



# REGULAR TOWN COUNCIL MEETING

Monday, October 3, 2022 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 RTCM 09/26/2022 & STCM 09/27/2022  
Exhibit: Agenda Report Number 4a

**Attachments:**

- **Agenda Report Number 4a** (Agenda\_Report\_Number\_4a.pdf)

- b. Annual Update Piggyback Cooperative Purchase Contracts  
Exhibit: Agenda Report Number 4b

**Attachments:**

- **Agenda Report Number 4b** (Agenda\_Report\_Number\_4b.pdf)

5. ATTORNEY REPORT
6. BCSO REPORT
7. BOARD / COMMITTEE REPORTS
  - a. T&G Committee
  - b. Park & Recreation Board
  - c. Planning & Zoning Board
8. STAFF REPORTS
  - a. Manager
  - b. Special Projects Manager
  - c. Fire Chief
  - d. Public Works Director  
Exhibit: Agenda Report Number 8d

**Attachments:**

- **Agenda Report Number 8d** (Agenda\_Report\_Number\_8d.pdf)

- e. 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**

**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:2

MISCELLANEOUS:0

**a. Amend Administrative Fees (Resolution 20-2022)**

Exhibit: Agenda Report Number 12a

**Attachments:**

- **Agenda Report Number 12a** (Agenda\_Report\_Number\_12a.pdf)

**b. Town Manager Contract Renewal (Resolution 21-2022)**

Exhibit: Agenda Report Number 12b

**Attachments:**

- **Agenda Report Number 12b** (Agenda\_Report\_Number\_12b.pdf)

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

**13. DISCUSSION/POSSIBLE ACTION**

**14. PUBLIC COMMENTS**

General Items (Speaker Card Required)

**15. REPORTS - MAYOR AND COUNCIL MEMBERS**

**16. ANNOUNCEMENTS**

(2) Vacancies on the Trails and Greenways Committee

**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.

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Contact: Debby Franklin (townclerk@townofmalabar.org 321-727-7764) | Agenda published on 09/29/2022 at 11:24 AM

# TOWN OF MALABAR

## COUNCIL MEETING

**AGENDA ITEM NO: 4.a.**  
**Meeting Date: October 03, 2022**

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Meeting Minutes**

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**BACKGROUND/HISTORY:**

Summary of Council actions at the Town Council Regular Meeting Minutes

**ATTACHMENTS:**

- Draft Minutes of RTCM Minutes of 09/26/2022
- Draft Minutes of RTCM Minutes of 09/27/2022

**ACTION OPTIONS:**

Council Action on Consent Agenda

**MALABAR TOWN COUNCIL  
REGULAR MEETING MINUTES  
SEPTEMBER 26, 2022, 7:30 PM**

This meeting of the Malabar Town Council was held at Town Hall at 2725 Malabar Road. Note: Governor DeSantis Declared State of Emergency on 9/23/2022 and signed Executive Order 2022-218 and 219. F.S. 200 has a provision to permit local governments to recess and reconvene an advertised scheduled Budget Hearing under these circumstances. Due to the State of Emergency the Town Manager was called up for active duty and one of the Council Members was unable to attend due to an emergency related to this Declared State of Emergency. Council carried on the regular business of the meeting and set a re-hearing date for the Budget Hearing for Tuesday September 27, 2022 at 7:30PM.

**1. CALL TO ORDER:**

Council Chair called meeting to order at 7:30 pm. CM Acquaviva led P&P.

**2. ROLL CALL:**

CHAIR:

MAYOR PATRICK T. REILLY

VICE CHAIR:

STEVE RIVET

COUNCIL MEMBERS:

MARISA ACQUAVIVA

BRIAN VAIL

DAVID SCARDINO

MARY HOFMEISTER, excused

MATT STINNETT, excused

LISA MORRELL

KARL BOHNE, excused

DEBBY FRANKLIN

JOSEPH HOOKER

TOWN MANAGER:

SPECIAL PROJECTS MANAGER: Acting TM

TOWN ATTORNEY:

TOWN CLERK/TREASURER:

