



REGULAR TOWN COUNCIL MEETING

Monday, October 17, 2022 at 7:00 pm

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

a. Virginia K. Raftery

Exhibit: Agenda Report Number 4a

Attachments:

- **Agnda Report Number 4a** (Agenda_Report_Number_4a.pdf)

b. Julianne Pelletier

Exhibit: Agenda Report Number 4b

Attachments:

- **Agenda Report Number 4b** (Agenda_Report_Number_4b.pdf)

c. Anissa Calhoun

Exhibit: Agenda Report Number 4c

Attachments:

- **Agenda Report Number 4c** (Agenda_Report_Number_4c.pdf)

d. Chris Quirk

Exhibit: Agenda Report Number 4d

Attachments:

- **Agenda Report Number 4d** (Agenda_Report_Number_4d.pdf)

e. Jon E. Davis (New Applicant)

Exhibit: Agenda Report Number 4e

Attachments:

- **Agenda Report Number 4e** (Agenda_Report_Number_4e.pdf)

5. CONSENT AGENDA

a. Approve Minutes of the Rescheduled Final Budget Hearing and the RTCM of 10/03/2022

Exhibit: Agenda Report Number 5a

Attachments:

- **Agenda Report Number 5a** (Agenda_Report_Number_5a.pdf)

b. Brevard County Stormwater Program Interlocal Agreement Contract Renewal

THIS SECOND CONTRACT RENEWAL is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (the "County"), and the Town of Malabar, a Florida municipal corporation (the "Town").

Exhibit: Agenda Report Number 5b

Attachments:

- **Agenda Report Number 5b** (Agenda_Report_Number_5b.pdf)

c. Third Amendment for Stormwater Education and Outreach Interlocal Agreement

This Amendment is made and entered into on the date of the last signature below by and between the Board of County Commissioners of Brevard County, Florida, the City of Cape Canaveral, the City of Cocoa, the City of Cocoa Beach, the Town of Grant-Valkaria, the City of Indian Harbour Beach, the Town of Malabar, the City of Melbourne, and the City of West Melbourne.

Exhibit: Agenda Report Number 5c

Attachments:

- **Agenda Report Number 5c** (Agenda_Report_Number_5c.pdf)

6. ATTORNEY REPORT

7. STAFF REPORTS

- a. Manager**
- b. Special Projects Manager**
- c. Clerk**

8. 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

9. PUBLIC HEARINGS / SPECIAL ORDERS

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

(RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)

11. ACTION ITEMS

ORDINANCES: 0

RESOLUTIONS: 5

MISCELLANEOUS: 2

a. Recognizing Florida Municipal Government Week (Resolution 22-2022)

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; RECOGNIZING FLORIDA MUNICIPAL GOVERNMENT WEEK, OCTOBER 17TH TO OCTOBER 23RD, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING EVENTS.

Exhibit: Agenda Report Number 11a

Attachments:

- **Agenda Report Number 11a** (Agenda_Report_Number_11a.pdf)

b. Appoint Joanne M. Korn to Board of Adjustments (Resolution 23-2022)

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF JOANNE M. KORN TO THE MALABAR BOARD OF ADJUSTMENT AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 11b

Attachments:

- **Agenda Report Number 11b** (Agenda_Report_Number_11b.pdf)

c. Appoint Katie Abare to Board of Adjustment (Resolution 24-2022)

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF KATIE ABARE TO THE MALABAR BOARD OF ADJUSTMENT AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 11c

Attachments:

- **Agenda Report Number 11c** (Agenda_Report_Number_11c.pdf)

d. Appoint Barbara Cameron to Trails and Greenways Committee (Resolution 25-2022)

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF BARBARA CAMERON TO THE MALABAR TRAILS AND GREENWAYS COMMITTEE AS AN ALTERNATE MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 11d

Attachments:

- **Agenda Report Number 11d** (Agenda_Report_Number_11d.pdf)

e. Appoint David Scott Taylor to the Planning and Zoning Board (Resolution 26-2022)

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF DAVID SCOTT TAYLOR TO THE MALABAR PLANNING AND ZONING BOARD AS A REGULAR; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 11e

Attachments:

- **Agenda Report Number 11e** (Agenda_Report_Number_11e.pdf)

f. Piggy-back Contract - Plan Review and Building Inspector Services, IFB#09-0-2021, City of Palm Bay, CAP Government, Inc

Exhibit: Agenda Report Number 11f

Attachments:

- **Agenda Report Number 11f** (Agenda_Report_Number_11f.pdf)

g. Procurement of BS&A Accounting Software

Exhibit: Agenda Report Number 11g

Attachments:

- **Agenda Report Number 11g** (Agenda_Report_Number_11g.pdf)

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

12. DISCUSSION/POSSIBLE ACTION

a. Limited Manufacturing in Certain Zoning Districts

CM Scardino

Exhibit: Agenda Report Number 12a

Attachments:

- **Agenda Report Number 12a** (Agenda_Report_Number_12a.pdf)

b. Sign Code update to Planning and Zoning Board

CM Scardino

Exhibit: Agenda Report Number 12b

Attachments:

- **Agenda Report Number 12b** (Agenda_Report_Number_12b.pdf)

13. PUBLIC COMMENTS

General Items (Speaker Card Required)

14. REPORTS - MAYOR AND COUNCIL MEMBERS

15. ANNOUNCEMENTS

(2) Vacancies on the Planning and Zoning Board

16. 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.

Contact: Richard W. Kohler (townclerk@townofmalabar.org 321-727-7764) | Agenda published on
10/12/2022 at 5:41 PM

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 4.a
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Treasurer Interview of Virginia K. Raftery

BACKGROUND/HISTORY:

- a. At the 09/26/2022 RTCM, Council agreed to interview the top 4 applicants for the Town Treasurer Position, Virginia K. Raftery, Julianne Pelletier, Anissa Calhoun and Chris Quirk.
- b. Mrs. Raftery has accepted the interview, scheduled for 7:05 PM of 10/17/2022.

ATTACHMENTS:

- a. Virginia K. Raftery Application.

ACTION OPTIONS:

- a. Council Action Requested

Treasurer

Virginia Raftery

7 pages

TOWN OF MALABAR

JUN 23 2022

RECEIVED

Virginia K. Raftery

3 Glenn Terrace
Newton NJ 07860
(973) 529-3174
ginnvmike2@yahoo.COM

Finance/Accounting/Numbers/Treasurer

Experience

July 2001 to Present

Town of Newton
39 Trinity Street
Newton Nj 07860

Treasurer/Account Supervisor

- Multiple accounts using a fund accounting system.
- Bank reconciliation of all accounts.
- 1099's/Fixed asset accounting.
- Online Banking also using remote deposit capture
- Treasurer reports prepare analysis/spreadsheets.
- Deposits and post cash receipts.
- Process requisitions in compliance with the local public contracts law.
- Prepare bills list for governing body and print checks.
- Payroll functions cover/charge budgets and journal entries.
- Assist CFO/Tax Collector/Water Collector.
- Record destruction using Artimis
- Annual Budget

July 2015 to March 2020 (Covid closures)

JCPenney
Rockaway Mall

Cash Room/Enterprise

- Daily deposits from the previous day.
- Close/Open registers daily.
- Work with loss prevention if there are any shortages.
- Reconcile all cash drawers/tills.
- Send money using Dunbar.
- Order Money.
- Reconcile safe to \$25,000 each day.

Education

September 2008 to June 2014

Rutgers University



Town of Malabar, Florida EMPLOYMENT APPLICATION

Equal Opportunity Employer/Affirmative Action Employer
The State of Florida does not tolerate violence in the workplace.

Where to Find Vacancy Information:

- On the Internet: <https://www.townofmalabar.org>
- One Stop Career Centers - Consult your local telephone directory or visit <http://www.employflorida.com>
- Town of Malabar Human Resources

FOR OFFICIAL USE ONLY			
Agency Authorized Signature	Date	Broadband/Class Code	Status
POSITION APPLIED FOR			
Title: <u>Town Treasurer</u>			
Date Available: <u>August 1, 2022</u> Interview Contact Dates: _____			
Application Review: _____			
Minimum Acceptable Salary: _____			

- GENERAL INSTRUCTIONS FOR COMPLETION OF APPLICATION:**
- Complete all information within this application in its entirety.
 - Type or print in ink.
 - All information provided will be a public record and will be released upon request, unless exempt or confidential.
 - Specify the position for which you are applying. (Note: A separate application must be submitted for each vacancy. Photocopies are acceptable.)
 - Submit application to the Town of Malabar, fax: (321) 727-9997, email: hr@townofmalabar.org, US MAIL 2725 Malabar Road, Malabar FL 32950 no later than 11:59 PM (EST) on the announced deadline date.
 - Sign your name in the Certification Section (page 4). All information you submit is subject to verification.

HOW DO WE CONTACT YOU?

Virginia Raftery
Name

Town of Malabar Employee ID Number (if any)
3 Glenn Terrace
Mailing Address

Fredon Sussex NJ 07860
City County State Zip Code

(973) 529-3174
Phone Alternate Phone

ginnymike2@yahoo.com
E-mail Address

EDUCATION

HIGH SCHOOL:

NAME / LOCATION OF SCHOOL: Walkkill Valley High School

RECEIVED: Diploma Other (specify) _____ None

YOUR NAME, IF DIFFERENT WHILE ATTENDING SCHOOL: _____

COLLEGE, UNIVERSITY OR PROFESSIONAL SCHOOL: (TRANSCRIPTS MAY BE REQUIRED)

NAME OF SCHOOL	LOCATION	DATES OF ATTENDANCE (MONTH / YEAR)		CREDIT HOURS EARNED		MAJOR / MINOR COURSE OF STUDY	TYPE OF DEGREE EARNED
		FROM	TO	QTR	SEM		
<u>Rutgers University</u>	<u>New Brunswick, NJ</u>	<u>2008</u>	<u>2014</u>			<u>Government Accounting</u>	<u>Certifica</u>

YOUR NAME, IF DIFFERENT WHILE ATTENDING SCHOOL: _____

JOB-RELATED TRAINING OR COURSE WORK: (VOCATIONAL TRADE, GOVERNMENTAL BUSINESS, ARMED FORCES, ETC.)

NAME OF SCHOOL	LOCATION	DATES OF ATTENDANCE (MONTH / YEAR)		CREDIT HOURS EARNED		COURSE OF STUDY	TRAINING COMPLETED	
		FROM	TO	CLASS	CLOCK		YES	NO

YOUR NAME, IF DIFFERENT WHILE ATTENDING SCHOOL: _____

LICENSURE, REGISTRATION, CERTIFICATION (EXAMPLES: Teacher Certification, RN, LPN, PE, CPA, etc.)

LICENSE, REGISTRATION OR CERTIFICATION	Number	Date Received	Expiration Date	State Licensing Agency

PERIODS OF EMPLOYMENT

Describe all work experience in detail, beginning with your current or most recent job. Include military service (indicate rank), internships and job-related volunteer work, if applicable. Indicate number of employees supervised. Use a separate block to describe each position or gap in employment. If needed, attach additional sheets, using the same format as on the application. All information in this section must be completed. Resumes may be attached to provide additional information.

1 Name of Present or Last Employer: Town of Newton
Address: 39 Trinity Street Newton NJ 07860 Your Job Title: Treasurer/Accounts Supervisor
Supervisor's Name: Dawn Babcock Phone No.: (973) 271-7551
FROM: 7 / 1 / 2001 TO: / / HOURS PER WEEK: 35 ()
MONTH DAY YEAR MONTH DAY YEAR YOUR NAME IF DIFFERENT DURING EMPLOYMENT
Duties and Responsibilities: Daily deposits using online banking remote deposit capture. Post in fund accounting
A/P entering all requisitions in compliance with local public contract law. Bills List for Council approval run checks from a clearing account move money using online banking
Payroll functions cover/charge and do the journal entries
Bank Reconciliation of 18 to 20 accounts
1099's/Fixed Assests/Treasurer reports/assist CFO/Tax collector/Water collector
Reason For Leaving: I love and enjoy my job but ready to move back to Florida.

