



# REGULAR TOWN COUNCIL MEETING

Monday, October 16, 2023 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 10/02/2023 RTCM  
Exhibit: Agenda Report Number 4a

**Attachments:**

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

5. ATTORNEY REPORT
6. STAFF REPORTS
  - a. Manager
  - b. Clerk
7. 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*

8. PUBLIC HEARINGS / SPECIAL ORDERS
9. UNFINISHED BUSINESS/GENERAL ORDERS MAY INCLUDE ITEMS DIRECTLY RELATED TO RESIDENTS PRESENT AT MEETING  
(RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)
10. ACTION ITEMS
  - ORDINANCES: 0
  - RESOLUTIONS: 1
  - MISCELLANEOUS: 2

**a. Resolution 09-2023 Florida Municipal Government Week**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; RECOGNIZING FLORIDA MUNICIPAL GOVERNMENT WEEK, OCTOBER 16TH TO OCTOBER 22ND, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

Exhibit: Agenda Report Number 10

**Attachments:**

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- **Agenda Report Number 10a** (Agenda\_Report\_Number\_10a.pdf)

**b. Draft Contract for Lisa Morrell to become Town Manager**

Mayor Patrick T. Reilly

Exhibit: Agenda Report Number 10.b

**Attachments:**

- **Agenda Report Number 10b** (Agenda\_Report\_Number\_10b.pdf)

**c. Town of Malabar Staffing Needs**

Mayor Patrick T. Reilly

Exhibit: Agenda Report Number 10.c

**Attachments:**

- **Agenda Report Number 10c** (Agenda\_Report\_Number\_10c.pdf)

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

**11. DISCUSSION/POSSIBLE ACTION**

**12. PUBLIC COMMENTS**

General Items (Speaker Card Required)

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

**14. ANNOUNCEMENTS**

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

**15. 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: October 16<sup>th</sup>, 2023**

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Approve Minutes of 10/2/2023 RTCM**

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**BACKGROUND/HISTORY:**

Summary of actions at Town Council Meetings

**ATTACHMENTS:**

- Draft Minutes of the RTCM of 10/2/2023

**ACTION OPTIONS:**

Review

**MALABAR TOWN COUNCIL  
REGULAR MEETING MINUTES  
October 2<sup>nd</sup>, 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 CLEVINGER

MARY HOFMEISTER

TOWN MANAGER:

MATT STINNETT

TOWN ATTORNEY:

KARL BOHNE

SPECIAL PROJECTS MANAGER:

LISA MORRELL

TOWN CLERK:

RICHARD KOHLER

INTERIM FIRE CHIEF:

ANTHONY GIANTONIO

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

**4. CONSENT AGENDA:**

**4.a. Approve Minutes of 9/25/2023 RTCM**

Exhibit: Agenda Report Number 4a

**MOTION: CM Clevenger/CM Scardino to approve Consent Agenda as presented.**

**Vote: All Ayes (5-0).**

**5. ATTORNEY REPORT: None**

**6. BCSO REPORT: None**

**7. BOARD / COMMITTEE REPORTS:**

**7.a. Trails and Greenways Committee Report**

Exhibit: Agenda Report Number 7.a.

Discussion: None.

**7.b. Parks and Recreation Board Report**

Exhibit: Agenda Report Number 7.b.

Discussion: None.

**7.c. Planning and Zoning Board Report**

Exhibit: Agenda Report Number 7.c.

Discussion: None.

**8. STAFF REPORTS:**

**8.a. Town Manager – Matt Stinnett** informed Council that he has submitted the requested Code Enforcement report. He also discussed the MRC event to include a living shoreline at Rocky Point. He hopes to have the Shoreline package ready for the 10<sup>th</sup> of this month. We will then begin the 60-day bidding period. The Permit Tech position will be posted tomorrow. Staff conducted several interviews and will be making offers this week. The bank loan information will be heard on the 18<sup>th</sup>. He also informed Council that he has accepted a position with Brevard County, his last day here being November 3<sup>rd</sup>. He states he has enjoyed his time here, and thanks Council for their assistance. Mayor Reilly states Council will need a status report on all open

projects. He also asked when the FallFest would take place. CM Acquaviva states that she feels there is not enough Staff to properly execute a large scale event. CM Vail asks if that is something we can task the park board with? Clerk Kohler states that he will include it in the next Parks Board agenda.