ACTING FIRE CHIEF

**3. APPROVAL OF AGENDA - ADDITIONS/DELETIONS/CHANGES:**

**4. CONSENT AGENDA:**

**4.a. RTCM Minutes of 9/12/2022**

**4.b. Procurement of GMC Work Truck, Surplus of Dodge Work Truck**

**MOTION:** CM Scardino / CM Vail to approve Consent Agenda. **Vote:** All Ayes.

**5. ATTORNEY REPORT:** none

**6. STAFF REPORTS:**

**6.a. Town Manager –** excused - SPM-Acting TM Morrell: Staff is responding to the Storm alert and doing all the preparatory work. Emergency Declaration was signed by the Mayor Friday in preparation of this and Town Staff has been actively performing protective measures.

**6.b. Clerk –** nothing

**7. PUBLIC COMMENTS:** none

**8. PUBLIC HEARINGS: 2 –**

**(Recess this portion to reconvene on 9/27/2022 at 7:30PM)**

**8.a. 2nd Reading: Adopt Millage Levy for FY 2022/2023 (Ord 2022-07)**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, ADOPTING THE MILLAGE RATE OF 4.5001 FOR THE LEVY OF AD VALOREM TAX WITHIN THE TOWN FOR THE PERIOD FROM OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023, AND PROVIDING FOR AN EFFECTIVE DATE.

**MOTION:** CM Rivet / CM Vail to recess the PH on the adoption of the millage and budget at an emergency rescheduled meeting on 9/27/2022 at 7:30PM.

**VOTE:** All Ayes.

**8.b. 2nd Reading: Adopt Budget for FY 2022/2023 (Ord 2022-08)**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA

ADOPTING THE BUDGET OF \$6,963,825.00 FOR THE FISCAL PERIOD FROM OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**10. ACTION ITEMS: ORDINANCES for FIRST READING: 0; RESOLUTIONS: 0 MISCELLANEOUS: 2**

**10.a. Continue Discussion on Treasurer Applications**

**Exhibit: Agenda Report No. 10.a.**

Chair asked Council to provide the ranking for interviews. Consensus to contact the following applicants and request to attend Council meeting on 10/17/2022 at 15-minute intervals starting at 7:00PM. Clerk will contact Calhoun, Raftery, Quirk, and Pelletier. Advertisement is still running.

Council asked SPM Morrell will again provide five questions related to the position for a guide for Council's questions.

**10.b. Consideration to Reallocate ARPA Funding**

**Exhibit: Agenda Report No. 10.b.**

Chair asked SPM to address.

Opportunity for co-location has provided them with opportunity to improve alerting system. Town would have to pay for the installation and part of that could be paid by the savings on the road analysis and the difference would come from one of the allocations of the ARPA expenditures; roads, water expansion or stormwater. Consensus to take difference from water expansion.

**11. DISCUSSION / POSSIBLE ACTION: 0**

**12. PUBLIC COMMENTS: none**

**13. REPORTS – MAYOR AND COUNCIL MEMBERS**

**CM Acquaviva:** nothing

**CM Vail:** nothing

**CM Rivet:** nothing

**CM Hofmeister:** excused due to Declared Emergency

**CM Scardino:** water is already full in ditches.

**Mayor Reilly:** Welcome Rich as new Clerk. Thanked employees for preparing for this emergency.

**14. ANNOUNCEMENTS; 2 vacancies on P&Z Board**

**15. ADJOURNMENT:** There being no further business to discuss and without objection, the meeting was recessed at 8:03 P.M. to reconvene on 9/27/2022 at 7:30 for the Budget Hearing.

BY: \_\_\_\_\_  
Mayor Patrick T. Reilly, Council Chair

ATTEST:

\_\_\_\_\_  
Debby Franklin, C.M.C.  
Town Clerk/Treasurer

Date Approved: 10/03/2022

**MALABAR TOWN COUNCIL  
RECONVENED MEETING MINUTES  
SEPTEMBER 27, 2022, 7:30 PM  
(FROM RECESSED BUDGET HEARING OF 9/26/2022)**

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

Note: Governor DeSantis Declared State of Emergency on 9/23/2022 and signed Executive Order 2022-218 and 219. F.S. 200 has a provision to permit local governments to recess and reconvene an advertised scheduled Budget Hearing under these circumstances. Due to the State of Emergency the Town Manager was called up for active duty and one of the Council Members was unable to attend due to an emergency related to this Declared State of Emergency. Council set a re-hearing date for the Budget Hearing for Tuesday September 27, 2022 at 7:30PM.