2 Name of Next Previous Employer: JcPenney
Address: Rockway Mall Your Job Title: Cash Room/Enterprise
Supervisor's Name: Lauren Larkin Phone No.: ()
FROM: 7 / 1 / 2015 TO: 3 / 14 / 2020 HOURS PER WEEK: p/t ()
MONTH DAY YEAR MONTH DAY YEAR YOUR NAME IF DIFFERENT DURING EMPLOYMENT
Duties and Responsibilities: Daily Deposits
Close/openreconcile registers/tills daily
Reconcile safe

Reason For Leaving: Covid Close

3 Name of Next Previous Employer:
Address: Your Job Title:
Supervisor's Name: Phone No.: ()
FROM: / / TO: / / HOURS PER WEEK: ()
MONTH DAY YEAR MONTH DAY YEAR YOUR NAME IF DIFFERENT DURING EMPLOYMENT
Duties and Responsibilities:

Reason For Leaving:

4 Name of Next Previous Employer: _____

Address: _____ Your Job Title: _____

Supervisor's Name: _____ Phone No.: (____) _____

FROM: ____/____/____ TO: ____/____/____ HOURS PER WEEK: ____ (____)
MONTH DAY YEAR MONTH DAY YEAR YOUR NAME IF DIFFERENT DURING EMPLOYMENT

Duties and Responsibilities: _____

Reason For Leaving: _____

5 Name of Next Previous Employer: _____

Address: _____ Your Job Title: _____

Supervisor's Name: _____ Phone No.: (____) _____

FROM: ____/____/____ TO: ____/____/____ HOURS PER WEEK: ____ (____)
MONTH DAY YEAR MONTH DAY YEAR YOUR NAME IF DIFFERENT DURING EMPLOYMENT

Duties and Responsibilities: _____

Reason For Leaving: _____

6 Name of Next Previous Employer: _____

Address: _____ Your Job Title: _____

Supervisor's Name: _____ Phone No.: (____) _____

FROM: ____/____/____ TO: ____/____/____ HOURS PER WEEK: ____ (____)
MONTH DAY YEAR MONTH DAY YEAR YOUR NAME IF DIFFERENT DURING EMPLOYMENT

Duties and Responsibilities: _____

Reason For Leaving: _____

If needed, attach additional sheets, using the same format as on the application. Resumes may be attached to provide additional information.

KNOWLEDGE / SKILLS / ABILITIES (KSAs)

List KSAs you possess and believe relevant to the position you seek, such as operating heavy equipment, computer skills, fluency in language(s), etc.

Use of fund accounting system MS!

basic skills of excell word outlook

I am a numbers person

EXEMPTION FROM PUBLIC RECORDS DISCLOSURE

ARE YOU A CURRENT OR FORMER LAW ENFORCEMENT OFFICER, OTHER COVERED EMPLOYEE**, OR THE SPOUSE OR CHILD OF ONE, WHOSE INFORMATION IS EXEMPT FROM PUBLIC RECORDS DISCLOSURE UNDER SECTION 119.071(4)(d), FLORIDA STATUTES (F.S.)?

YES

NO

**Other covered jobs include but are not limited to: correctional and correctional probation officers, firefighters, certain judges, assistant state attorneys, state attorneys, assistant and statewide prosecutors, personnel of the Department of Revenue or local governments whose responsibilities include revenue collection and enforcement or child support enforcement, and certain investigators in the Department of Children and Families [see§ 119.071.F.S.].

BACKGROUND INFORMATION

HAVE YOU EVER BEEN CONVICTED OF A FELONY OR A FIRST DEGREE MISDEMEANOR?

YES

NO

If "YES", what charges? _____

Where convicted? _____

Date of Conviction: _____

HAVE YOU EVER PLED NOLO CONTENDERE OR PLED GUILTY TO A CRIME WHICH IS A FELONY OR A FIRST DEGREE MISDEMEANOR?

YES

NO

If "YES", what charges? _____

Where? _____

Date: _____

HAVE YOU EVER HAD THE ADJUDICATION OF GUILT WITHHELD FOR A CRIME WHICH IS A FELONY OR A FIRST DEGREE MISDEMEANOR?

YES

NO

If "YES", what charges? _____

Where? _____

Date: _____

NOTE: A "YES" answer to these questions will not automatically bar you from employment. The nature, job-relatedness, severity and date of the offense in relation to the position for which you are applying are considered [see §112.011, F.S.]

CITIZENSHIP

The state of Florida hires only U.S. citizens and lawfully authorized alien workers. You will be required to provide identification and either proof of citizenship or proof of authorization to work in the U.S.

1. ARE YOU A U.S. CITIZEN?

YES

NO

2. IF NO, ARE YOU LEGALLY AUTHORIZED TO ACCEPT EMPLOYMENT WITH THE SPECIFIC HIRING AUTHORITY TO WHICH YOU ARE APPLYING?

YES

NO

RELATIVES

TO YOUR KNOWLEDGE, DO YOU HAVE ANY RELATIVES WORKING IN THIS AGENCY?

YES

NO

CERTIFICATION

I am aware that any omissions, falsifications, misstatements, or misrepresentations above may disqualify me for employment consideration and, if I am hired, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I consent to the release of information about my ability, employment history, and fitness for employment by employers, schools, law enforcement agencies, and other individuals and organizations to investigators, human resources staff, and other authorized employees of Florida state government for employment purposes. This consent shall continue to be effective during my employment if I am hired. I understand that applications submitted for state employment are public records. I certify that to the best of my knowledge and belief all of the statements contained herein and on any attachments are true, correct, complete, and made in good faith.

SIGNATURE: Virginia Raftery

DATE: June 25, 2022

YOUR NAME: Virginia Raftery

POSITION TITLE FOR WHICH YOU ARE APPLYING: Treasurer

VETERANS' PREFERENCE INFORMATION: (Career Service positions only) For the purposes of appointment, retention, reinstatement, reemployment and promotion, Veterans' Preference ensures that veterans and eligible persons are given consideration at each step of the selection process. However, preference does not guarantee that a veteran or other eligible person will be the candidate selected to fill the position. Section 295.07, Florida Statutes (F.S.) specifies who is eligible for Veterans' Preference. State of Florida residency is not required for Veterans' Preference. Completion of the Veterans' Preference section below is voluntary and will be kept confidential in accordance with the Americans with Disabilities Act. Listed below are the seven Veterans' Preference categories.

- a. A veteran with a service-connected disability who is eligible for or receiving compensation, disability retirement, or pension under public laws administered by the U.S. Department of Veterans' Affairs and the Department of Defense. [section 295.07(1)(a), F.S.]
- b. The spouse of a veteran who cannot qualify for employment because of a total and permanent service-connected disability, or the spouse of a veteran missing in action, captured, or forcibly detained or interned in line of duty by a foreign government or power. [section 295.07(1)(b), F.S.]
- c. A wartime veteran as defined in section 1.01(14), F.S., who has served on active duty for one day or more during a wartime period or who has served in a qualifying campaign or expedition. Active duty for training shall not qualify for eligibility under this paragraph. [section 295.07(1)(c), F.S.]
- d. The un-remarried widow or widower of a veteran who died of a service-connected disability. [section 295.07(1)(d), F.S.]
- e. The mother, father, legal guardian, or unremarried widow or widower of a member of the United States Armed Forces who died in the line of duty under combat-related conditions, as verified by the United States Department of Defense. [section 295.07(1)(e), F.S.]
- f. A veteran as defined in section 1.01(14), F.S., excluding active duty for training. [section 295.07(1)(f), F.S.]
- g. A current member of any reserve component of the United States Armed Forces or the Florida National Guard. [section 295.07(1)(g), F.S.]

All applicants claiming Veterans' Preference must submit a DD Form 214 (member copy #4) or comparable discharge, separation or current reserve documentation that indicates the character of service as honorable. In addition, all applicants claiming Categories a, b, d, or e above must also furnish supporting documentation in accordance with the provisions of Rule 55A-7 Florida Administrative Code. Please fax your supporting documentation to the Town of Malabar at (321) 727-9997, or scan to email: hr@townofmalabar.org, or mail to: 2725 Malabar Road, Malabar FL 32950 by the closing date of the job announcement. Be sure to include the position title for which you are applying on each page submitted. All required documents must be submitted no later than the closing date of the job announcement.

Under Florida law, preference in appointment shall be given first to those persons in Categories a or b and then to those in Categories c, d, e, f or g. If a qualified applicant claiming Veterans' Preference believes he/she was not afforded employment preference, he/she may file a complaint with the Florida Department of Veterans' Affairs, Veterans' Preference, P. O. Box 31003, St. Petersburg, FL 33731. A complaint must be filed within 21 days of the applicant receiving notice of the hiring decision made by the employing agency or within 3 months of the date the application is filed with the employer if no notice is given.

VETERANS' PREFERENCE CLAIM: IF ELIGIBLE, WHICH VETERANS' PREFERENCE CATEGORY ABOVE ARE YOU CLAIMING?

ARE YOU CURRENTLY EMPLOYED WITH THE AGENCY TO WHICH YOU ARE CURRENTLY APPLYING?

YES NO

HAVE YOU RECEIVED A PROMOTIONAL APPOINTMENT IN A CAREER SERVICE POSITION, SUBSEQUENT TO ACTIVE MILITARY SERVICE, WITH THE AGENCY TO WHICH YOU ARE CURRENTLY APPLYING?

YES NO

EEO SURVEY Although the following information is not mandatory, it is requested to aid the State of Florida in its commitment to Equal Employment Opportunity, Affirmative Action and to meet federal reporting requirements. Refusal to answer will not result in adverse treatment of any applicant. Applicants who believe they have been discriminated against may file a complaint with the Florida Commission on Human Relations, 2009 Apalachee Parkway, Tallahassee, Florida 32301.

RACE/ ETHNICITY (Please identify both Race and Ethnicity)

Race (CHECK ONLY ONE):

- White
- Black/African American
- Asian
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaska Native
- 2 or more races

Ethnicity (CHECK ONLY ONE):

- Hispanic or Latino
- Not Hispanic or Latino

SEX: MALE FEMALE

DATE OF BIRTH: December 2, 1970

POSITION NUMBER: _____

POSITION TITLE FOR WHICH YOU ARE APPLYING: Town Treasurer

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 4.b
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Treasurer Interview of Julianne Pelletier

BACKGROUND/HISTORY:

- a. At the 09/26/2022 RTCM, Council agreed to interview the top 4 applicants for the Town Treasurer Position, Virginia K. Raftery, Julianne Pelletier, Anissa Calhoun and Chris Quirk.
- b. Mrs. Pelletier has accepted the interview, scheduled for 7:20 PM of 10/17/2022.

ATTACHMENTS:

- a. Julianne Pelletier Application.

ACTION OPTIONS:

- a. Council Action Requested

Juli Pelletier

Treasurer

Debby Franklin

From: Juli Pelletier <jpjules714@gmail.com>
Sent: Thursday, August 25, 2022 8:48 PM
To: Debby Franklin
Subject: Town of Malabar - Treasurer
Attachments: Pelletier - Malabar Treasurer.pdf; JP 8 21 2022.pdf

Good evening,

Please find my resume and cover letter for the Town Treasurer position, attached for your review.

Thank you in advance for your consideration.

Please note that while my current residence is NH, I have housing available down the road in Vero Beach, and my home here is already on the market.

Have a lovely weekend!

Regards,

Juli Pelletier

----- Forwarded message -----

From: Pelletier, Julianne <Julianne.Pelletier@energy.nh.gov>

Date: Thu, Aug 25, 2022 at 8:39 PM

Subject: Town of Malabar

To: Juli Pelletier <jpjules714@gmail.com>

townclerk@townofmalabar.org

Julianne Pelletier

5080 55th St • Vero Beach, FL 32976 • 31 First Ave • Goffstown, NH 03045 • 603-497-7923 • jpjules714@gmail.com

August 24, 2022

Human Resources Department
Town of Malabar
Town Hall
2725 Malabar Road
Malabar, FL 32950-4427

Dear Director,

I am writing to express my interest in your posting for the Treasurer position with the Town of Malabar. I will bring the level of expertise you are searching for to accomplish the desired financial and management objectives of the Town.

I have the educational background and years of professional experience in all desired areas of Administration, Management, Accounting and Finance. I have the fund accounting experience and can manage all phases of governmental accounting. I also possess extensive budget development at the Federal, State and local levels, financial reporting experience, excellent audit history experience, supervisory experience as well as the ability to collaborate with all stakeholders.

My contributions include problem solving and streamlining processes to improve efficiency. Through the completion of the Certified Public Supervisor and Certified Public Manager programs in the State of New Hampshire, I was fortunate to participate in many great courses that have strengthened my leadership abilities and broadened my knowledge of public sector operations.

While at SDIRC, I was able to quickly advance, gain quite a bit of knowledge, and gain responsibility rapidly as Director of Finance, I managed a team of 14, I filled in for the CFO frequently as needed, and gained many skills that added to my foundation.

