Town business during non-business hours, the Employee shall be entitled to take compensatory time off as they shall deem appropriate during normal business hours within same pay period. This compensatory time off shall have no cash value as outlined in the Employee Manual. The employee shall not be involved in non-employee connected business for remuneration without approval of the Town Council.

ARTICLE III - Compensation

- 3.01 The Town agrees to pay Employee for their services rendered an annual base salary of \$60,320 payable in installments at the same time as other employees of the Town are paid. The Employee shall be required to maintain timekeeping activities for regular hours worked and use of vacation, sick, floating holiday, and compensatory time utilization for submission each pay period.
- 3.02 The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other financial benefits of Employee.
- 3.03 Increases to Section 3.01 shall include a 3.5% increase each year to account for inflation and cost of living increases. Any additional increases are at the discretion and authority of Town Council. Town Council may consider additional increases in accordance to approved merit or cost of living increase methods in accordance to general employees specifically not covered by a collective bargaining agreement.

ARTICLE IV - Employee Benefits

- 4.01 Employee shall be entitled to participate in any Employee benefit plan established by the Town. This includes Health, Dental, Vision insurance for family coverage paid 100% by the Town; a Life insurance policy equal to one time (1X) the annual wages; and Short-term and Long-term Leave provided to all full-time employees at Town's expense.
- 4.02 The Town agrees to pay the required contribution for Regular Class of the Employer portion for inclusion in the Florida Retirement System. The employee shall be required to pay the employee portion just as other Town employees.
- 4.03 Employee shall annually accrue sick leave on the basis and rate established in the Employment Manual to the corresponding years of service and maximum accrual cap. Employee may participate in any refunding program for sick leave offered to other employees.
- 4.04 Employee shall annually accrue vacation leave on the basis and rate established in the Employment Manual to the corresponding years of service and maximum accrual cap.
- 4.05 The Employee shall notice and obtain Town Council approval for all leaves of absence by the Employee. Extended leaves of absence of 5 consecutive days may require position duties to be delegate to a subordinate position to perform essential duties with additional compensation pursuant to the Employee Manual. Failure to notice a leave of absence and obtain authorization will terminate this agreement immediately as an act of wantful and willful derelict of duties and job abandonment.
- 4.06 The Town hereby agrees to budget for and to pay the travel and subsistence expenses for travel outside Brevard County of Employee for official travel, meetings, conferences and seminars to adequately pursue the necessary official and other functions for the Town, based on the miles recorded for Town business on a an Employer provided mileage log pursuant to the Town's Travel Policy for mileage, tolls, and per diem rates or as defined in Florida Statutes 112.012, whichever is more recent and updated. Historical travel and

training includes but not limited to the Annual Conferences of the Florida League of Cities, GFOA, FCCMA and such other national, regional, state and local government organization groups and committees thereof which Employee serves as a member.

- The Town also agrees to budget and to pay for the registration fees of Employee for short courses, institutes and seminars that are necessary for their professional development and for the good and the betterment of the Town.
- The Town shall pay 100% of the Employee's annual professional organizational dues.

4.07 The Town shall defend, save harmless and indemnify Employee *pursuant to F.S. 111.07 and 111.071*. The Town shall be required to provide independent legal representation at the Town's expense to the Employee for any matter for which this indemnity shall apply. Legal representation, provided by the Town for Employee, shall extend until a final determination of the legal action including any appellate proceedings. Employee recognizes that the Town shall have the right to compromise and settle any claim or suit. Such payments shall continue beyond Employee's service to the Employer as long as litigation is pending.

ARTICLE V - Termination, Severance Pay, and Suspension

5.01 In the event employment of Employee is terminated at the pleasure of the Town or for any reason other than those set forth in paragraph 5.02 of this article, the Employee shall receive a lump sum cash payment equal to two (2) months aggregate salary computed as of the time of termination. Employee shall also receive full reimbursement for unused vacation and accrued sick leave up to the caps provided in the Employee Manual.