**1. CALL TO ORDER:**

Council Chair called meeting to order at 7:30 pm and led P&P.

**2. ROLL CALL:**

CHAIR:

MAYOR PATRICK T. REILLY

VICE CHAIR:

STEVE RIVET

COUNCIL MEMBERS:

MARISA ACQUAVIVA, excused

BRIAN VAIL

DAVID SCARDINO

MARY HOFMEISTER

TOWN MANAGER:

MATT STINNETT, excused

SPECIAL PROJECTS MANAGER: Acting TM

LISA MORRELL

TOWN ATTORNEY:

KARL BOHNE, excused

TOWN CLERK/TREASURER:

DEBBY FRANKLIN

**3. APPROVE THE AGENDA** - Clerk Franklin stated due to similar reasons as experienced last night (one of the Council Members unable to attend due to this Declared State of Emergency) storm impacts already being experienced, multiple agency closings, the public is not able to participate fully in the Budget Hearing and request Council recess this Budget Hearing until October 3, 2022 at 7PM. After that hearing the regular Council meeting can be held. Also, the public will be better able to participate.

**MOTION:** CM Vail / CM Scardino to recess the Budget Hearing until October 3, 2022 at 7PM as permitted under the Governor's signed Executive Order due to the impending Hurricane Ian.

**VOTE:** All Ayes.

**(Recess this portion to reconvene on 10/03/2022 at 7:00PM)**

**4. PUBLIC HEARINGS: 2**

**8.a. 2nd Reading: Adopt Millage Levy for FY 2022/2023 (Ord 2022-07)**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, ADOPTING THE MILLAGE RATE OF 4.5001 FOR THE LEVY OF AD VALOREM TAX WITHIN THE TOWN FOR THE PERIOD FROM OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023, AND PROVIDING FOR AN EFFECTIVE DATE.

**4.a. 2nd Reading: Adopt Millage Levy for FY 2022/2023 (Ord 2022-07)**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, ADOPTING THE MILLAGE RATE OF 4.5001 FOR THE LEVY OF AD VALOREM TAX WITHIN THE TOWN FOR THE PERIOD FROM OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023, AND PROVIDING FOR AN EFFECTIVE DATE.

**5. ADJOURNMENT:** There being no further business to discuss and without objection, the meeting was adjourned at 8:05PM.

BY: \_\_\_\_\_  
Mayor Patrick T. Reilly, Council Chair

ATTEST:

\_\_\_\_\_  
Debby Franklin, C.M.C.  
Town Clerk/Treasurer

Date Approved: 10/03/2022

DRAFT



# TOWN OF MALABAR

## COUNCIL MEETING

**AGENDA ITEM NO: 4.b.**  
Meeting Date: October 3, 2022

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Procurement Utilizing Piggyback Cooperative Purchase Contracts**

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### BACKGROUND/HISTORY:

In accordance with The Town of Malabar Code of Ordinances, ARTICLE V. entitled PURCHASING, Section 2-101 - Competitive bids:

*“The Town Manager is authorized to piggyback contracts for any purpose where the stipulated consideration thereunder to be paid by the town exceeds two thousand dollars (\$2,000.00) awarded by any other governmental entity so long as the bidding process utilized by the other governmental entity in awarding such contract is consistent with the competitive bid procedures outlined in this section. “*

This is annual agenda memo identifies a potential list of contracts that have been competitively sourced and awarded for use by other government agencies and may be utilized for fiscal year 22/23 with an estimated use funds.