**8.b. Town Clerk – Richard Kohler** states that BTR collection is progressing smoothly. We are over 50% collected already and see more renewals each day. There has been a large number of renewals taking place electronically through the iWorqs portal.

**8.c. Special Projects Manager – Lisa Morrell** states that the most recent expenditure was the paving of Weber Road. The Water project is under review by the Palm Bay attorney. Piney Grove Cemetery was visited by the Florida Archeology Society. Both areas east and west of the railroad tracks were explored. They confirmed the area was likely a cemetery. The one east of the tracks is already owned by the Town, but needs to be maintained, along with ADA Accessible public access. Piney Grove is not a candidate for the GDPR due to the palmetto roots and Gopher Tortoise holes. There are a few other options. The first step was to register it with the State. The person who owns the property has requested to meet with Staff to discuss his options. The state is very confident that there is a Cemetery out there. We are project #17 on their list. CM Hofmeister asks about the new hires? Will that proceed? TM Stinnett states he intends to offer the positions tomorrow.

**8.d. Town Treasurer – Lisa Morrell** states that this department has been very busy. Today was the first day of the new Fiscal Year. The final TRIM packet must be submitted within the next 30 days. The final Budget Amendment will be coming forward soon. She plans to depart on Saturday and return the following Sunday from her vacation. Mayor asks for a progress update on the Audit. Treasurer Morrell states this is an early fact-finding portion. They are just requesting data. The audit will be ongoing until the final report in April-June.

**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)

**Keith Wylie, 2270 LaCourt Lane** – He states there are multiple collapsed culverts, as well as an illegal culvert installed at the south end. The drainage situation on his road is very bad. He states the culvert was red tagged but was never removed. He requests assistance from Council to improve the drainage. He even has a hard time mowing his lawn. CM Vail states he discussed this with both Mr. Reilly and TM Stinnett. The water is receding on Atz, but it is draining very slowly on LaCourt. The Town plans to connect Marie Street to Atz for drainage, but that is a long time away. Mayor Reilly states the previous TM worked on the southern end, but the northern end is a regular problem. CM Vail states there is a noticeable difference between the other areas of Town and LaCourt Lane.

**Jacob Nicholas 3150 Rebel Lane** – He has been a resident for over 5 years, and he has noticed the drainage has gotten worse. Goat Creek flows behind his house and has created a large issue for his family. Water is now 3 feet from his back door. The water has not been receding. He is concerned that the issues are just getting worse. He is unsure of what steps he can take and hopes to see a positive resolution. TM Stinnett states he believes the Town cleaned the swales a few years ago but could likely be redone soon. CM Scardino states that the near surface water table is very high right now from the increased saturation. CM Hofmeister states it is also important to inform residents to keep the ditches and swales clear.

**Connie Adams 2240 Raulerson Lane** – She states the culvert at Hall and Weber, the water was flowing across the road. She states that when the work was done on the west end of Hall Road, the residents there were promised that action would take place soon. Since then, there has been no action. TM Stinnett states the Stormwater Master Plan has been completed, it is now time to find the funding. Ms. Adams states this weekend was worse than TS Fay. She also asks if the contract is still open with the pavers? They left a lot of litter along Weber Road.

**10. PUBLIC HEARINGS/SPECIAL ORDERS: 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: 4**

**12.a. Procurement Utilizing Piggyback Cooperative Purchase Contracts**

Exhibit: Agenda Report Number 12.a.

Staff Comments: Treasurer Morrell states that this is generally provided to Council annually. This allows staff to make purchases from a large number of local and national agencies included is Verizon, VA Paving, Goodson Paving, Home Depot, Lowes, Amazon among many others. This simplifies the approval process.

**MOTION: CM Vail/CM Acquaviva to approve use of other agency cooperative purchase contracts for procurement of goods and services from awarded vendors to maintain Town services, supplies and projects as needed.**

Discussion: None

**Vote: All Ayes (5-0)**

**12.b. Procurement of New Water Tender Firefighting Apparatus**

Exhibit: Agenda Report Number 12.b.