5.02 In the event Employee is terminated for cause then the Town shall have no obligation to pay aggregate future salary but shall pay accumulated vacation above up to the caps provided in the Employee Manual. For purposes herein the Term "for cause" shall mean the grounds for removal from office in *F.S. 112.51*, misconduct as defined in *F.S. 443.036 (29)* and for misfeasance or malfeasance, or the conviction of any crime involving dishonesty, or the conviction of any crime designated as a felony under the laws of the jurisdiction imposing the penalty, breach of this Agreement, violation of the Town Charter, code of ordinances, resolutions and rules or employment policies of the town. For purposes of this section the term "conviction" shall mean a plea of no contest, a plea or adjudication of guilt or withholding guilt, or any plea involving entry into or participation in any diversion program. The Town Council may terminate the Employee without full pay and benefits at any time during the term of this Agreement based upon the grounds in this section, but only if after a public hearing a majority of the Council (3 members) votes to terminate Employee, "for cause", provided; however, that Employee shall have been given written notice setting forth any charges at least 10 days prior to such hearing.

5.03 In the event Employee voluntarily resigns their position with the Town, then Employee shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree. Employee will be entitled to full pay for all accumulated vacation and accrued sick leave at their then-current salary up to the caps as set forth in the Employee Manual. The employee shall be entitled to compensation for work performed before the effective date of their resignation.

5.04 Suspension: The Town Council may suspend the Employee without full pay and benefits at any time during the term of this Agreement, but only if after a public hearing a majority of the Council (3 members) votes to suspend Employee, "for cause", as defined

in section 5.02 above, provided; however, that Employee shall have been given written notice setting forth any charges at least 10 days prior to such hearing.

- 5.05 Disability: If Employee is permanently disabled or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, The Town shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 5.01. Nothing herein is intended to override the provisions of the Family Medical Leave Act.

ARTICLE VI - General Provisions

- 6.01 The text herein shall constitute the entire Agreement between the parties along with a copy of the current Employee Manual. This Agreement shall be binding upon and inure to the benefit of the Employee heirs at law and executors of Employee.
- 6.02 This Agreement shall become effective on the date of its approval by the Town Council.
- 6.03 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been entered into the day and year first written above.

Witness

Makayla Austin, Town Treasurer

Witness

THE TOWN OF MALABAR

By: _____
Mayor Patrick T. Reilly

ATTEST:

Richard W. Kohler, Town Clerk

Exhibit "B" of Reso 01-2024 Contract for Town Treasurer

A Charter Officer of the Town, appointed by and responsible to the Town Council. Receives policy direction from the Town Council. As member of the Town's Senior Management, is responsible for all activities related to the Town Council and all Accounting and Financial Management Functions. A final employment contract shall be executed by Town Council.

ESSENTIAL DUTIES & RESPONSIBILITIES:

The following duties are normal for this position. They are not to be construed as exclusive or all-inclusive. Further description of details follows this section.

Develop, plan, and implement departmental goals and objectives.

Establish and administer policies and procedures for financial operations.

Responsible for all accounting and financial management functions of the Town, including investments and banking.

Responsible for payroll.

Assists in preparation of the Annual Financial Budget with the Town Manager.

Reviews monthly and quarterly financial assessments of Annual Budget.

Prepares for and assists with the independent audit on an annual basis.

Oversees all grant functions, applications, reporting and close-outs.

Responsible for all Accounts Receivable funds and accounting and oversees Accounts Payable.

General:

Must be able to operate independently of supervision and organize work product to comply with all Local, State and Federal requirements.

Must be able to prioritize complex task(s) to meet schedule deadlines for reporting.

Possess the aptitude to maintain transparent and accurate financial operations.

Finances:

Responsible for managing and understanding all facets of Town finances including general ledger, accounts payable, revenues (tax and other), accounts receivable, payroll, building permits, local, state, and federal grants, code enforcement fines, liens, loans, bonds, millage (TRIM), budgets for all departments, and non-ad valorem assessments.