Contract	Vendor	Renewed through:	Estimate Expenses
NASPO MA149	AT&T – FirstNet	August 11, 2024	\$2300
Omni Partners National Cooperative Purchase Contract	Amazon Business, # MA3457	May 5, 2025	\$5000
	AutoZone, # R170201	April 30, 2022	\$1000
	Best Buy Business, # R201203	March 31, 2024	\$500
	Lowes 4Pro, #R192006	March 31, 2023	\$5000
	CDW-G , # R210401	May 31, 2024	\$1500
	Home Depot Pro, # 16154	12/31/2026	\$5000
	GovDeals, # R190601	January 31, 2023	\$0, Revenue
	Grainger, # 192163	December 31, 2022	\$1000
Sourcewell	United Rentals, #062320-URI	August 24, 2024	\$6500
State of Florida	Verizon, DMS-1011-008C	effective January 20, 2013, as amended	\$2500

### FINANCIAL IMPACT:

FY22 Approved Budget

### ATTACHMENTS:

### ACTION OPTIONS:

Motion to use other agency cooperative purchase contracts for procurement of goods and services from awarded vendors to maintain town services, supplies, and projects as needed.

# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

**AGENDA ITEM NO: 8.d**  
**Meeting Date: October 3<sup>rd</sup>, 2022**

**Prepared By:** Richard W. Kohler, Town Clerk

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**SUBJECT:** Public Works Director Report

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### **BACKGROUND/HISTORY:**

- a. Staff provides Council a monthly report on tasks accomplished by the Public Works Department.

### **ATTACHMENTS:**

- a. September 2022 Public Works Report

### **ACTION OPTIONS:**

- a. None

# **September 2022 Public Works Report**

## **Equipment Update**

- Drop off Slope Mower at dealer in Ft. Pierce
- Pick up parts from Ferguson Supply
- Pick up Sterling Dump Truck in Cocoa from repairs
- Flip blades on brush head mower
- Pick up Slop Mower from dealer in Ft. Pierce

**See attached pages for all Mowing, Road Grading and Slope Mowing accomplishments for the month.**

## **General Duties**

- Pick up Stabilizer from Blue Goose Mine (10 Loads)
- Repaired Potholes:
  - Corey Road
  - Glatter Road
  - Benjamin Road
- Pick up brush at Sandhill Trailhead (Marie Street)
- Clean outfalls on Rocky Point
- Hurricane preparation and clean up

## Mowing & Weed Eating Checklist September 2022

Sanitation	9-6	9-12	9-15	9-29	
Soccer Field			9-15		
Baseball Field	9-2		9-15	9-26	
Drag Infield	9-2			9-26	
<b>Town Property</b>					
Malabar Park	9-6			9-26	
Fire Department	9-7				
Disc Park		9-9			
Trail Park	9-8				
Eschenberg Park	9/2				
Public Works Yard					
Marie St. Yard			9-15	9-24	
Town Hall/ S. RR Ave					
<b>Town ROWs</b>					
Rocky Point Rd North & South			9-15		
Briar Creek Blvd & Bridge			9-15		
Corey Rd North End				9-24	
Marie St South East Side	9/8				
Marie St North West To Johnsnton	9/8				
Glatter Rd @ Malabar Rd					
Glatter Rd East to RR					
Data Managment			9-15		
Marie St Trail North and South Side				9-26	
Quaterman & Atz Rd		9-12			
Booth & Lette Intersection North					
Richard Rd Tillman Canal					
<b>Bus Stops</b>					
Atz & Corey		9-12			
Weber & Old Mission		9-12			
Lacourt & Hall		9-12			
LaCourt & Atz		9-12			
Hall & Corey		9-12			
<b>Main Intersections (All Paved Roads w/ Stop sign, 50 Ft Each Direction)</b>					
Corey & Hall		9-12			
Corey & Atz		9-12			
Weber & Hall		9-12			
Weber & Atz		9-12			