I appreciate your time and I look forward to the opportunity to discuss with you how my qualifications can benefit the Town of Malabar, this role, and add strength to your team and achieve all our goals.

Warm Regards,

Julianne Pelletier
Julianne Pelletier

Julianne Pelletier

31 First Ave Goffstown NH 03045 603-497-7923 jppules714@gmail.com

Professional Summary

Dedicated and technically skilled manager with a versatile skill set developed through experience in business, finance and accounting as an Administrator and Director is seeking a challenging position with growth opportunities and longevity. Enjoy building a team environment with cross functional applications that collaborate with all departments within an Organization.

Excel in resolving employer challenges with innovative solutions, improve systems and processes for increased efficiency, and enhance customer satisfaction and the bottom line, a Manager, who is highly analytical, deadline-driven and completes accounting activities with accuracy. Member GFOA, FSFOA, Certified Public Manager, Certified Public Supervisor.

Key Skills

- Budget development
- Financial Reporting
- Financial Statements
- Cash flow analysis
- General Ledger
- Federal Grants Management
- Auditing & Monitoring
- Teambuilding & Supervision
- Month End / Year End
- Planning
- Inventory Management
- ACFR / AFR /SEFA
- Contract Implementation Management
- Benefits Administration
- Staff Development & LEAN Training
- Office Management
- Expense Reduction

Computer Skills

- MS Office Suite
Excel, Word, Access, PowerPoint
 - Google Doc,
 - ERP Systems
NetSuite, Lawson, SAP, Deltek, FOCUS,
 - Accounting Apps
QuickBooks, Peachtree, MYOB, TERMS
 - Payroll
ADP, Paychex, QuickBooks
-

Experience

Business Administrator IV — Director —Business Office

12/2018 to 5/2022 &
7/2022 to present PT

State of NH, Public Utilities Commission/ NH Department of Energy — Concord, NH

- Manage operating and grant budgets for the Commission, the Consumer Advocate and the SEC.
 - Implemented Online Payment System
 - Develop and implement policies, procedures and systems for all financial operations.
 - Interprets legislative, regulatory and accounting standards to comply with State and Federal accounting standards.
 - Prepares and monitors agency grants, requests for proposals and contracts, assessing needs and solutions.
 - Preparing submittals for Governor and Council and Fiscal Committee for the agency, testifying as needed.
 - Develops, assesses and implements human resource policies and procedures to ensure that such procedures are properly administered.
 - Advises agency officials and administrators on strategic, technical and procedural matters.
 - Oversees all aspects of the operations of the Business Office, utilizes broad discretionary judgment to manage all functions.
 - Utilizes the resources available to achieve the priorities and objectives of the organizations, ensures compliance with statewide, federal rules procedures, statutes, and internal policy and procedures.
 - Oversees all operational activities of the Commission and associated agencies, building logistics, maintenance, office space planning, fleet management, recycling and purchasing.
-

Director of Finance

School District of Indian River County, Finance Department, Vero Beach, FL

8/2017 to 1/2019

- Assist in managing the school district's monetary resources efficiently and effectively.
 - Safeguard district assets. Total Budget \$289M, General Fund \$170M, Assist in development, presentation and implementation of \$289m budget. Prepared and reported on AFR, TRIM
 - Ensure that all areas of responsibility are operated in an efficient and cost effective manner.
 - Provide timely and accurate information and make it available to the district and the School Board.
 - Union Negotiations; CEA and CWA.
 - Allocation of Florida Education Funding Program FEFP through the district wide public and charter schools.
 - Managed staff of 14, A/P, A/R, Payroll, Grants, Capital, Extended Day - Enterprise Fund, Insurance Fund and Internal Accounts-28 accounts.
 - Implementation of ERP system, development through implementation.
-

Senior Accountant

- Promoted to Director of Finance
 - Audited Insurance policies and invoices for accuracies and inaccuracies; leading to savings for the district of greater than 500K in less than 6 months.
 - Report findings of audits to Benefits Team and provided resolution.
 - Prepared and processed payments for Insurance fund. Approve journal entries of team.
 - Prepared Insurance Fund financials monthly for Assistant Superintendent of Finance and Employee Services, External Consultants, HIATF Committee and Stakeholders.
 - Reconcile accounts; vendor accounts, retiree and COBRA accounts.
 - Work with team to move the department forward in providing exceptional customer service to the employees of the district by helping to resolve problems and answer questions.
 - Wrote policies and procedures to move the department to efficiency.
-

9/2013 to 8/2017

Fiscal Administrator II – Manager**Business Administrator III**

State of NH, Department of Resources & Economic Development – Office of Workforce Opportunity – Concord, NH

- Promoted during tenure to Administrator II.
 - Federal grants manager. Economic Development agency budget preparation.
 - Prepared our divisions Schedule of Expenditures of Federal Awards (SEFA).
 - Administer, negotiate and prepared contracts and monitor through Governor and Council process.
 - Developed, implemented and managed budgets; Federal, State and Local Program (sub- awards).
 - Controlled disbursements and reimbursements; federal drawdowns.
 - Performed quarterly program reviews; Audited programs for fiscal and program performance on site.
 - Evaluated performance; financial and program.
 - Tracked many specific contract awards; WIOA, NEG, SCSEP, MSHA.
 - Completed quarterly financial and performance reports on time.
 - Finalized cost allocation, indirect cost application.
 - Wrote and implemented procedure manual.
 - Data Validation of programs for performance.
 - Facilitated Professional Development Team meetings and annual conference for 200 program staff.
 - Lead manager for the NH Job Training Fund; administered contracts & budgets for grant recipients.
 - Improved efficiency by successfully implementing LEAN to office programs.

Accountant III – State Revolving Fund

4/2012 to 9/2013

State of NH, Department of Environmental Services – Concord, NH

- Managed Drinking Water State Revolving Fund Program (DWSRF).
- Set up New Loans; Prepared loan amortization schedules and invoices for loan recipients.
- Streamlined process for invoicing from 5 days to 1.
- Managed current loans, maintained database for state aid grants, provided statistical and financial reports for year-end financial reporting, for program managers and the Drinking Water Administrator. Prepared federal reporting and federal draw. Prepared financials for divisions State ACFR.
- Executed bank reconciliations for six state bank accounts, successfully completed full state programs' reconciliation, monthly audit of expenditures of the DWSRF program to state accounting systems. Audited g/l, bank statements to ensure accurate grant records and proper authorization of expenses.
- Prepared transfer of expenditure documents and steps.
- Performed year-end audit, reconciliation of all program activities, as well as prepared for outside audits.
- State biennial budgeting process for Drinking Water programs and grants management.

Accountant – Consultant (part-time)

12/2011 to 6/2012

National Empowerment Center – Lawrence, MA

- Set up new accounting system QuickBooks Pro 2012 non-profit.
- Transferred all accounts over to QuickBooks & recaptured six months' accounting backlog.
- Prepared 1099 reports.
- carried out accounts payable and receivable, payroll,
- Complete multiple bank and credit card reconciliations monthly.
- Created efficient recording procedures.
- Launched online procedures for efficient accounts management.
- Tracked expenses for Federal Draw & contract reporting.

Accountant & Office Manager (part-time)

6/2009 to 6/2012

LSJ Electrical Contractors – Goffstown, NH

- Managed all office operations.
- Started accounting system in QuickBooks, upgraded to online for on the go office capabilities.
- Created website presence and marketing materials. Upgraded database management system.
- Developed customer relationships through networking and internet marketing research.
- Managed schedule for crew of six. Maintained code update schedules and licensure for New England.
- Updated accounting records for previous calendar years, prepared information for tax filings.
- Maintained all business insurance records and policy renewals, determining cost effective coverage.
- Managed all accounting related to the business, accounts receivable and payable, payroll.
- Issued and filed 1099 reports. Performed reconciliations of accounts. Produced financial statements.
- Implemented efficient time tracking and job costing. Improved collections, thereby decreasing outstanding accounts receivable.

Senior Staff Accountant

1/2007 to 4/2010

XOS Technologies – Billerica, MA

- Coordinated all accounting functions with all departments of the organization.
- Streamlined process improvements that made it possible to accommodate increasing responsibilities necessitated by staff reductions. Established efficiencies enhancing workflow.
- Reduced month-end close process from three weeks to one week.
- Decreased office expenditures. Established purchasing and payable procedures to utilize available discounts.

- Increased customer satisfaction by establishing solid relationships between the customers, support and finance departments.
- Increased revenue by tracking and ensuring customer support contracts were paid to date before dispatching support personnel. Certified correct pricing was used.
- Created daily cash forecast & cash receipts report providing management with an important decision-making tool.
- Implemented inventory management system, decreased the amount of missing or lost inventory by 50%. Streamlined sales booking processing.
- Shortened receivable aging by updating customer contact information and establishing electronic communications through ERP system.
- Actively involved in month-end close, accruals, reconciliation, and pre-audit process.
- Eliminated errors through reviews and reconciliations.
- Supervised and trained junior accounting staff.

Accountant/Sales Associate

Re/Max Country Properties – Amherst, NH

6/2006 to 1/2007

- Successfully managed the complete real estate accounting process; payroll, accounts payable, receivable and benefits administration.
- Accurately managed escrow funds and commission accounts and disbursed on time.
- Closed real estate transactions for 60 agents, totaling \$5 to \$15 million monthly.
- Increased efficiency in agent profile transactions and reporting.
- Prepared monthly and year end regional reports. Organized for audit. Finalized reconciliations, financial statements. Managed cash flow analysis and forecast.

Sales Associate

William Raveis Real Estate – Westford, MA

4/ 2004 to 8/2006

- Listed and sold residential homes and condominiums. Assisted buyers with purchases as buyer's agent.
- Negotiated high dollar sales. Implemented successful marketing campaign.
- Presidents Million Dollar Club – first year.

Substitute Teacher Pre-K – 8th grade

Carlisle Public Schools – Carlisle, MA

9/2002 to 6/2004

Accountant: 501C

Greyhound Friends – Hopkinton, MA

6/1999 to 12/2002

- Successfully managed all accounting functions; accounts payable, payroll, and cash receipts.
- Reconciled accounts. Coordinated fundraising events. Decreased cost by managing inventory of merchandise and reducing loss. Prepared financial statements for Board of Directors and grant proposal writer.

Project Accountant from Staff Accountant

John Snow, Inc. – Boston, MA

7/1991 to 1/1998

- Promoted during tenure to Project Accountant; served as sole lead accountant to the Program Director on the MA Labor Shortage Initiative
- Managed all accounting, negotiation of contracts, budgeting, auditing and funding for 55 grantees.
- Reduced benefits costs through meticulous recordkeeping; ensuring company did not pay for benefits for employees which were ineligible. Researched and reduced employee expense account balances.
- Implemented employee time keeping adhering to the federal government contract standards.
- Trustworthy assistant to the CFO, controller, executive staff and office manager and earned a reputation for maintaining a positive attitude and producing high-quality work.
- Supervised and trained new accounting staff.

Education

Masters – Forensic Accounting - 3.97 GPA

New England College - Henniker, NH

Managerial & Financial Accounting courses / MBA program

Boston University – Boston, MA

Bachelor of Science; Economics & Finance

Bentley College (Bentley University) – Waltham, MA

Associate of Science; Business Management / Transfer - 3.96 GPA

Middlesex Community College – Bedford, MA

** High Honors allowing for academic scholarship to Bentley

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 4.C
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Treasurer Interview of Anissa Calhoun

BACKGROUND/HISTORY:

- a. At the 09/26/2022 RTCM, Council agreed to interview the top 4 applicants for the Town Treasurer Position, Virginia K. Raftery, Julianne Pelletier, Anissa Calhoun and Chris Quirk.
- b. Mrs. Calhoun has denied the interview request, stating she has made other plans.

ATTACHMENTS:

- a. None

ACTION OPTIONS:

- a. Council Action Requested

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 4.d
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Treasurer Interview of Chris Quirk

BACKGROUND/HISTORY:

- a. At the 09/26/2022 RTCM, Council agreed to interview the top 4 applicants for the Town Treasurer Position, Virginia K. Raftery, Julianne Pelletier, Anissa Calhoun and Chris Quirk.
- b. Mr. Quirk has not responded to Town Staff's requests to schedule an interview.

ATTACHMENTS:

- a. Chris Quirk Application.

ACTION OPTIONS:

- a. Council Action Requested

Treasurer

Christopher Quirk

JUN 21 2022

RECEIVED

5 pages

CHRISTOPHER S. QUIRK, CPA, MBA, CGFO
3490 Martinique Trace #202
Stuart, Florida 34997
561/531-0499
csq1017@gmail.com

Dear Madam or Sir:

The enclosed resume--which details my skills, abilities and accomplishments in general and financial management--is presented to your organization in anticipation of a need for experienced talent who can produce tangible results.