Responsible for maintaining proper timetable for TRIM (Truth in Millage), must file all documents in a timely manner and follow appropriate advertising requirements. Responsible for proper execution of procedure in relation to non-ad valorem assessment(s).

Responsible for the collection and security of Town monies and receipts. Verifies, reviews, and counter-signs accounts payable checks. Custodian of petty cash.

Responsible for transmitting all financial information to accountant monthly and reviewing the general ledger that is prepared.

Plans and organizes investments and cash management programs.

Preparation of Department budget and forecasting financial needs to cover liabilities.

Prepares pre-audit documentation and assists auditors with annual financial audit.

Prepares monthly, quarterly, and yearly reports for various Local, State and Federal agencies, files all report(s) in a timely manner.

Supervises and verifies payroll. countersigns check(s), distributes payroll, and meets payroll tax deposit requirements. Prepares payroll reports including quarterly state and federal payroll reports.

Responsible for monthly reporting and submitting FRS retirement payments in a timely manner.

Supervises and verifies grant disbursements and grant reimbursement requests.

Keeps abreast of changing laws that directly, or indirectly, affect the Town.

Interacts with various groups and individuals, including employees, Town Manager, Town Attorney, Town Clerk, members of the Town Council and other Board members, as well as Local, State, and Federal officials.

Designee for disaster preparedness, response, and recovery.

Technology:

Must be proficient in technology and skilled using Office 365 Suite and web-based government software solutions.

Requires advance knowledge in accounting software packages, preferably Intuit QuickBooks Online.

Be capable of performing general office and equipment maintenance.

Additional:

Must be able to communicate effectively in English with constituents and Town Council verbally, written memorandums, and/or oral presentations.

Must be able to lift boxes up to 30 lbs.

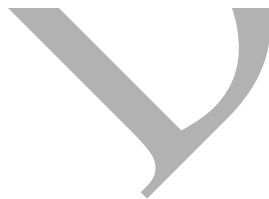
Possess a valid Florida Driver's License and personal vehicle for reimbursable business travel as needed by the Town.

Availability to attend public meetings, workshops, or other governmental agency meetings as directed by Town Council; frequently occur after-hours.

Additional duties as assigned by Town Council.

Education & Experience:

A qualified candidate will possess a minimum of three (3) years of experience in a financial position, preferably in a government setting and possess a bachelor's degree in finance or similar area of study; or the equivalent of an associate degree in finance, and a Certified Public Finance Officer, and minimum of five (5) years of experience in a financial position, preferably in a government setting.



TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 12.b.

Meeting Date: January 8th, 2024

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Select Representative to the TPO/TAC Board for 2024, and TPO Update

BACKGROUND/HISTORY:

Each year at the first regular meeting following the election, Council selects a representative to be the Malabar representative at the Transportation Planning Organization (TPO) and the Transportation Advisory Committee (TAC). Council should also select an alternate delegate to attend and vote when necessary.

This year, Council selected Mayor Reilly as the delegate, and Town Manager Morrell as the alternate. Staff is requesting to change the delegate from Mayor Reilly to Town Clerk Kohler.

The TPO met in December and discussed Quiet Zones along the Florida East Coast Railway. A Quiet Zone is an area of 1/4 mile on each side of a Railroad crossing which restricts the routine sounding of horns. All public authorities involved in a crossing would have to agree to a Quiet Zone. For Example, the Town of Malabar would be required to partner with the State of Florida Department of Transportation to request a Quiet Zone for the Malabar Road Crossing. The Only two railroad crossing in Malabar are Malabar Road (S.R. 514) and Jordan Blvd. Before a Quiet Zone can be approved, a through review process is completed, including but not limited to a Notice of Intent (NOI), Quiet Zone Calculator, Supplemental Safety Measures, and Warning Devices.

ATTACHMENTS:

None.