Road Grading			Month: September 2022		
Road Name	Date	Machine Used	Loads	Materials	Comments
Kramer Lane	9/3	Mini Grader			
Deleware Ave	9/3	Mini Grader			
Moss Rose Ave	9/3	Mini Grader			
Billie Lane	9/3	Mini Grader			
Hunter Lane	9/3	Mini Grader			
Candy Lane	9/3	Mini Grader			
Oakridge Lane North & South	9/10	Mini Grader			
Appleby Lane North	9/10	Mini Grader			
Quaterman Lane	9/10	Mini Grader			
Linrose Lane South	9/10	Mini Grader			
<b>TOTALS</b>	<b>2 Days</b>	<b>1 Machine</b>	<b>11 Roads</b>		

## Slope Mowing / Flat Mowing Month of: September 2022

Road Name	Ditch Side (N, S, E, W)	Grass	Brush	Ditcher	Map #
Atz Road (West)	North/South	X	X		
Walker Lane	East/West	X	X		
Eva Lane	East/West	X	X		
Quaterman Lane	East/West	X			
Raulerson Lane	East/West	X			
McCain Lane (North & South)	East/West	X			
Howell Lane (North)	East/West	X			
Appleby Lane (North & South)	East/West	X			
Corey Road (South)	East/West	X			

# TOWN OF MALABAR

## Town Council

**AGENDA ITEM NO: 12.a**  
**Meeting Date: October 3rd, 2022**

**Prepared By: Richard W. Kohler, Town Clerk**

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**SUBJECT:** Amend Administrative Fees (Resolution 20-2022)

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### **BACKGROUND/HISTORY:**

- a) The fee resolution has been updated. Current changes include:
  - a. Inclusion of cost for Golf Cart Registration - \$50.00
  - b. Standardization of Land Clearing Permit:
    - i. \$30.00 Building Admin Fee
    - ii. \$10.00 additional per acre Fee
  - c. Variance Requests to Board of Adjustment (Residential)
    - i. Based on lot size
      - 1. 0-3 Acres - \$400.00
      - 2. 3-10 Acres - \$800.00
      - 3. 10+ Acres - \$1,275.00

### **FINANCIAL IMPACT:**

- a. Appropriate fees collected as required.

### **ATTACHMENTS:**

- a. Resolution 20-2022

### **ACTION OPTIONS:**

- a. Action on Resolution 20-2022

**RESOLUTION 20-2022**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; PERTAINING TO THE ANNUAL REVIEW AND APPROVAL OF ADMINISTRATIVE AND PERMIT FEES REQUIRED TO BE ESTABLISHED BY VARIOUS ORDINANCES OF THE TOWN OF MALABAR; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Town of Malabar’s Code of Ordinances requires assessment of various administrative and permit fees; and

**WHEREAS**, the Town of Malabar’s Ordinances and Land Development Code require that the Town Council for the Town of Malabar impose said administrative fees; and

**WHEREAS**, the Town Council of the Town of Malabar has determined that an annual review by staff of the administrative fee schedule is appropriate to update fees to cover the actual costs of professional review, administrative time, legal advertising, and mailing costs for notices.

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

**SECTION 1. ADMINISTRATIVE FEES.** The Town of Malabar does hereby revise administrative fees in accordance with the Town of Malabar’s Code of Ordinance and Land Development Code to reflect the actual costs more accurately in 2022/2023.

**A.**

Building Permit Plan Review & Inspections by Private Provider per F.S. 553 (Reso 06-2020)	25% discount
Conditional Use Permit Application	\$175.00 plus site plan review fee
Contractor Registration Fee:	\$40.00
Property Culvert Permit:	\$100.00 plus actual Engineering Plan
Development Agreement:	\$500.00
Road Construction Application ( <u>Plus Building Permit Fee</u> ):	Street Length up to 200 feet - \$800.00 Street Length up to 400 feet - \$825.00 Street Length up to 600 feet - \$890.00 Street Length up to 800 feet - \$930.00 Street Length up to 1000 feet - \$1010.00 Street Length up to 1200 feet - \$1080.00 Street Length up to 1400 feet - \$1120.00
Final Plat S/D Review	\$1,200.00
Future Land Use Map Designation Change:	\$300.00 plus rezoning fee
Golf Cart Registration	One-time fee ( <u>\$50.00</u> ) and no renewal fee