Staff Comments: Interim Chief Giantonio states that the older unit (2006) is beginning to wear. The NFPA recommends replacement after 15 years. There was an interoffice review, and this vehicle was selected. This vehicle can perform many tasks but is mainly a 2500-gallon water tender. It is manufactured and repaired in Ocala FL. There have been funds gathered last year and this year, as well as surplus 3 current vehicles. He feels the funds have been budgeted and discussed, and requests Council approval for the vehicle. It comes with a lifetime warranty on the tank and body.

**MOTION: CM Hofmeister/CM Vail to approve the purchase of a Midwest 2,500 Gallon Water Tender not to exceed \$500,000.**

Discussion: CM Vail states he supports this proposal. The tender is a very important vehicle for our fleet. The build time for this vehicle is 19 months. This truck can be paid for without financing in the next fiscal year. The chase is a custom commercial build. CM Acquaviva is proud the Town was able to plan this purchase and see it through. CM Hofmeister thanked Chief for his hard work to put this together.

**Vote: All Ayes (5-0)**

**12.c. Select Bill Reviewer for 2023/2024**

Exhibit: Agenda Report Number 12.c.

Discussion: Mayor asks if CM Clevenger wishes to continue. He states he will.

**Vote: All Ayes (5-0)**

**12.d. Select Check Signer for 2023/2024**

Discussion: CM Acquaviva volunteers to continue. The Mayor states he will stay as the backup.  
**Vote: All Ayes (5-0)**

**13. DISCUSSION/POSSIBLE ACTION: 2**

**13.a. Waste Service Bill on Tax Roll**

Staff Comments: Clerk Kohler states that this item originated during the discussion with Waste Pro about their requested rate increase. Town Staff has begun to research the feasibility of transferring the billing of the Waste Services to the tax rolls. Staff has requested additional information on the process and procedures of this transition from Waste Pro. Once the information has been provided, Staff will bring it forward for Council's review. Should Council wish to proceed, Staff will draft an Ordinance to create a referendum question to go on a future ballot. 2 Public Hearings will be required before adoption of the Ordinance, and the inclusion on the ballot. If the referendum question is approved, Staff will amend the contract with Waste Pro, reach an agreement for collection with the Tax Collector, create a disbursement process to transfer funds from the Tax Collector to Waste Pro, and create a debt policy for nonpayment properties.

Discussion: CM Vail states he is looking forward to seeing the numbers. He feels it would likely reduce the costs to the residents. CM Acquaviva asks if this will reduce the cost? She remembers requesting the amount of nonpayment from Waste Management and not receiving the information. CM Clevenger believes the process will be better for the contractor but is unsure how long the contract is for. SPM Morrell states we are under a 5-year contract with 3 renewable terms. CM Acquaviva states she believes we should give the voters the option. CM Scardino asks if reducing the recycling costs would it go down? CM Acquaviva states she feels the company will be more accountable if residents see their bill regularly.

**13.b. Holiday Tree Lighting Date Selection**

Staff Comments: Clerk Kohler states that in the past, the Town has hosted its Holiday Tree Lighting event before the first RTCM of December. This year, that would fall on December 4<sup>th</sup>. Staff would like to recommend that the Town host its event this year at 6:30 PM on Monday December 4<sup>th</sup>, to be followed by the RTCM at 7:30 PM.

**MOTION: CM Acquaviva/CM Vail to approve 6:30 PM on December 4<sup>th</sup> as the Holiday Tree Lighting event time for 2023.**

Discussion: CM Acquaviva asks if this is the Mayor's last year? He states yes!

**Vote: All Ayes (5-0)**

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

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

**CM Acquaviva:** She states she wishes to thank Matt for his years of service to Malabar. She appreciates his assistance and is proud to see his growth. She thanks him for his leadership and wishes him the best.

**CM Vail:** None

**CM Clevenger:** None

**CM Hofmeister:** None

**CM Scardino:** None

**Mayor Reilly:** At the next RTCM, he would like to have a contract to hire Lisa Morrell as the Town Manager on for discussion.

**16. ANNOUNCEMENTS:** (1) Vacancy on the Planning & Zoning Board; (2) Vacancy on the Parks & Recreation Board; (1) Vacancy on 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: 10/16/2023

DRAFT



# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

### AGENDA ITEM NO: **10.a**

Meeting Date: October 16<sup>th</sup>, 2023

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Recognizing Florida Municipal Government Week (Resolution 09-2023)**

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#### **BACKGROUND/HISTORY:**

- Florida Municipal Government week is held annually in October. It is a time for municipalities across the state to celebrate, showcase and engage citizens in the work of municipal government.
- Municipal government is the government closest to the people and generally receives higher approval ratings than other levels of government. Yet, many residents are unaware of how municipal services impact their lives.
- Florida Municipal Government week 2022 was held October 17-23.