ACTION:

- Motion to appoint a new representative to the TPO/TAC

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 12.c.
Meeting Date January 8, 2024

Prepared By: Lisa Morrell, Town Manager
Through Lauren Hamilton, Administrative Executive Assistant

SUBJECT: Procurement, Other Agency Contract - Court Resurfacing

BACKGROUND/HISTORY:

As discussed, the Town Council authorized and allocated funding for park upgrades within the State and Local Fiscal Recovery Fund. The tennis court and basketball court located at Malabar Community Park need professional resurfacing maintenance. The courts were cleaned at least two years ago, yet the condition of the court has cracking, weeds, soil intrusion, and fading court paint. The court areas of play is showing signs of age and wear since construction in 2003.

Nidy Sports Construction has provided a quotation to resurface both the basketball and tennis courts, totaling \$20,600. Additionally, staff received a written communication to provide pickle ball stripping within the tennis court area for an additional \$300.00.

Nidy Sports Construction is an awarded vendor from a public competitive bid process performed by National Cooperative Purchasing Alliance (NCPA) as a subsidiary of Omnia Partners, Inc. Nidy Sports Contract Number is 08-42, and has a valid term of May 1, 2023, through April 30, 2026, with an option to renew for two (2) additional one-year periods through April 30, 2028

Pursuant to the Town's Code of Ordinances, Article V. Purchasing, Section 2-108 **Exclusions and exceptions to bid and proposal requirements, section f:**

Purchases of goods or services from contracts awarded by other governmental or not-for-profit entities by a formal competitive selection process. The purchase of goods or services under a contract awarded by the United States Government or another governmental or not-for-profit entity by a formal competitive process is authorized provided the town manager makes a determination that time, expense and marketplace factors make it financially advantageous for the town to do so, will require approval by the town council.

ATTACHMENTS:

Nidy Sports Construction Court Two Court Resurfacing

FINANCIAL IMPACT:

\$20,900.00, Use of Other Agency Contract.

Funding is available in State and Local Fiscal Recovery Funds (SLFRF) 525.3020.

ACTION OPTIONS:

Motion to approve utilizing 2-108, other agency contract, NCPA Contract number 08-42, awarded to Nidy Sports Construction, located at 751 General Hutchison Parkway, Longwood, FL 32750. and expend \$20,900 from State and Local Fiscal Recovery Funds (SLFRF) 525.3020.



Estimator: Chris Tappan



TENNIS PROPOSAL

Submitted To:

December 26, 2023

Town of Malabar

2725 Malabar Road

Malabar, FL 32950

*Payment to be upon completion. Price subject to change after 30 days. **Price below calculated using the National Cooperative Purchasing Alliance Contract 08-42:***

Two Court Resurface: \$20,600.00

SCOPE OF WORK (1,467 SY):

- 1) Machine sand surface of court.
- 2) Patch large open cracks 1/16" or larger with acrylic patch mix.
- 3) Flood courts and patch any areas holding water per ASBA and USTA guidelines.
- 4) Apply two (2) coats of Acrylic Resurfacer over the entire surface of the court.
- 5) Apply two (2) coats of Color Coating over the entire surface of the court.
 - a. Inbounds Color: Dark Green
 - b. Outbounds Color: Dark Green
- 6) Paint regulation tennis and basketball court markings with white textured line paint.
- 7) Furnish and install one (1) new tennis net.

NOTES:

- 1) It is recommended owner should spray insects and vegetation on or around courts two weeks prior to work commencement.
- 2) Water must be allowed to drain from court surface. Do not block water flow on side of court with grass or landscaping.
- 3) Owner to provide suitable access for equipment, water, and electric as required.
- 4) Should owner request additional material applied or other work performed to the surface of court which is not outlined above, it will be at an extra cost.

CRACKS IN TENNIS COURTS:

It should be noted that as your tennis court ages, it will develop cracks. After resurfacing, new cracks may appear and repaired cracks will reappear. Cracks develop in tennis courts for various reasons with the most common being:

- 1) Constant expansion and contraction of more than 7,000 square feet of surface per court in response to constant fluctuations in ambient temperatures. These daily fluctuations are often greatest in winter.
- 2) Loss of flexibility of the asphalt as it ages and loses the oils used in the manufacturing process.
- 3) Changes in subsurface stability reflecting through the court surface.