As reviewed within my resume, I bring experience in several areas deemed assets in management. I am a competent financial manager and a skilled general manager encompassing system, process, procedures, long/short term planning. Having served in a medium sized organization (Vellano Bros. Inc., Water, Sewer and Drainage pipe, valves and fittings distributor and contractor.) has afforded me the opportunity to be involved in most all phases of management. Serving for the City of Albany as CFO of its department of General Services, (\$50 million Capital budget) has given hands on experience in non-profit governmental organization. Responsibilities included programming internal control audits within a government entity. All budgeting, contract administration and department procurement. As CFO within a large City Department, I have had the opportunity to work with and supervise people from a wide range of culturally diverse backgrounds. This experience has helped me be a better employee and manager. After seven years with DGS, I was promoted to Assistant Treasurer of the City of Albany. With the promotion came the added duties of debt issuance, cash management and risk management. I also oversee tax billing and collection and automated payroll. I authored a new internal control manual, cash management and implemented them citywide. In January 2014, I was appointed CFO of the Albany Water and Water Supply. (NYS Authority) After several years of financial and administrative underachievement, the \$40 million department is now the model for the City. I have researched and implemented a new utility billing software (Accela) and an ERP system City wide... (New World Logos.net). Since May of 2017, I have been the finance Director for the Village of Tequesta, FL. By August of 2017, I had successfully implemented a new ERP system (BS&A). I completed my first Village CAFR (Year ended 9/30/17) three months earlier than it has ever been completed and received the GFOA award for Excellence in Financial Reporting. This fiscal year (17/18), with proper cash management, I was able to increase interest income from under \$10,000 to \$150,000.

In 2020 I have been appointed Deputy Comptroller of Ulster County, NY with responsibilities of auditing financial, programmatic policy and procedures using risk assessments and reviews of internal controls of all departments of the \$350M county. We adhere to GAAS and GAGAS with the Yellow Book and GFOA best practices.

In 2021 I returned to the Florida warmth as the Financial Services Director of the Village of Indiantown, FL. The Village was incorporated in December of 2017 and I have been tasked to build an efficient and transparent finance and accounting department from the ground up.

In addition, I bring experience in public accounting, which provides a broad base of exposure to business operations and challenges, experience and solutions.

I am seeking a new opportunity not out of displeasure with my present employer. In contrast, the experience has been excellent and the City exceptional to work for. However, I feel I need a new challenge to pursue; therefore, I am exploring opportunities at this point in my career.

I can assure you of an attitude and conduct of professionalism, quality orientation and abilities as a leader. From 2000-2015, I have owned and operated a successful restaurant in the downtown Albany entertainment district. (Victory Café)

After reviewing my resume, perhaps we could meet to discuss my qualifications in further detail. I can be reached at the telephone number listed above and look forward to our discussion. Thank you for your time and consideration, of course, your confidentiality is appreciated.

Sincerely,

Christopher S. Quirk

Enclosure

TOWN OF MALABAR
DLT

JUN 26 2002

RECEIVED

CHRISTOPHER S. QUIRK, CPA, MBA, CGFO
3490 Martinique Trace #202
Stuart, Florida 34997
csq1017@gmail.com
561-531-0499

PROFESSIONAL OBJECTIVE

Senior level appointment in Management utilizing skills in fiscal management, planning, administration, business development and staff management.

EXECUTIVE SUMMARY

Significant experience in managing people, operations, administration of business concerns while implementing profitability, cash flow and operations improvement initiatives. Experienced in public accounting, business consulting, construction/contractor business accounting, non-profit and governmental accounting provides a wide range of background and expertise.

Highly motivated...professional in presentation and conduct...results-driven...excellent communicator...and articulate.

Seek opportunity to utilize ability to produce positive results in management.

RELATED QUALIFICATIONS REVIEW

Administrative Management

Recognized for achievement in analyzing operating and financial systems, determining appropriate resources, programs, and internal control policy, cash and investment management and human resource administration and policy.

Bottom-line, customer approach to operations. Understand prime importance of providing impeccable service and efficient accounting and distribution.

Skilled in operations analysis, fiscal planning, budgeting, expense control and staff supervision including off-site locations.

General Management Demonstrated

Demonstrated ability to take-charge of operations, marketing/service functions and distribution systems resulting in improved account service, improved fiscal results and administrative accountability. Recognized for general management talent through appointment to Board of Directors.

EXPERIENCE REVIEW

Financial Services Director, 2021-present

Village of Indiantown, Florida

Village's financial management systems, accounting, treasury management, debt administration, utility billing, property tax, cash receipts and pension funds transactions.

Establish department goals, objectives and work plans; develop and maintain financial management systems, internal controls, and policies and procedures; develops and maintains department rules and regulations.

Establishes compliance with internal controls, policies and procedures, relevant Federal and State laws, ordinances and resolutions. Ensures financial activities adhere to generally accepted accounting principles (GAAP).

Supervise, direct, and evaluate assigned staff; provide guidance and direction to direct reports and staff regarding finance issues and concerns. Resolve employee concerns and problems, counseling and disciplining as appropriate.

Evaluate programs, services and operations; assess effectiveness and performance; identify and implement changes to maximize use of resources to improve the Village's finance needs; formulates and recommends ordinances and resolutions for adoption.

Oversees the selection, implementation, administration and maintenance of the Village's automated financial management system; ensuring proper employee training and availability of all tools needed to best utilize the system.

Direct the annual financial audit, preparation of the comprehensive annual financial report and the development and administration of the department budget and prepares monthly and other reports on the Village's financial and budgetary performance.

Deputy Comptroller, 2019-2020

Ulster County, New York

Responsible for all auditing, risk assessment, finance and administration for the County with a budget of \$350M.

Preparation of Annual Report, cash management, procurement, contracts and independent auditors. I perform accounting/auditing work of a varied nature including maintenance of complex accounting records, preparation and analysis of financial statements and reports, or planning, coordinating and participating in auditing assignments to

determine the adequacy of internal control, the efficiency and effectiveness of operations, as well as compliance with applicable laws and prescribed policies and procedures. Apply accounting controls and fiscal management principles to an area of accounting which has County-wide impact and is responsible for the development and implementation of financial practices for a department/agency.

Finance Director, 2017-2019

Village of Tequesta, Florida

Directs the programs, operations and services of the Finance Department to include the Village's financial management systems, accounting, treasury management, debt administration, utility billing, property tax, cash receipts and pension funds transactions.

Establish department goals, objectives and work plans; develop and maintain financial management systems, internal controls, and policies and procedures; develops and maintains department rules and regulations.

Establishes compliance with internal controls, policies and procedures, relevant Federal and State laws, ordinances and resolutions. Ensures financial activities adhere to generally accepted accounting principles (GAAP).

Supervise, direct, and evaluate assigned staff; provide guidance and direction to direct reports and staff regarding finance issues and concerns. Resolve employee concerns and problems, counseling and disciplining as appropriate.

Evaluate programs, services and operations; assess effectiveness and performance; identify and implement changes to maximize use of resources to improve the Village's finance needs; formulates and recommends ordinances and resolutions for adoption.

Oversees the selection, implementation, administration and maintenance of the Village's automated financial management system; ensuring proper employee training and availability of all tools needed to best utilize the system. Direct the annual financial audit, preparation of the comprehensive annual financial report and the development and administration of the department budget and prepares monthly and other reports on the Village's financial and budgetary performance.

Chief Fiscal Officer, 2014-2017

City of Albany Department of Water and Water Supply

Under the direction of the Mayor, oversee all accounting, finance and administration, supervises staff; oversee the daily cash management program; manages banking structure and banking relationships; manages billing and collections; manages all payables and receivables due to the City. Develop and implement internal controls, and cash management policies. Manages all purchasing functions. Serves as liaison to outside audit firm.

Assistant Treasurer, 2011-2013

City of Albany, NY

Under the direction of the City Treasurer, oversees treasury and cashier operations; directly supervises staff; oversees the daily cash management program; manages banking structure and banking relationships; manages tax billing and collections; manages all receivables due to the City; works closely with City Treasurer to develop and implement internal controls, cash management policies and issuance of bonds, bond anticipation notes and revenue anticipation notes. Responsible for State mandated annual comprehensive financial report. Serves as liaison to outside audit firm.

Christopher S. Quirk, CPA, MBA

Page 3

Chief Fiscal Officer, 2004-2011

Dept. of General Services

City of Albany, NY

As CFO, I was responsible for all financial and administration for a \$40 million city department. Duties include budget preparation, management and analysis. Manages all purchasing contracts, bidding and payment approvals. Additionally, union contracts and negotiations, and capital project management and payroll/human resources. Also instituted internal control policies and procedures safeguarding cash and other city assets. Department liaison to outside audit firm.

Finance Director, 2001-2004

SMG at the Palace Theatre

Responsible for the management of corporate finance, box office operations, event settlements, Financial and tax reporting as well as budget preparation and management.

Chief Financial Officer, 1997-2001

Northeast Solite Co., Saugerties, New York

As CFO, I was responsible for the management of corporate finance, manufacturing accounting systems, financial and tax reporting, as well as, corporate administration. Northeast Solite Corp. is the parent company of 15 mining and manufacturing facilities located in the northeast, mid-west and southeast United States.

EDUCATION

Master in Business Administration
The Sage Colleges

Russell Sage Graduate School
Concentration: Finance

Bachelor of Business Administration
Siena College
Loudonville, New York
Concentration: Accounting; Certificate in Accountancy

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 4.e
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: New Applicant Jon E. Davis

BACKGROUND/HISTORY:

- a. At the 09/26/2022 RTCM, Council agreed to interview the top 4 applicants for the Town Treasurer Position, Virginia K. Raftery, Julianne Pelletier, Anissa Calhoun and Chris Quirk.
- b. Mr. Davis submitted his application to Town Staff on 10/04/2022.

ATTACHMENTS:

- a. Jon E. Davis Application.

ACTION OPTIONS:

- a. Council Action Requested

OCT 04 2022

RECEIVED

JON E. DAVIS

2075 Palm Ave • Indialantic, FL 32903
jonericedavis@aol.com • (321) 506-0843

FINANCIAL MANAGEMENT PROFILE

Accounting • Financial Reporting • Audits • Taxation

Accomplished, motivated professional with proven financial management experience and expertise in accounting and taxation disciplines. Combine finance acumen and sound business judgment with diverse experience in the private sector and public accounting. Provide insightful reports to guide business development and daily financial decision-making. Demonstrate the ability to manage Treasury accounts, efficient audits, accounting staff, the entire accounting cycle, while also minimizing tax liability. Offer solid problem-solving and organizational abilities. Adept in designing efficient business processes. Utilize excellent verbal and written communication skills. Proven record of integrity and commitment. Deliver solid technical capabilities. Proficient with financial software applications.

PROFESSIONAL EXPERIENCE

Liberty Tax Service – Rockledge, FL, Cocoa, FL, and Merritt Island, FL

Franchise Owner (2009-2022)

Franchise owner of three tax offices. Supervise staff of tax preparers and marketing personnel. Prepare and file tax returns for Individuals, Businesses, Partnerships, and Trusts. Process bank products for refund advance loans and electronic refund checks. Administer payroll including paychecks, quarterly and annual filings, and payments for withholdings and unemployment. Reconcile the monthly gross receipts report for calculating royalty payments to corporate. Audit bookkeeping and prepare financial statements for business clientele for preparation of tax returns. Handle all internal accounting functions for the offices. Oversee all other business activities including advertising, special events, permits, insurance, staff scheduling, and mediation of customer issues.

United Service Source, Inc. – Melbourne, FL

Tax Consultant (2008-2009)

Registered, prepared, filed, and paid Sales, Use, and Personal Property taxes for all states and local jurisdictions in the country for a national satellite telecommunications corporation. Built Pivot Table reports in Excel from database export files that consolidate sales and tax information to handle the reporting requirements of the newly acquired Operations plant. Handled all correspondence with State Departments of Revenue.

Books-n-Taxes, Inc. – Culpeper, VA

Owner (2004-2008)

Accounting and taxation services for small businesses and individuals including: business incorporation and startup, QuickBooks installation and training, bookkeeping, payroll, compilation and reconciliation of monthly and year-end financial statements, prepare and file business and individual tax returns.

... continued ...