#### **ATTACHMENTS:**

- Resolution 09-2023
- Town of Malabar Florida Municipal Government Week Schedule of Events.

#### **ACTION:**

- Motion to approve Resolution 09-2023

#### **FINANCIAL IMPACT:**

- None

**RESOLUTION 09-2022**

**A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; RECOGNIZING FLORIDA MUNICIPAL GOVERNMENT WEEK, OCTOBER 16<sup>TH</sup> TO OCTOBER 22<sup>ND</sup>, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.**

**WHEREAS**, municipal government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

**WHEREAS**, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

**WHEREAS**, municipal government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

**WHEREAS**, municipal government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

**WHEREAS**, Florida Municipal Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

**WHEREAS**, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF MALABAR AS FOLLOWS:**

**Section 1.** That the Town of Malabar encourages all citizens, municipal government officials and employees to participate in events that recognize and celebrate Florida Municipal Government Week.

**Section 2.** That the Town of Malabar encourages educational partnerships between municipal government and schools, as well as civic groups and other organizations.

**Section 3.** That the Town of Malabar supports and encourages all Florida municipal governments to actively promote and sponsor Florida Municipal Government Week.

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 Hofmeister	_____

This Resolution was then declared to be duly passed and adopted this 16th day of October 2023.

**TOWN OF MALABAR**

(seal)

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

ATTEST:

\_\_\_\_\_  
Richard W. Kohler  
Town Clerk

Approved as to form and content:

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

## **FL Municipal Week (October 16<sup>th</sup> – October 22<sup>nd</sup>) Ideas**

Monday October 16<sup>th</sup> – Adopt a resolution at that night's RTCM highlighting FL municipal week and share the adopted resolution via social media to grow awareness.

Tuesday October 17<sup>th</sup> – Highlight Employee, Fritz/ Hooker (Pending approval) as a Malabar Firefighter and resident. A brief description of his duties, and why he loves our Town!

Wednesday October 18<sup>th</sup> – Highlight Municipal Volunteers, Trails and Greenways Member(s). Social Media post thanking them for their service, introducing them, a brief description of T&GC projects, with a highlight of CTS.

Thursday October 19<sup>th</sup> – Highlight Employee, Building Department Manager, as a Malabar employee. Brief description of duties, and why she loves our town!

Friday October 21<sup>st</sup> – Social Media Trivia Game. Utilizing SurveyMonkey, create a 5-10 question Malabar History Quiz, and post it to social media. Any resident who brings in a perfect score earns a free hat, license plate, Malabar pen or shirt.

# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

### AGENDA ITEM NO: **10.b**

Meeting Date: October 16<sup>th</sup>, 2023

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Draft Contract for Lisa Morrell to become Town Manager - Mayor Reilly**

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#### **BACKGROUND/HISTORY:**

At the 10/02/2023 RTCM, Town Manager Matt Stinnett informed Council that he had accepted a position in Brevard County Government, and his last day working for Malabar would be November 3<sup>rd</sup>, 2023.

Also at the 10/02/2023 RTCM, Mayor Reilly requested a Draft Contract to appoint current Malabar Special Projects Manager and Town Treasurer Lisa Morrell as the next Town manager.

Staff has drafted such contract by utilizing portions of the current Town Manager contract, as well as portions of the current Special Projects Manager and Town Treasurer Contract. The contract has been approved for legal content by the Town Attorney.

If the draft is approved, Council may wish to appoint a Council Member to negotiate the final salary and benefits of the contract with Ms. Morrell, to be approved at the November 6<sup>th</sup> RTCM.

#### **ATTACHMENTS:**

- DRAFT Resolution 10-2023

#### **ACTION:**

- Motion to move forward with the Draft Contract, and to appoint a Council Member to negotiate the final salary and benefits for final approval at the November 6<sup>th</sup> RTCM.

#### **FINANCIAL IMPACT:**

- Undetermined at this time.