Land Clearing (Ref. LDC Article XV, Section 1-15.8 – 1-15.10):	see below
Type I-IV, Residential Property	Permit, Review, Inspection: \$30.00 Building Admin Fee \$50.00 for Properties 2 acres or Less \$10.00 per additional acre or portion thereof
Type I-IV, Non-Residential Property	Permit, Review, Inspection: \$30.00 Building Admin Fee \$100.00 for the 1st acre plus \$10.00 per additional acre or portion thereof
Type V, Residential Property, Non-removal of trees, land clearing permit	Permit, Review, Inspection: <del>\$10</del> <u>\$30.00</u> Building Admin Fee Permit, Review, Inspection: \$40.00 for Properties 2 acres or less, plus <del>\$5</del> <u>\$10.00</u> per additional acre or portion thereof
Type V, Non-Residential Property, Non-removal of trees, land clearing permit	Permit, Review, Inspection: <del>\$10</del> <u>\$30.00</u> Building Admin Fee \$50.00 for the 1 <sup>st</sup> acre plus \$10.00 per additional acre or portion thereof
Land Fill (Ref. LDC Article V, Section 1-5.22):	See below
Residential Property	Permit, Review, Inspection: \$30.00 Building Admin Fee \$50.00 for Properties 2 acres or Less \$10.00 per additional acre or portion thereof
Non-Residential Property	Permit, Review, Inspection: \$30.00 Building Admin Fee \$100.00 for 1 <sup>st</sup> acre plus \$10.00 per additional acre or portion thereof
Planned Unit Development (PUD) review:	\$900.00 plus \$40.00 per acre
Planned Unit Development (PUD) final:	\$900.00 plus \$40.00 per acre
Pond Permit:	Engineering costs only for ponds <1/4 acre; \$25.00 per 1000 sq. ft. of pond area for ponds over ¼ acre in size plus engineering costs
Pre-Construction Conference for S/D or Commercial Development	\$300.00
Preliminary Plat S/D Review	\$1,500.00

Request for Council Action on an Item not specifically provided for in the administrative fee schedule regarding matters of land development	\$300.00
Rezoning Request: Commercial	\$1,500.00 for the 1 <sup>st</sup> acre plus \$10.00 per each additional acre or portion thereof
Rezoning Request: Residential	\$625.00 for the 1 <sup>st</sup> acre plus \$10.00 per each additional acre or portion thereof
Road Improvement Waiver Application – Commercial Purposes	\$1,500.00
Road Improvement Waiver Application – Residential Purposes	\$300.00
Road Naming / Renaming Requests:	\$50.00
Road Vacate and Abandonment Requests:	\$425.00
Site Plan minor (including SFR)	\$150.00
Site Plan Pre-Application Conference (mandatory): except SFR (Ref Article VII, Sec 1-7.1.5)	\$500.00
Site Plan Review:	\$900.00 for 1 <sup>st</sup> acre plus \$50 for each additional acre or portion of acre
Special Exception:	\$175.00 plus site plan review fee
Subdivision S/D or Commercial Development Pre-Ap Conference (mandatory)	\$1,500.00
Tree Removal – Multiple	Permit, Review & inspection \$40.00 per tree
Tree Removal – Type IV Permit – dead, diseased or in fire buffer – non-invasive only	\$50.00
Variance Request to Board of Adjustment: Commercial	\$1,750.00
Variance Request to Board of Adjustment: Residential	<del>\$800.00</del> See Below (Fee based on lot size)
<u>0-3 Acres</u>	<u>\$400.00</u>
<u>3-10 Acres</u>	<u>\$800.00</u>
<u>10 + Acres</u>	<u>\$1,275.00</u>
Written zoning verification or for the availability of Town Services	\$50.00

**B.** No permit, certificate, or other related document, and no inspections, public notice, or other action shall be instituted until such fees, costs, and charges have been paid. When in accordance with Town codes, a fee is paid, and registration submitted, there shall be no return or rebate of any funds so received, regardless of the Town's determination in the subject matter. All fees, costs, and charges shall be, upon collection, deposited in the appropriate fund of the Town.