NextFlight Aviation LLC – Manassas, VA

Controller (2003-2004)

Provided financial oversight and reporting for private charter airline company. Managed day-to-day business operations including client relationship management, price quoting, and scheduling. Trained staff members on compiling price quotes for charter flights. Administered payroll. Maintained the company's IT infrastructure. Reconciled company books and financials for an entire fiscal year, resolving a considerable level of debt and numerous outstanding invoices while re-establishing relationships with vendors. Took the initiative to oversee key parts of the business and provide critical support to the CEO during a period of rapid growth for the company from one corporate jet to five. Developed and instituted rigorous system of internal controls. Performed lead role in establishing business administration processes from the ground up, including accounting system, payroll, corporate insurance policies and employee benefit packages.

TaxPlus – Vienna, VA

Accounting Manager (2002-2003)

Oversaw key operational aspects of the CPA firm including accounting, payroll, and tax reporting. Directly managed client services, including financial statement write-ups, reviews, computer consultation, and tax consulting. Developed sales and marketing strategies and materials for building client base.

American Academy of Child and Adolescent Psychiatry – Washington, DC

Senior Accountant (2002)

Generated monthly financial statements. Reconciled general ledger accounts. Supervised accounts payable and accounts receivable. Organized, reconciled, and archived previous year's accounts receivables membership records. Assisted Controller with various ad-hoc reports.

Homes, Lowry, Horn & Johnson, Ltd. CPAs – Vienna, VA

Staff Accountant (2001)

Compiled annual income statements, balance sheets, and cash flow statements. Prepared tax returns for individual, partnership, corporate, and fiduciary clients. Performed a full range of accounting, audit, and taxation duties to ensure effective and profitable management on behalf of the firm's clientele.

British Nuclear Fuels Ltd. – Fairfax, VA

Budget Analyst (2000-2001)

Compiled monthly consolidated financial statements and reports on business entities for presentation to Executive Management and Board of Directors. Analyzed financial statements for variances between actual, budgeted, and forecasted amounts. Restated GAAP financial statements into reports compliant with UK reporting standards for parent company. Assisted external auditor Arthur Andersen with compiling consolidated financial statements for use in annual audit. Provided assistance to external auditor Ernst & Young in gathering historical data for use in a prospectus.

Nextel Communications – McLean, VA

Business Analyst (1998-2000)

Assisted Deloitte & Touche with conducting the audit of fixed assets. Maintained fixed assets database for cell tower sites. Designed Regional Report in an Access database detailing newly launched cell tower sites for Senior Manager and Controller.

American Society of Cataract & Refractive Surgery – Fairfax, VA
Accounting Specialist (1997-1998)

Managed inter-company accounts with responsibility for preparing monthly and annual financial statements. Reconciled subsidiary accounts to parent company financials. Administered accounts payable; coded invoices to proper expense accounts. Verified check runs and reconciled vendor accounts. Processed payroll for staff of 18 employees; calculated 401(k) contributions, medical benefits, sick leave, and vacation.

EDUCATION

The University of Virginia
Bachelor of Science
Accounting
2000

Computer Skills

Proficient with Excel, Access, Word, PowerPoint, Outlook, Explorer,
PeopleSoft, Oracle Financials, SAP, Deltek Costpoint, Solomon IV,
QuickBooks, Great Plains Dynamics,
ADP, Ceridian/Pay America, Paychex,
ProSeries, Lacerte, UltraTax, LibTax, Phoenix, Fusion, Drake, ProConnect

TOWN OF MALABAR

Regular Town Council Meeting

AGENDA ITEM NO: 5.a
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Approve Minutes of the Rescheduled Final Budget Hearing and the RTCM of 10/03/2022

BACKGROUND/HISTORY:

Summary of actions at Town Council Meetings

ATTACHMENTS:

- Draft Minutes of the Rescheduled Final Budget Hearing of 10/03/2022
- Draft Minutes of RTCM of 10/03/2022

ACTION OPTIONS:

Review

**MALABAR TOWN COUNCIL
RECONVENED MEETING MINUTES
OCTOBER 03, 2022, 7:00 PM
(FROM RECESSED BUDGET HEARING OF 9/27/2022)**

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

Note for the record: 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. At that time, the emergency conditions had worsened, and Council voted to again recess the Budget Hearing to October 3, 2022 at 7:00PM as permitted under the Declared Emergency of Hurricane Ian.

1. CALL TO ORDER:

Council Chair called meeting to order at 7:00 pm and led P&P.

2. ROLL CALL:

CHAIR:

MAYOR PATRICK T. REILLY

VICE CHAIR:

STEVE RIVET

COUNCIL MEMBERS:

MARISA ACQUAVIVA, by phone

BRIAN VAIL

DAVID SCARDINO

MARY HOFMEISTER

TOWN MANAGER:

MATT STINNETT, Excused

SPECIAL PROJECTS MANAGER:

LISA MORRELL

TOWN ATTORNEY:

KARL BOHNE, Excused

TOWN CLERK:

RICHARD KOHLER

3. APPROVE THE AGENDA – no changes

MOTION: CM Vail/ CM Scardino to allow CM Acquaviva to attend via phone. Vote: All Ayes.

(This portion reconvened from recess on 9/27/2022)

4. PUBLIC HEARINGS: 2

4.a. 2nd Reading: Adopt Millage Levy for FY 2022/2023 (Ord 2022-06)

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.

Exhibit: Agenda Report No. 8.a.

Ordinance read by title only.

Clerk reads: The process requires we announce the maximum proposed millage of 4.5001 is an increase of 48.4% over the rolled back rate of 2.2565. The final adopted millage rate is to fund the expenditures commencing October 1, 2022 and ending September 30, 2023.

PH Opened: none. PH Closed.

MOTION: CM Rivet/ CM Hofmeister to adopt Ordinance 2022-06 2nd Reading.

Discussion: None

ROLLCALL VOTE: CM Acquaviva, Aye; CM Vail, Aye; CM Rivet, Aye; CM Scardino, Aye; CM Hofmeister, Aye. Motion carried 5 to 0.

4.b. 2nd Reading: Adopt Budget for FY 2022/2023 (Ord 2022-07)

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.

Exhibit: Agenda Report No. 8.b.

Ordinance read by title only.

PH Opened: Barbra Cameron noted a typo in the agenda, referencing the fiscal year of the budget. Staff noted it is a scrivener's error, and it will be corrected.

MOTION: CM Vail / CM Hofmeister to adopt Ordinance 2022-07 2nd Reading.

Discussion: CM Vail requests the typo in the agenda be corrected

ROLLCALL VOTE: CM Vail, Aye; CM Rivet, Aye; CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, Aye. Motion carried 5 to 0.

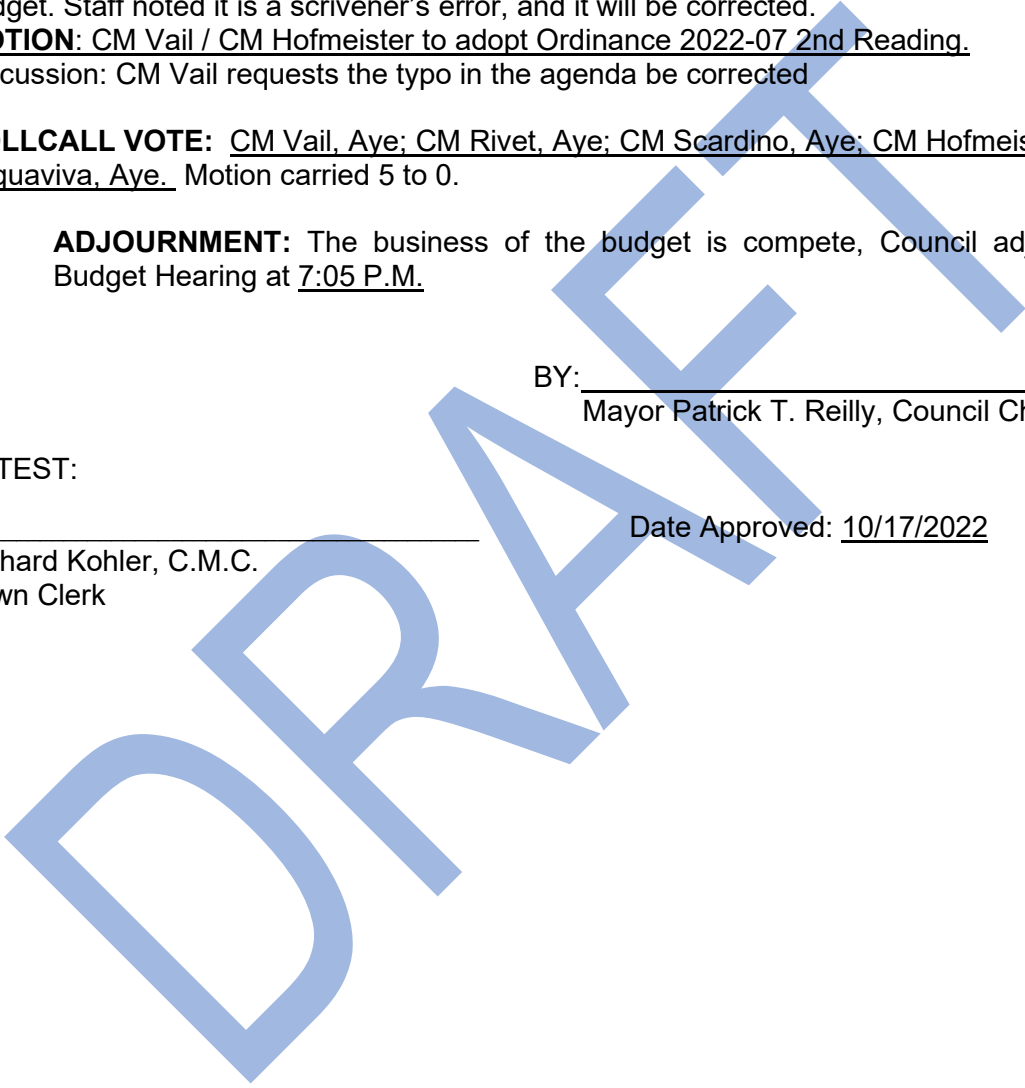
5. ADJOURNMENT: The business of the budget is complete, Council adjourns this Budget Hearing at 7:05 P.M.

BY: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

Richard Kohler, C.M.C.
Town Clerk

Date Approved: 10/17/2022



**MALABAR TOWN COUNCIL
REGULAR MEETING MINUTES
October 3rd, 2022, 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 Hofmeister 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
TOWN ATTORNEY:	KARL BOHNE, Excused
SPECIAL PROJECTS MANAGER:	LISA MORRELL
TOWN CLERK:	RICHARD KOHLER

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

4. CONSENT AGENDA:

4.a. Approve Minutes of RTCM of 09/26/22 & STCM of 09/27/2022

4.b. Annual Update Piggyback Cooperative Purchase Contracts

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

5. ATTORNEY REPORT: None

6. BCSO REPORT: None

7. BOARD/COMMITTEE REPORTS:

- a. **T&G Committee:** Chair Drew Thompson wished Council a happy new Fiscal Year. The Trails and Greenways Committee was able to procure 30 loads of fill dirt for the Eagles Nest Trailhead. A large amount of this dirt was spread by a volunteer vendor. They intend to soon be installing the culverts out there. The Committee also plans on improving the drainage in the area. There has been some activity in the Cameron Preserve. We have purchased signs for the area and will look to reroute some trails to maximize the preserve. A Committee member has volunteered to reach out to the Division of Forestry to discuss the maintenance of the fire breaks inside Cameron Preserve. The 100-acre site is very diverse, and we hope to have all areas highlighted. We are hoping to create a mosaic on the property, working on segments of the area at a time. It could provide a circular rotation for effective Scrub Habitat.

CM Scardino asks if we could supplant Scrub Jays into the preserve?

Chair Thompson explained the current process for relocating Scrub Jays, and states they are not easily moved. There are already Scrub Jays in the preserve, we just need to create the ideal environment for them to multiply. Requests Council approval for allowing Committee Member Hann to speak to the division of Forestry. Also requests assistance in speeding up the process of procurement of a pavilion for the Cameron Preserve. Council consensus is reached.

SPM Morrell informs Council that staff have already contacted an individual who is a certified burn master.

- b. **Parks & Recreation Board:** None

- c. **Planning & Zoning Board:** Mayor Reilly reported that the P&Z had not met since March, so he presented a proposal to allow light manufacturing in lower intensity commercial zoning.