Nidy does **NOT** provide any written or implied guarantee of tennis courts being free from existing or new cracks; thus, cannot and does not warrant against new cracks appearing or old cracks reappearing after the court has been resurfaced.

WARRANTY:

Color Coating is warranted against any excessive fading for a period of one year from application. Surface is warranted against peeling and flaking for a period of one year from application. Problems from normal wear, vandalism, and improper care are excluded.

Owner's Name & Billing Address: _____

Job Site's Contact Name & Phone: _____

Job Site's Address: _____

Authorized Signature

Total Dollar Amount Authorized

Date

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 12.d
Meeting Date January 8, 2024

Prepared By: Lisa Morrell, Town Manager
Through Lauren Hamilton, Executive Administrative Assistant

SUBJECT: Procurement – iWorQ Stormwater Management Software

BACKGROUND/HISTORY:

The town has been utilizing iWorQ software since 2017 for all Business Tax Receipts, Citizen Engagement, Code Enforcement, and Building Permit Management as a centralized repository and tracking method for non-public safety operations.

As Town Council has been made aware of potential non-compliance reporting and operations procedures from the Florida Department of Environmental Protection (FDEP) regarding the Town's MS4, National Pollutant Discharge Elimination System (NDPES), permit.

Staff is requesting the Town Council waive the procurement procedures of three quotations and authorized the Town Manager to procure an add-on module, Work Management and Stormwater software package. Staff has participated in a demonstration and concluded the add-on software module will assist in tracking all necessary NPDES activity as required by the MS4 permit issued by FDEP.

In addition to compliance reporting and tracking of the approved permit and benchmark reporting requirements, known as BMP's; the add on software package includes the following: Work Management to track and manager work by location, workorder and crew scheduling, inventory, parts, and maintenance.

iWorQ Systems has provided a cost proposal of \$2,591.00 for an annual subscription fee for this Stormwater Package.

ATTACHMENTS:

iWorQ Service Agreement and Cost Proposal

FINANCIAL IMPACT:

\$2,591.00 increase to the annual recurring subscription fee of \$7,150 renewed December 2023.

ACTION OPTIONS:

Motion to waive the procurement process of three quotations as an add-on to existing software maintenance of a centralized repository of public data and reporting and approve the purchase.

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Malabar, FL hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact Lisa Morrell Title Town Manager
 Office Phone 321-727-7764 Cell 321-272-3340 Email TownManager@TownofMalabar.org
 Secondary Implementation Contact Richard Kohler Title Town Clerk
 Office Phone 321-727-7764 Cell 321-543-0909 Email TownClerk@TownofMalabar.org

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title Town Treasurer
 Office Phone _____ Cell _____ Email Treasurer@TownofMalabar.org
 PO# _____ (if required) Tax Exempt ID # 85-8012529717C-3

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____ Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Malabar, FL	Population- <u>3077</u>
2725 Malabar Road Malabar, FL 32950	Prepared by: Beth Moak

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Stormwater Package Package includes: Work Management - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history SWPP Permit Management - Issue permits (SWPP) - Unlimited access to iWorQ's template library, including 3 custom letters Capital Asset Management - Track location, inspections, maintenance, and work orders for MS4 compliance - Asset layers on OpenStreetMap (Catch basins, Inlets, outfalls, Lines etc.) - Track up to 5 asset types - Set maintenance, inspection, and work order schedules - Manage and reduce illicit discharge * Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap – Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Premium Data Package - 25MB File Upload Size & 100GB Total Storage	\$2,591.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$2,591.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
One-Time Setup Total (This amount will be added year 1)	\$1,734.0	\$0.00	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days

III. This cost proposal cannot be disclosed or used to compete with other companies.

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 12.e
Meeting Date January 8, 2024

Prepared By: Lisa Morrell, Town Manager
Through Lauren Hamilton, Executive Administrative Assistant

SUBJECT: Dana Investments – Debt Service Proposal

BACKGROUND/HISTORY:

The town's investment broker of record is proposing a short-term investment of debt service to take advantage of the current increase of the interest rate market using a portion, \$914,000 of the debt service, \$3.5 million, of the Road Re-Paving Fund. Essentially Year 2 project expenses, invested for a short period with an estimated yield of \$65,000 in additional funds.