**SECTION 2. CONFLICTS.** All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict with this resolution.

**SECTION 3. SEVERABILITY.** In the event a court of competent jurisdiction shall hold or determine that any part of this resolution is invalid or unconstitutional, the remainder of the resolution shall not be affected, and it shall be presumed that the Town Council of the Town of Malabar did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the Town Council would have enacted the remainder of this resolution without said invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon passage.

This Resolution was moved for adoption by Council Member \_\_\_\_\_. The motion was seconded by Council Member \_\_\_\_\_ and, upon being put to a vote; the vote was as follows:

- Council Member Marisa Acquaviva \_\_\_\_
- Council Member Brian Vail \_\_\_\_
- Council Member Steve Rivet \_\_\_\_
- Council Member David Scardino \_\_\_\_
- Council Member Mary Hofmeister \_\_\_\_

This Resolution was then declared to be duly passed and adopted this 3rd day October 2022.

**TOWN OF MALABAR**

By:

(seal)

\_\_\_\_\_  
Mayor Patrick T. Reilly, Council Chair

ATTEST:

\_\_\_\_\_  
Richard Kohler, C.M.C.  
Town Clerk

Approved as to Form and Content:

\_\_\_\_\_  
Karl W. Bohne, Jr., Town Attorney

**TOWN OF MALABAR**

**COUNCIL MEETING**

**AGENDA ITEM NO: 12.b**  
**Meeting Date: October 03, 2022**

**Prepared By: Debby Franklin, C.M.C., Town Clerk/Treasurer**

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**SUBJECT: Revised Employment Contract for TM Matthew Stinnett (Reso 2-2022)**

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**BACKGROUND/HISTORY:**

The Employment Contract spells out the annual employee compensation of \$86,000.00 in salary plus benefits as stated.

The term of the contract is continuous.

**ATTACHMENTS:**

Reso 21-2022 with Employment Contract

**ACTION OPTIONS:**

Council Action

**RESOLUTION 21-2022**

**A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPROVAL OF A CONTINUING CONTRACT WITH MATTHEW STINNETT THE TOWN MANAGER; PROVIDING FOR DUTIES, 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 a continuing contract with Matthew Stinnett as the Town Manager as of October 1, 2022; 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 continuing contract with Matthew Stinnett as the Malabar Town Manager to begin on October 1, 2022 as described in contract attached as "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 Steve Rivet	_____
Council Member Dave Scardino	_____
Council Member Mary Hofmeister	_____

This Resolution was then declared to be duly passed and adopted this 3rdth day of October 2022.

**TOWN OF MALABAR**

By: \_\_\_\_\_  
Mayor Patrick T. Reilly, Council Chair

(seal)

ATTEST:

\_\_\_\_\_  
Richard Kohler, C.M.C.  
Town Clerk

Approved as to form and content:

\_\_\_\_\_  
Karl W. Bohne, Jr., Town Attorney

# EXHIBIT "A" of Reso 21-2022

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## EMPLOYMENT AGREEMENT FOR TOWN MANAGER

THIS AGREEMENT made and entered into on the 1<sup>st</sup> day of October, 2022, by and between the Town of Malabar, Florida, a municipal corporation of the State of Florida, Brevard County (hereafter the "Town"), and Matthew R. Stinnett (hereafter the "Employee").

### WITNESSETH:

**WHEREAS**, Employer desires to employ the services of said Employee as Town Manager as provided by the Code of Ordinances of the Town of Malabar; and,

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

**WHEREAS**, Employee desires to accept employment as Town Manager 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 beginning on the date of approval of this Agreement by the Town and continuing until terminated under the provisions of Article V hereof. Unless otherwise terminated as provided for herein, this Employment Agreement shall automatically renew annually under the same terms and provisions unless modified in writing by the parties to this agreement.