8. STAFF REPORTS:

- a. **Town Manager - Matt Stinnett:** Excused
- b. **Special Projects Manager - Lisa Morrell:** Informed Council that the Town fared well in the recent storm. There was no major damage, and it was a good exercise for future issues. Staff is planning a post storm after action meeting. All power has been restored, and debris clean up is underway. SPM Morrell then gave Council a brief financial overview, including payroll updates and end of FY activities. For the Treasurer applicants, only one has responded, and it was to withdrawal.
- c. **Acting Fire Chief - Joseph Hooker:** None
- d. **Public Works Director - Tom Miliore:** Written
- e. **Town Clerk - Richard Kohler:** Informed Council of the success in the online BTR payment portal. Over 50 BTRs were processed through the new portal. This program has also been offered to the Building Department to accept online payment for Building Permits and has been heavily utilized.

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.

Drew Thompson: Suggests that the Town rezone the conservation land from institutional to conservation. We should try to create a Zoning Code that properly encompasses the environmental rarity of the land. We have beautiful land preserved in our Town, and we should work to keep it safe. CM Scardino suggests looking into the environmental impacts of all zoning changes. Mr. Thompson agrees, and states we should move to protect these lands. Mayor states we will ask Staff to look at it.

10. PUBLIC HEARINGS: 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: 2****12.a. Amend Administrative Fees (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 FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12a

Resolution read by title only.

MOTION: CM Vail / CM Rivet to adopt Resolution 20-2022.**Discussion:** None**ROLL CALL VOTE: CM Rivet, Aye; CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, EXCUSED; CM Vail, Aye. Motion carried 4-0.****12.b. Town Manager Contract Renewal (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.

Exhibit: Agenda Report Number 12b

Resolution read by title only.

MOTION: CM Rivet / CM Vail to adopt Resolution 21-2022.

Discussion: Mayor stated he spoke with the attorney, and it is legally appropriate. The only change is the term, making it at the pleasure of Council.

ROLL CALL VOTE: CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, EXCUSED; CM Vail, Aye; CM Rivet, Aye. Motion carried 4-0.

MISCELLANEOUS: 0

Chair excuses Attorney

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

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

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

CM Acquaviva: None

CM Vail: We were spared through the storm. He contacted staff and witnessed minimal damage. Public Works was active in the clean-up. Staff did a great job of pre storm prep. Kudos to them.

CM Rivet: Noted that stormwater appears to be receding well.

CM Hofmeister: Stated overall we came through the storm well. PW did a great job. Atz Road had an issue but was resolved quickly.

CM Scardino: States he was pleasantly surprised we avoided the worst of the storm. Even a few Towns away, the rainfall total was much more.

Mayor Reilly: Thanked PW for working so hard to clear the ditches. Also commended Richard and Lisa for keeping the Citizens informed.

14. **ANNOUNCEMENTS: (2) Vacancy on the Planning & Zoning Board.**

15. **ADJOURNMENT:** There being no further business to discuss and without objection, the meeting was adjourned at 8:02 P.M.

BY: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

Richard Kohler
Town Clerk

Date Approved: 10/17/2022

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 5.b
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Brevard County Stormwater Program Interlocal Agreement Contract Renewal

BACKGROUND/HISTORY:

- a. On October 15th, 2018, Malabar entered a three (3) year Stormwater Program Interlocal Agreement with Brevard County.
- b. On August 16th, 2021, Malabar approved the First Amendment and Written Notification of Contract Renewal, effective for one additional year.
- c. The Brevard County Natural Resources Management Department has requested Town Council approve the Written Notification of Second Contract Renewal.
- d. This renewal will last for one year, until November 13, 2023.

ATTACHMENTS:

- a. Written Notification of Second Contract Renewal.
- b. Natural Resources Management Department Stormwater Program Interlocal Agreement (Original from 2018)
- c. First Amendment and Written Notification of Contract Renewal (1st Renewal, 2021)

ACTION OPTIONS:

- a. Council Action Requested

WRITTEN NOTIFICATION OF SECOND CONTRACT RENEWAL

THIS SECOND CONTRACT RENEWAL is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (the “County”), and the Town of Malabar, a Florida municipal corporation (the “Town”).

WITNESSETH:

WHEREAS, the Town and the County previously entered into that particular Stormwater Program Interlocal Agreement dated November 13, 2018 (the “Interlocal Agreement”), which is incorporated herein by this reference; and

WHEREAS, the original three-year Interlocal Agreement provided for up to two (2) year-long renewals after the third year. The parties executed one previous renewal on August 16, 2021; and

WHEREAS, the Parties desire to enter into this last renewal for one additional year, until November 13, 2023; and

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Interlocal Agreement is renewed for one additional year, until November 13, 2023.

Section 3. All terms and conditions of the Interlocal Agreement, and any amendments thereto, not inconsistent with this Renewal shall remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK. SIGNATURES TO FOLLOW.

IN WITNESS WHEREOF, each Party through its authorized representative have set their hands and seals on the date of the last signature below.

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Frank Abbate, County Manager

Date: _____
As Approved by the Board on November 13, 2018

Reviewed for legal form and content
for Brevard County, Florida:

 8-15-2022
Heather A. Balsler, Assistant County Attorney

TOWN OF MALABAR

By: _____

Title: _____

Date: _____

**NATURAL RESOURCES MANAGEMENT DEPARTMENT
STORMWATER PROGRAM
INTERLOCAL AGREEMENT**

THIS AGREEMENT is made and entered into this 13 day of November, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred to as "County") and the TOWN OF MALABAR, a Florida municipal corporation, (hereinafter referred to as the "Town,")

WITNESSETH:

WHEREAS, the County currently operates and manages a Stormwater Program under the authority of Chapters 403 and 197, Florida Statutes; and

WHEREAS, the Town currently operates and manages a Stormwater Program under the authority of Chapters 403 and 197, Florida Statutes; and

WHEREAS, the County and Town recognize that there are benefits associated with a regional approach to the management of stormwater issues; and

WHEREAS, the Board of County Commissioners has authorized expansion of the County's Stormwater Program for administration and operation of municipally adopted benefit zones; and

WHEREAS, the Town Council of Malabar, Florida has determined that the County's administration of the Town's Stormwater Program will best serve the interests of its citizens.

NOW THEREFORE, in consideration of the above recitals and of the mutual promises and other good and valuable consideration set forth below, these parties intending to be bound, agree in advance as follows:

SECTION 1. STATUTORY AUTHORITY

This agreement shall be considered an Interlocal Agreement pursuant to the authority of Section 163.01, Florida Statutes.

SECTION 2. PROGRAM ADMINISTRATION SERVICES

The County shall administer and manage the Town's Stormwater Program consistent with the policies, procedures, and practices of the County's Natural Resources Management Department Stormwater Program in effect on the effective date of this agreement. For the purpose of this agreement the authority to make minor adjustments in procedures and practices not affecting policy is hereby delegated to the County Manager and Town Administrator provided that said amendments do not vary the specific terms and conditions of this agreement or any applicable Town or County ordinances. Procedural amendments shall be in writing executed by the County Manager and Town Administrator.

Administration of the Town's Stormwater Program will include, but not necessarily be limited to:

- a) Management of the parcel database including coordination with the County Property Appraiser, Tax Collector, and Information Technology offices.
- b) Administration of the Credit Policy Program.
- c) Drafting of required Ordinances, Rate Resolutions, and annual assessment rolls as necessary. All such actions must be reviewed by the Town Administrator and approved by the Town Attorney. All such actions shall be adopted by the Town Council, as required by law.
- d) Review and adjustment of Stormwater Assessment bills, when appropriate, through the Error and Insolvency process for corrections.
- e) Providing information and coordination related to billing inquiries to the citizens within the MSMSBA.
- f) Management of technical staff employed by the County's Stormwater Program.
- g) Educational activities for the public as required per the NPDES permit.
- h) Good Housekeeping Education of Town staff to meet the minimum NPDES requirements.
- i) Activities related to the coordination of the TOWN OF MALABAR Stormwater Management Program (MSWMP) required under the Generic Permit for Discharge of Stormwater Phase II, Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit.

- j) Yearly management fees for the administration of the Stormwater Utility fee data.
- k) Yearly management fees for individual corrections of the utility bills through the Error and Insolvency method for corrections. Associated documents maintenance related to yearly inspections as required by the National Pollutant Discharge and Elimination System Permit.
- l) Yearly compliance inspections of stormwater management systems receiving stormwater credit.
- m) Processing of appeals related to credit issuance, exemptions from, or adjustments to, any stormwater assessment
- n) Preparation of activities directly related to the NPDES generic permit, including:
 - i. Collection of documentation related to annual reporting,
 - ii. Preparation of the annual report.
 - iii. Preparation of the permit renewal Notice of Intent (NOI),
 - iv. Responses to request for additional documentation by the FDEP Stormwater Section,
 - v. Any other documentation request as deemed necessary to meet the NPDES permit requirements.
 - vi. Structure inventory and mapping updating.
 - vii. Investigation of environmental or water management concerns (illicit discharges).
 - viii. Coordination and documentation required to complete DEP Audits.
- o) Other Direct Fees:
 - i. Property Appraiser administration of the non-ad valorem fee: Per Florida Statute Chapter 197.3632(2), and the agreement between the Brevard County and the Brevard county Property Appraiser dated August 9, 2016, the Property Appraiser shall be compensated for all administrative costs incurred in carrying out the maintenance of the expanded use code system at a rate of \$0.50 per parcel. The rate is based on the Fiscal Year 17-18 parcel count. The fee is set through the end of Fiscal Year 18-19, at which time a new agreement will be entered into and a new

fee established. The County shall invoice the Town for the Property Appraiser's fee, once a year, on the second quarterly invoice.

- ii. Yearly administration fee for the Information and Technology Department handling of the data and the billable calculations at \$1.00/parcel.
- iii. Participation in the Stormwater Education and Outreach Interlocal Agreement billed at a rate of \$0.35 per person, based on the 2014 Municipal Population Data published by City-Data.com.
- iv. Project Management services including, but not necessarily limited to:
 1. Project management of engineering or environmental consultant contracts.
 2. Project management of construction contracts.
 3. Construction projects inspections.

SECTION 3. ASSESSMENT REVENUE

Stormwater assessment revenues as budgeted by the Town Council and collected within the Town for the Stormwater Program will be used for administering, planning, constructing, operating, and maintaining stormwater management systems benefiting the Town.

SECTION 4. CUSTODIAN OF FUNDS

During the period covered by this Interlocal Agreement, the Town shall be the custodian of funds generated within the MSMSBA.

SECTION 5. ADJUSTMENT OF ASSESSMENTS

In the event that an adjustment or individual calculation of an annual Stormwater Assessment is required, the County's Natural Resources Management Department Director [Director] or his/her designee shall have authority to make such adjustment in accordance with County policies and procedures. Any appeals related to credit issuance, exemptions from, or adjustments to, any stormwater assessment will be resolved utilizing the County Stormwater Program Appeals Committee and Appeals Committee procedure as outlined in Chapter 110, Article V, Section 110-373(c) of Brevard County Code. The Town shall be given notice of any request for adjustment and/or appeal and has the right, but not the obligation, to participate in any hearing requesting an adjustment or an appeal.

SECTION 6. EXPENDITURE OF FUNDS

All expenditures of funds pursuant to this agreement which are collected within the MSMSBA shall require the approval of the Director and the Town Administrator. In the event of a disagreement as to the approval of expenditure, the decision of the Town Administrator shall prevail. It is recognized that during the period covered by this Interlocal Agreement, services of Town Departments/Divisions, such as purchasing, financial, or legal services, may require reasonable compensation, and if required, will be set forth in the Town's annual program operating budget. Any compensation for these services shall be billed separately from the services provided in this Agreement and billed at time of services.

SECTION 7. PURCHASING AND FINANCIAL PRACTICES

During the period covered by this Interlocal Agreement, purchasing and financial processes shall be in accordance with the Town's policies and procedures, as amended from time to time.

SECTION 8. DIRECT COSTS FOR ADMINISTRATION AND SERVICES

The Town will pay the County's Stormwater Program administrative costs and services based on the personnel hourly rates in Exhibit A "RATES", and for services performed by other authorities and billed through the Natural Resources Department. Rates shall be adjusted yearly and a new Rate Schedule will be provided to the Town yearly, after Budget adoption. Invoicing for the County's services will be as described in Section 9, Remittance of Payment.

The costs will include billable hourly rates for services as described in Section 2 above and shall also include associated cost of supplies and expenses, and capital equipment. The County will maintain appropriate records to support these charges.

SECTION 9. REMITTANCE OF PAYMENTS

The Town agrees to pay the County quarterly based on work performed and bill through invoices by the County. The Town agrees to process invoices for payment within thirty (30) days of receipt.