**RESOLUTION 10-2023**

**A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF LISA MORRELL AS 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 hiring Lisa Morrell as the Malabar Town Manager as of November 6, 2023; 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 Lisa Morrell as the Malabar Town Manager to begin on November 6, 2023 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 Jim Clevenger  
Council Member Dave Scardino  
Council Member Mary Hofmeister

This Resolution was then declared to be duly passed and adopted this 6th day of November 2023.

**TOWN OF MALABAR**

(seal)

By: -----  
Mayor Patrick T. Reilly, Council Chair

ATTEST:

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Richard Kohler, C.M.C.  
Town Clerk

Approved as to form and content:

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Karl W. Bohne, Jr., Town Attorney

# EXHIBIT "A" of Reso 10-2023

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## **EMPLOYMENT AGREEMENT FOR TOWN MANAGER**

THIS AGREEMENT made and entered into on the 6<sup>th</sup> day of November 2023, by and between the Town of Malabar, Florida, a municipal corporation of the State of Florida, Brevard County (hereafter the "Town"), and Lisa Morrell (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.



## EXHIBIT "A" of Reso 10-2023

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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 \$100,000.00, effective November 6<sup>th</sup>, 2023, 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 The 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 (1 X) the annual wages; and Short-term and Long-term Leave provided to all full-time employees at Town's expense. Such insurance coverage shall be effective immediately and without interruption.
- 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.

## EXHIBIT "A" of Reso 10-2023

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- 4.05 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.

- 4.06 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. Severance shall not be paid should the Employee be terminated for misconduct as defined in Section 443.036(29) of the Florida Statutes
- 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

\_\_\_\_\_  
Lisa Morrell

\_\_\_\_\_  
Witness

**THE TOWN OF MALABAR**

By: -----  
Mayor Patrick T. Reilly

ATTEST:

\_\_\_\_\_  
Richard Kohler, Town Clerk

# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

### AGENDA ITEM NO: **10.C**

Meeting Date: October 16<sup>th</sup>, 2023

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Town of Malabar Staffing Needs – Mayor Reilly**

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#### **BACKGROUND/HISTORY:**

At the 10/02/2023 RTCM, Town Manager Matt Stinnett informed Council that he had accepted a position in Brevard County Government, and his last day working for Malabar would be November 3<sup>rd</sup>, 2023.

Also at the 10/02/2023 RTCM, Mayor Reilly requested a Draft Contract to appoint current Malabar Special Projects Manager and Town Treasurer Lisa Morrell as the next Town Manager. If SPM/Treasurer Morrell is appointed to become the next Town Manager, the Town Treasurer position will be vacant. If Council chooses to not appoint SPM/Treasurer Morrell to the position, the Town Manager position will be vacant.

Should Council appoint Ms. Morrell as the Town Manager, Staff has developed multiple options to fill the Town Treasurer position for Council's review:

**Option 1:** Post the position for Town Treasurer with the job description and salary range used in the search last year.

- Staff may post the position as soon as Council directs.
- Discuss the posting period for the advertisement.

**Option 2:** Combine the Town Clerk and Town Treasurer position.

- This would require a Resolution repealing and replacing Resolution 15-2022, which separated the positions.
- This would also require a renegotiated contract with the Town Clerk for increased duties and responsibilities.
- Staff requests this change include the creation of a job description and funded position for an Accounts Payable Clerk to work in the Treasurer's Office.
- Staff could develop the required Resolution, renegotiated contract and Job Description for Council review at the November 6<sup>th</sup> RTCM.

Should Council choose to advertise for the position of Town Manager, the following steps must be taken:

- Town Manager Job Description Review
  - Qualifications
  - Pay Scale
  - Duties
- Selection of Interim Town Manager.
- Discuss the posting period for the advertisement.

#### **ATTACHMENTS:**

- None

#### **ACTION:**

- Motion to direct Staff to post the position of Town Treasurer.

OR

- Motion to direct Staff to draft a resolution repealing and replacing Resolution 15-2022, appoint a Council Member to renegotiate the Town Clerk/Treasurer contract, and draft a job description for an Accounts Payable Clerk, to be approved by Council at the November 6<sup>th</sup> RTCM.

OR

- Motion to direct staff to prepare the job description for Town Manager, to be approved by Council at the November 6<sup>th</sup> RTCM.

**FINANCIAL IMPACT:**

- Undetermined at this time.