### ARTICLE II

#### Employee's Duties

- 2.01 The Employee is hereby employed as the Town Manager of the Town of Malabar, Florida. Employee shall perform those duties specified in the Code of Ordinances of the Town as amended by Council, Personnel Policies/Employee Manual, and job descriptions of the Town. The Employee shall be required to be a member of the FCCMA.
- 2.02 In addition to the duties specified in the Town Code, Personnel Policies/Employee Manual and job descriptions of the Town Employee shall also perform such additional duties and functions as may be assigned to the Town Manager by the Town Council.
- 2.03 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.

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- 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. 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 the services rendered an annual base salary of \$86,000.00, effective October 1, 2022 payable in installments at the same time as other employees of the Town are paid. The Employee shall be required to keep a time sheet and submit it to the Clerk each pay period to track regular, vacation, sick and compensatory time off.
- 3.02 After the 2023 fiscal year and during continued employment, the Employee may be entitled to a salary increase as an adjustment to base salary at the discretion of Council.
- 3.03 The Town shall not at any time during the term of the Agreement reduce the salary, compensation, or other financial benefits of Employee, except as part of an across-the-board reduction for all employees of the Town. In such event, the Employee's salary reduction shall be proportioned to the reduction for other Town employees.

### ARTICLE IV

#### Employee Benefits

- 4.01 Employee shall be entitled to participate in any Employee benefit plan established by the Town. (Note: this includes life insurance policies equal to (1X) the annual wages and is provided to all FT employees at Town's expense.)
- 4.02 The Town agrees to pay the required contribution for Senior Management 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 same basis and at the same rate as other Town employees and is held to the same limits per the Employee Manual. Employee may participate in any refunding program for sick leave offered to other employees.
- 4.04 Employee will earn 18 days' vacation annually, accrued at 1-1/2 days per month. The Employee shall be required to take five consecutive days off each year per the Employee Manual. The Employee shall notify Town Council when the Employee will be absent for more than one regular business day and shall designate an acting Town Manager to make time sensitive decisions during the absence.

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- 4.05 The Town agrees to provide health and dental insurance coverage at the same rate as other Town employees per the Employee Manual. Such insurance coverage shall be effective immediately and without interruption.
- 4.06 Town hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for "Town Business" official travel, meetings, conferences and seminars to adequately pursue the necessary official and other functions for the Town. Employee shall use his own personal automobile for official business and receiving a monthly automobile allowance of three hundred dollars (\$300.00) per month to be paid monthly. It is the intent of this paragraph to provide a lump sum reimbursement to the Employee for all travel on Town Business without regard to mileage. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and replacement of such vehicle. Either party to this agreement may request a change in the automobile allowance during the term of this Agreement, to be mutually agreed upon.

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 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 City 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 Except as provided for in Article I, 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 eight (8) weeks aggregate salary computed as of the time of termination. Employee shall also receive full pay 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



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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

#### Performance Evaluation

- 6.01 The Town Council shall conduct a performance review of the Employee during the first 120 days of employment. The purpose of the review is to identify the Employee's progress during the first 120 days of the employment and is not intended to replace the annual review and evaluation required under sections 6.02 and 6.03 of this Agreement
- 6.02 The Council shall review and evaluate the performance of the employee at least annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Town and Employee. Said criteria may be added to or deleted from as the Council may from time to time determine in consultation with the Employee. Further, the Town shall provide the Employee with a summary written statement of the findings of the Council and provide an adequate opportunity for the Employee to discuss their evaluation with the Council. The evaluation shall be used as a consideration by the Council in its deliberations and determinations for salary and benefit increases or decreases.
- 6.03 Annually, the Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the Town and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

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**ARTICLE VII**

General Provisions

- 7.01 A. The text herein shall constitute the entire Agreement between the parties along with a copy of the current Employee Manual.
- B. This Agreement shall be binding upon and inure to the benefit of the Employee heirs at law and executors of Employee.
- C. This Agreement shall become effective on the date of its approval by the Town Council.
- 7.02 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

\_\_\_\_\_  
Matthew R. Stinnett

\_\_\_\_\_  
Witness

**THE TOWN OF MALABAR**

By: \_\_\_\_\_  
Mayor Patrick T. Reilly

ATTEST:

\_\_\_\_\_  
Richard Kohler, C.M.C. Town Clerk