SECTION 10. LEGAL SERVICES

During the period covered by this agreement, the Town agrees that any claims or suits involving operation of the stormwater program within the Town limits will be defended by and at the expense of the Town. However, the County, pursuant to a separate agreement, at the request of the Town may defend the Town against all claims arising out of decisions relating to adjustments or credits to an individual fee; or appeals to or from the Stormwater Program Appeals Committee as set forth in Section 5, including actual attorney fees for the County Attorney's office at \$250.00 per hour of attorney's time. For internal control and auditing purposes, time records will be kept by the County Attorney's office for all time charged against Town stormwater assessments. Time records will include who performed the individual task (e.g. draft letters, research), date task performed, time expended for each task expressed in tenths of an hour; and total amount billed. Costs of such defense shall be paid from the stormwater assessment imposed by the Town.

SECTION 11. SELECTION OF PROJECTS

The County Stormwater Program staff, when requested by the Town's staff and the Town Council, will assist in the selection of projects which benefit the MSMSBA.

It is recognized that, in general, program operation costs, capital improvements, and the maintenance of capital improvements constructed by the program are the primary uses allowable for revenue collected. In addition, it is recognized the parties will endeavor to apply the funds identified for capital improvement projects that would, in aggregate, equally benefit and improve both water quality and flood control in the Town.

SECTION 12. CONTINUING CONSULTANTS

The Town shall have available for its use the services of continuing consultants as selected by the County under the Competitive Consultant Negotiation Act (CCNA).

SECTION 13. REPRESENTATIONS OF THE TOWN

The Town makes the following representations to the County:

- a. The Town is duly organized and in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Interlocal Agreement.
- b. The Town has the power, authority, and legal right to enter into and perform the obligations set forth in this Interlocal Agreement and the execution, delivery, and performance hereof by the Town: (i) has been duly authorized by the Town Council of the TOWN OF MALABAR and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the Town, except as otherwise provided herein.

SECTION 14. REPRESENTATION OF THE COUNTY

The County makes the following representations to the TOWN OF MALABAR:

- a. The County is duly organized and in good standing under the laws of the State of Florida, is duly qualified and authorized to carry on the governmental functions and operations under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Interlocal Agreement.
- b. The County has the power, authority, and legal right to enter into and perform the obligations set forth in this Interlocal Agreement and the execution, delivery, and performance hereof by the County: (i) has been duly authorized by the Board of County Commissioners of Brevard County and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance, or security interest upon the assets of the County, except as otherwise provided herein.

SECTION 15. RECORDS REVIEW

It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the County's Stormwater Program relating to this Agreement shall be deemed to be a "Public Record," whether in the possession or control of the County's Stormwater Program or one of its consultants, as defined in Section 119.011, Florida Statutes. Said record, document, computerized information and program, audio

or videotape, photograph, or other writing shall be subject to the provisions of Chapter 119, Florida Statutes. Upon request by the Town and without posing an exemption to the Town's rights set forth in Section 119.07(1), Florida Statutes, the County shall permit inspection of the foregoing public records by the Town, and the Town may obtain copies of said public records. All books, cards, registers, receipts, documents, reports, photographs, maps, drawings, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the County be open and freely exhibited by the County for the purpose of examination and/or audit by the Town.

SECTION 16. NOTICE

All notices, demands, annual renewals, or other writings in this Agreement are or may be given, made, or sent by either party through this Agreement to the other, shall be deemed to have been given, made, or sent when made in writing and deposited in the first class United States mail, certified, return receipt requested, postage prepaid, and addressed as follows:

**TO COUNTY: Director
 Natural Resources Management Department
 Brevard County Government Center
 Building "A", Suite 219
 2725 Judge Fran Jamieson Way
 Viera, Florida 32940**

**with a copy to: County Manager
 Brevard County Government Center
 Building "C", Suite 301
 2725 Judge Fran Jamieson Way
 Viera, Florida 32940**

**TO TOWN: Town Administrator
 TOWN OF MALABAR
 2725 Malabar Road
 Malabar, FL 32950**

**with a copy to: Town Clerk
 TOWN OF MALABAR
 2725 Malabar Road
 Malabar, FL 32950**

The person or address to which any notice or other writing may be given, made, or sent, as above provided, may be unilaterally changed by written notice given as above provided.

SECTION 17. THIRD-PARTY BENEFICIARIES PARTNERSHIP

- a. No Third-Party Beneficiaries. It is expressly agreed to by the parties, and it is the expressed intent of the parties, that there are no intended or unintended, expressed or incidental, third-party beneficiaries of this Agreement. Consequently, this Agreement may NOT be relied upon by any person or entity other than the County or the Town.
- b. Partnership. The County and the Town shall not be deemed to be partners or co-joint ventures of one another by virtue of this Agreement.

SECTION 18. DEFAULT

- a. It is expressly agreed between the parties hereto that in the event the Town determines the County, or the County determines the Town, to be in default of any of the conditions, covenants, or agreements of this Agreement, the Manager of the party hereto alleging a default will provide written notice thereof to the Manager of the party hereto alleged to be in default. Default with regard to any provision hereof shall be construed as a material breach of this Agreement, the intent of the parties being that all terms of this Agreement are material. The party alleged to be in default shall, within fifteen (15) days of the receipt of such notice, initiate action to correct such default and promptly and diligently prosecute such corrective action to completion; provided, however, that during said fifteen (15) day period if the Manager of the entity alleged to be in default disagrees with the determination of the entity alleging a default, then in such event both Managers shall meet and discuss the alleged default and possible correction thereof. In the event the two Managers cannot agree on whether or not a default exists or how to resolve the default, they shall each present an agreed upon statement of the issue(s) outstanding to their respective governing bodies, together with alternatives proposed by both Managers for any corrective action to be undertaken. At this point, both parties shall immediately coordinate with one another to simultaneously satisfy the requirements of sub-section (b) and Section 164.103, Florida Statutes, in a prompt manner.

- b.
 - i. If the governing body of the entity alleging a default determines no default to have occurred, no further action by the entity claimed to be in default shall be necessary.
 - ii. If the governing body of the entity alleging a default determines a default to have occurred, but the governing body of the entity alleged to be in default determines no default to have occurred, then the entity alleging a default shall retain all legal and equitable rights and remedies available, but unless otherwise terminated by either party, this Agreement shall continue in full force and effect during any judicial proceeding initiated by the entity alleging a default. If the governing body of the entity alleging a default is dissatisfied with the remedy elected by the party alleged to be in default or the progress in remedying the default, the entity alleging a default shall retain all legal and equitable rights and remedies available.
 - iii. If a majority vote of each of the governing bodies determines a default to have occurred and agrees upon a method for the prosecution of corrective action and appropriate corrective action, the entity in default shall initiate corrective action within fifteen (15) days of the date of final determination of such default by both governing bodies and promptly and diligently prosecute such corrective action to completion. Thereafter, the parties to this Agreement shall retain all legal rights and remedies available to them, but unless otherwise terminated by either party hereto, this Agreement shall continue in full force and effect during any judicial proceeding initiated by either party.
- c. Remedies Cumulative; Waiver. All remedies conferred on either party shall be deemed cumulative, and no one remedy is exclusive of the other or of any other remedy conferred by law. Waiver by the Town or the County of, or failure of the Town or the County, to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or subsequent breach of the same or any other term, covenant, or condition herein contained. In no event shall the County be deemed liable for costs, damages, or attorney's fees incurred as a result of services provided herein.

SECTION 19. SEVERABILITY

If any part of this Interlocal Agreement is found invalid, unconstitutional, or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Interlocal Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be accomplished. This agreement shall be enforced and interpreted as if such invalid, unenforceable, or unconstitutional provision did not exist.

SECTION 20. ENTIRETY

This Interlocal Agreement, including exhibits, represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Interlocal Agreement unless such amendments are in writing, signed by all the parties, and filed with the Brevard County Clerk of the Circuit Court.

SECTION 21. TERMINATION

This agreement shall remain in effect until the date specified in Section 22, of this Agreement or upon termination by either party. Either the Town or County may serve written notice to the other party to terminate the contract upon not less than one hundred twenty (120) days' notice. Should termination of the agreement occur within less than one hundred and twenty (120) days' Notice, the Town shall be responsible for all outstanding costs as permitted by this agreement.

SECTION 22. DURATION OF AGREEMENT

This agreement shall remain in full force for a period of three (3) years after its date of execution by both parties, unless this agreement is terminated as otherwise provided herein. In addition, this agreement may be extended by both parties in one (1) year increments for up to two (2) years beyond the initial three (3) year period of the Agreement. Annual extensions shall be made by mutual written consent of both parties and as authorized by the Director and the Town Administrator, and proper notification per Section 16. Rates and fees will be adjusted annually pursuant to Section 2 o) Other Direct Fees and Section 8 Direct costs for Administration and Services.

SECTION 23. EFFECTIVE DATE

The effective date of this Interlocal Agreement shall be as of the date of filing with the Brevard County Clerk of the Circuit Court.

SECTION 24. GOVERNING LAW

The laws of the State of Florida shall govern the validity and interpretation of this Interlocal Agreement.

SECTION 25. VENUE

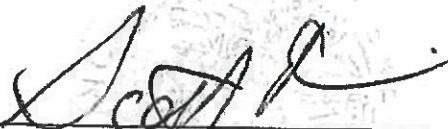
Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

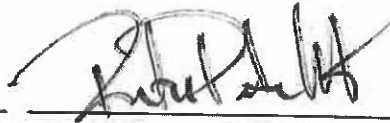
-Signature Page Follows-

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives as of the last date written below.

ATTEST:

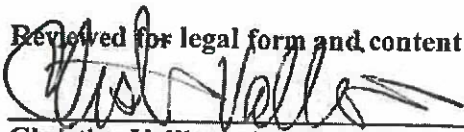
**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**



Scott Ellis, Clerk

Rita Pritchett, Chairman
(As approved by the Board on
November 13, 2018)

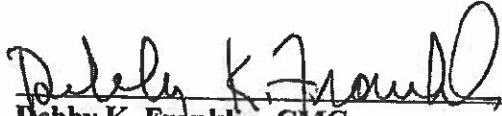
Reviewed for legal form and content by:



Christine Valliere, Assistant County Attorney

ATTEST:

TOWN OF MALABAR



Debby K. Franklin, CMC
Town Clerk Treasurer



Douglas C. Hoyt, Town Administrator
(As approved by the Town Council on
10/15/18)



EXHIBIT A

Employee Rates

EMPLOYEE TITLE	EMPLOYEE BILLABLE RATES
Associate Environmental Specialist	\$28.20 - \$31.60
Department Finance Manager	\$29.90
Engineer II	\$43.52 - \$46.64
Engineer Manager	\$48.93
Environmental Program Assistant	\$30.07
Environmental Specialist	\$34.12
Special Projects Coordinator	\$31.60
Special Projects Coordinator I	\$24.92
Support Services Manager	\$39.20

FY2018-2019 Totals for Stormwater Billing

City Code Count District - City Billing Amount

Z	1,684	Malabar	\$106,144.36
	Total: 1,684		\$106,144.36



2725 Malabar Road, Malabar, FL 32950
321-727-7764 (Office) 321-727-9997 (Fax)
www.townofmalabar.org
townclerk@townofmalabar.org

August 17, 2021

Mr. Carlos Cuevas, SW Program Outreach
2725 Judge Fran Jamieson Way
Building "A" Room 219
Viera, FL 32940

RE: SW ILA Renewal

Dear Mr. Cuevas:

Enclosed please find the original contract renewal with the signature of our Mayor, Patrick T. Reilly.

Please forward a copy of the recorded document to our office for our records.

Thank you for your continued support.

Sincerely,

A handwritten signature in blue ink that reads "Debby K. Franklin". The signature is written in a cursive style.

Debby K. Franklin, C.M.C.
Town Clerk/Treasurer

FIRST AMENDMENT AND WRITTEN NOTIFICATION OF CONTRACT RENEWAL

THIS FIRST AMENDMENT AND RENEWAL is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (the "County"), and the Town of Malabar, a Florida municipal corporation (the "Town").

WITNESSETH:

WHEREAS, the Town and the County previously entered into that particular Stormwater Program Interlocal Agreement dated November 13, 2018 (the "Interlocal Agreement"), which is incorporated herein by this reference; and

WHEREAS, the original three-year Interlocal Agreement provided for up to two (2) year-long renewals after the third year; and

WHEREAS, the Parties hereby enter into this first renewal for one additional year, to November 13, 2022; and

WHEREAS, all terms and conditions of the Interlocal Agreement, and any amendments thereto, not modified herein shall remain in full force and effect.