ATTACHMENTS:

Debt Service Proposal

FINANCIAL IMPACT:

Purchase \$750k of Treasury(ies) maturing 4/30/25

- a. This would lock in today's rate environment and provide approximately \$52,000 in earnings at around a 5.00% annualized yield.

Purchase \$164k of Treasury(ies) maturing 7/31/25

- a. This would lock in today's rate environment and provide approximately \$13,000 in earnings at around a 4.75% annualized yield

ACTION OPTIONS:

Motion to approve short term investment per financial advisors, Dana Investment.



November 29, 2023

To: Lisa Morrell, Town Manager
Town of Malabar
2725 Malabar Road
Malabar, FL 32950-4427

From: Dave Mazza, Vice President
Dana Investment Advisors

Lisa,

Based on our discussions over the past several weeks, Dana Investment Advisors (Dana) is prepared to help the Town manage a portion of their recently received debt proceeds. While it certainly makes sense to keep the potentially more immediately needed funds invested in a daily liquidity investment vehicle like Florida PRIME, the longer-term needed funds should be sheltered from potential falling interest rates. Dana suggests the following actions:

1. Purchase \$750k of Treasury(ies) maturing 4/30/25
 - a. This would lock in today's rate environment and provide approximately \$52,000 in earnings at around a 5.00% annualized yield
2. Purchase \$164k of Treasury(ies) maturing 7/31/25
 - a. This would lock in today's rate environment and provide approximately \$13,000 in earnings at around a 4.75% annualized yield

These transactions and the management thereof could be executed under the existing Investment Advisory Agreement in place between Dana and the Town. Dana would create a separate "Debt Service" sub-account on our system to record purchases, sales, maturities and income earned on these specific debt service proceeds. As with the Town's other investments managed by Dana, any securities purchased would held in the Town's existing Custody Account at Schwab.

When you are ready to proceed our operations area can assist in moving the proceeds to the Town's Schwab account so Dana can immediately execute the needed transactions.

Thanks again for allowing Dana Investment Advisors to assist the Town of Malabar!

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 12.f
Meeting Date: January 8th, 2024

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Cancel Second RTCM of January 2024

BACKGROUND/HISTORY:

Town Council has annually considered the need for the 2nd meeting in January due to the Martin Luther King Jr. Holiday. Last year's meeting was canceled. This year Council may wish to meet on either January 22nd or 29th to finalize the Treasurer Contract.

ATTACHMENTS:

- None

ACTION:

- Motion to cancel the second RTCM of January 2024.
- OR
- Motion to reschedule the second RTCM of January 2024 to either January 22nd or 29th.

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 13.a.

Meeting Date: January 8th, 2024

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Continued Discussion of Board Appointments and Viability

BACKGROUND/HISTORY:

At the November 20th RTCM, CM Hofmeister requested discussion about combining the Parks and Recreation Board and the Trails and Greenways Committee. Both the Trails and Greenways Committee and the Parks and Recreation Board expressed their wishes to remain independent, and stated they would promote the vacant positions to the community. Staff has received no applicants, nor requests for applications since Council last discussed this. The Parks and Recreation Board met in both November and December, and has selected a date and scope for a 2024 Town Event. However, due to Board Member commitments and quorum requirements, the Board will not be able to meet in January, and possibly not in February.

No action was taken at the November 20th RTCM. Mayor Reilly directed Staff to bring the item back to Council for continued discussion in January.

ATTACHMENTS:

None.

ACTION:

Direct Staff to continue to promote the vacancies of all Boards and Committees, with the hope of filling the Parks and Recreation Board membership.

OR

Direct Staff to prepare to combine the Parks and Recreation Board with the Trails and Greenways Committee.