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein.

Section 2. Employment Eligibility Verification. A new section, **SECTION 26. E-VERIFY**, is hereby added to the Interlocal Agreement as follows:

SECTION 26. E-VERIFY

The Parties:

- (1) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement; and
- (2) Shall expressly require any contractors or subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the

employment eligibility of all new employees hired by a contractor or subcontractor during the term of this Agreement; and

- (3) Agree to maintain records of participation in and compliance with the E-Verify program, including participation by its contractors or subcontractors as provided above, and to make such records available upon request.

Compliance with the terms of this Section is made an express condition of this Agreement and either party may treat a failure to comply as a material breach of this Agreement.

A Party who registers with and participates in the E-Verify program may not be barred or penalized under this Section if, as a result of receiving inaccurate verification information from the E-Verify program, the Party hires or employs a person who is not eligible for employment.

Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

Section 3. Counterparts. This First Amendment and Renewal may be executed in counterparts and, in such case, together shall constitute one complete agreement.

REMAINDER OF PAGE LEFT BLANK. SIGNATURES TO FOLLOW.

IN WITNESS WHEREOF, each Party's authorized agent has hereunto set their hands and seals on the date last written below

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Frank Abbate

Frank Abbate, County Manager

Date: 8/10/21

As Approved by the Board on November 13, 2018

Reviewed for legal form and content
for Brevard County, Florida:

Alex Essee 8/17/21

Alex Essee, Assistant County Attorney

TOWN OF MALABAR

By: Patrick T. Reilly
PATRICK T. REILLY

Title: MAYOR + Council Chair

Date: 8/16/2021

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 5.c
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Third Amendment for Stormwater Education and Outreach Interlocal Agreement

BACKGROUND/HISTORY:

- a. In 2011, the Town of Malabar and several other Brevard County Municipalities entered an Interlocal Agreement with Brevard County for Stormwater Education and Outreach.
- b. The agreement was amended and approved in December of 2012 and October of 2017.
- c. The Brevard County Natural Resources Management Department has requested Town Council approve the Third Amendment to Existing Interlocal Agreement for Stormwater Education and Outreach.
- d. Of the eight (8) municipalities participation, the Town of Malabar has the lowest funding requirement, at \$1,384.00 funded by budget line item 538.3400 "ILA Admirative Program"

ATTACHMENTS:

- a. Cover Letter sent to all participating Municipalities.
- b. Third Amendment to Existing Interlocal Agreement for Stormwater Education and Outreach.
- c. Exhibit A. Funding

ACTION OPTIONS:

- a. Council Action Requested

SEP 20 2022

Brevard County
Natural Resources

FLORIDA'S SPACE COAST



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

September 14, 2022

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.1., Third Amendment for Stormwater Education and Outreach Interlocal Agreement with the City of Cape Canaveral, City of Cocoa Beach, City of Cocoa, City of Indian Harbour Beach, Town of Malabar, City of Melbourne, Town of Grant-Valkaria, and City of West Melbourne

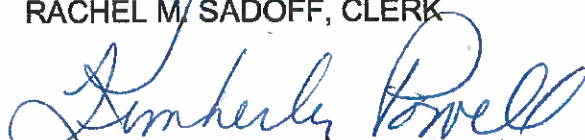
The Board of County Commissioners, in regular session on September 13, 2022, executed and approved the Third Amendment to the Stormwater Education and Outreach Interlocal Agreement with the City of Cape Canaveral, City of Cocoa Beach, City of Cocoa, City of Indian Harbour Beach, Town of Malabar, City of Melbourne, Town of Grant-Valkaria, and City of West Melbourne. Enclosed is the executed Interlocal Agreement.

Upon execution by all municipalities, please return the recorded Interlocal Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

**THIRD AMENDMENT TO EXISTING INTERLOCAL AGREEMENT
FOR STORMWATER EDUCATION AND OUTREACH**

THIS AMENDMENT is made and entered into on the date of the last signature below by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred as "County"), the CITY OF CAPE CANAVERAL ("Cape Canaveral"), the CITY OF COCOA ("Cocoa"), the CITY OF COCOA BEACH ("Cocoa Beach"), the TOWN of GRANT-VALKARIA ("Grant-Valkaria"), the CITY OF INDIAN HARBOUR BEACH ("Indian Harbour Beach"), the TOWN OF MALABAR ("Malabar"), the CITY OF MELBOURNE ("Melbourne"), and the CITY OF WEST MELBOURNE ("West Melbourne") (Collectively the "Municipalities").

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Interlocal Agreement on November 1st, 2011("Agreement") for stormwater education and public outreach and the Agreement was subsequently amended on December 11, 2012 and October 10, 2017; and

WHEREAS, the parties hereto desire to amend the terms of said Agreement as to Section 5. Allocation of Costs and Exhibit A.

NOW THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed between the parties as follows:

1. Section 5. ALLOCATION OF COST. a. Program Costs is deleted and replaced with:

The cost for the Education Program will be paid by the County. The Municipalities agree to reimburse the County in accordance with the funding requirement set forth in the Education Program (the "Contribution") and subject to paragraph 7 below. See Amended Exhibit A. Section V. Funding. The annual Contribution for each Municipality is calculated using a minimum base fee of \$173.00 per Deliverable Point. The base fee will be reviewed in June every year and adjusted, if necessary, using the Consumer Price Index (CPI); however, the base fee shall not be less than \$173.00 per Deliverable Point. The net cost contributed by the County, after reimbursement by the

municipalities, is estimated to be \$50,170.00 per contract year. Failure of any Municipality to pay its respective Contribution shall not require the remaining Municipalities to be responsible for paying any portion of the payment that was due from the non-paying Municipality.

2. Section 6. TIMETABLE OF PAYMENTS. is deleted and replaced with:

Full payment will be made on an annual basis and due on September 30 of each year.

3. Exhibit A. Section V. Funding is deleted and replaced with Amended Exhibit A. Section V. Funding, which is attached and incorporated herein.
4. All terms and conditions of the previous Agreement and Amendments, which are incorporated herein by this reference, not inconsistent with the provisions of this Third Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals on the date of the last signature below.

ATTEST:


Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA


By: Kristine Zonka, Chair

Date: September 13, 2022

(As approved by Board on: Sept. 13
2022)

Reviewed for legal form and content
for Brevard County, Florida:


Heather A. Balsler, Assistant County Attorney

ATTEST:

TOWN OF MALABAR

Matt Stinnett, Town Manager

As approved by the Town Council on _____

EXHIBIT A. FUNDING

	FUNDING REQUIREMENTS	DELIVERABLE POINTS
CONSORTIUM PARTNERS	\$173/Point	Deliverable Points
Cape Canaveral	\$4,152	24
Cocoa	\$7,612	44
Cocoa Beach	\$5,190	30
Grant-Valkaria	\$1,730	10
Indian Harbour Beach	\$3,460	20
Malabar	\$1,384	8
Melbourne	\$32,524	188
West Melbourne	\$8,304	48
TOTAL FOR PARTICIPATING AGENCIES	\$64,356	
Brevard County (Consortium Lead)	\$50,170	

DELIVERABLE
A. Adult Education Program
B. School Age Education Program
C. General Public Programs
D. Special Event Representation
E. Storm Drain Marking
F. Alternative Programs, as requested

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 11.a
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Recognizing Florida Municipal Government Week (Resolution 22-2022)

BACKGROUND/HISTORY:

- a. Florida Municipal Government Week, held annually in October, is a time for municipalities across the state to celebrate, showcase and engage citizens in the work of municipal government.
- b. 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.
- c. Florida City Government Week 2021 was held October 18-24.

ATTACHMENTS:

- a. Resolution 22-2022.
- b. Town of Malabar FI Municipal Week Schedule of events.

ACTION OPTIONS:

- a. Council Action Requested

RESOLUTION 22-2022

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; RECOGNIZING FLORIDA MUNICIPAL GOVERNMENT WEEK, OCTOBER 17TH TO OCTOBER 23RD, 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 Steve Rivet	_____
Council Member Dave Scardino	_____
Council Member Mary Hofmeister	_____

This Resolution was then declared to be duly passed and adopted this 17th day of October 2022.

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 17th – October 23rd) Ideas

Monday October 17th – 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 18th – 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 19th – 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, ENT or Sandhill Trailhead.

Thursday October 20th – Highlight Employee, Town Clerk as a Malabar employee. Brief description of duties, and why I love our town!

Friday October 21st – 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: 11.b
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Appoint Joanne M. Korn to Board of Adjustments (Resolution 23-2022)

BACKGROUND/HISTORY:

- a. Board and Committee Terms are for three (3) years.
- b. As the term expires at the end of October, this is normally done at the 2nd meeting of October. It was the intent of Council to have the seated Council make the appointments, not the incoming Council.
- c. Council also changed the method to appoint stating in the Code that existing members that wish to continue need to complete and submit a new application for consideration. In addition, the Council adopted the Board Code of Conduct.
- d. Mrs. Joanne M. Korn has submitted an application to continue serving on the Board of Adjustment.

ATTACHMENTS:

- a. Resolution 23-2022.
- b. Joanne M. Korn Board of Adjustment Application.

ACTION OPTIONS:

- a. Council Action Requested

RESOLUTION 23-2022

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF JOANNE M. KORN TO THE MALABAR BOARD OF ADJUSTMENT AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Malabar Town Council has been notified of completed terms on the Board of Adjustment; and

WHEREAS, Malabar Town Council desires to fill this opening by appointment.

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 Joanne M. Korn as a regular member of the Board of Adjustment for a three-year term.

Section 2. The Town Council of Malabar, Brevard County, Florida, hereby authorizes and directs the Town Clerk to notify the member, the Board Chair and the Board Secretary of this appointment.

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 David Scardino	_____
Council Member Mary Hofmeister	_____

This Resolution was then declared to be duly passed and adopted this 17th day of October 2022.

TOWN OF MALABAR

By: _____.

Mayor Patrick T. Reilly, Council Chair

ATTEST:

_____.

Richard W. Kohler
Town Clerk

(seal)

Approved as to form and content:

_____.

Karl W. Bohne, Jr., Town Attorney

Board of Adjustment Application

The Board of Adjustment is hereby established and shall consist of five (5) seats and two (2) alternate-seats. The quorum for the Board of Adjustment is four (4) members. The Board shall meet only on an as needed basis when a property owner requests a variance to the Land Development Code or the Street Improvement Code. They shall also hear and consider challenges to the administrative decisions by the Town Building Official or Town Engineer. The Board of Adjustment shall have the authority to compel attendance of witnesses at hearings or meetings and to administer oaths. Any appeal of the decision of the Board of Adjustment shall be made through the Circuit Court and must be made within thirty (30) days of the finding by the Board of Adjustment.

- 1. Name: JOANNE M KORN Phone: 321-403-4901
 - 2. Home Address: 3115 Weber Rd Malabar FL 32950
 - 3. Email Address: lvakyaacres709@gmail.com
 - 4. Are you a resident of the Town: Yes No
 - 5. How long have you been a resident of the Town of Malabar: _____
 - 6. Are you currently involved with any other organization of the Town: Yes No
- If yes, which organization: _____

TOWN OF MALABAR

OCT 11 2022

RECEIVED

Town of Malabar 2725 Malabar Road Malabar, Florida 32950
Phone: 321-727-7763 ~ Fax 321-722-2234 ~ Email: townclerk@townofmalabar.org
Website: www.townofmalabar.org

OCT 11 2022

Town of Malabar RECEIVED Volunteer Committee/Board Application

Applicant Certification

By completing this application with the Town of Malabar and placing my signature below, I do hereby acknowledge the following:

- This application, when completed and filed with the Office of the Town Clerk, is a PUBLIC RECORD UNDER Chapter 119, Florida Statute, and is open to public inspection.
- I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the Town Clerk.
- I acknowledge that I am a resident of the Town of Malabar.
- I consent to filing the Statement of Financial Interest as required by Chapter 112, Florida Statutes.
- If appointed to a Committee or Board, I acknowledge that it is my obligation and duty to comply with the following:
 - Malabar Code of Conduct
 - Code of Ethics for Public Officials (F.S., Chapter 112, Part III)
 - Florida Sunshine Law (F.S., Chapter 286)

I understand the responsibilities associated with being a Committee or Board member and I will have adequate time to serve on this Committee or Board.

The information provided on this form is true and correct and consent is hereby given to the Town Council or its designated representative to verify any and/or all the information provided.

Joanne M. Poin
Signature

10-7-22
Date

Town of Malabar 2725 Malabar Road Malabar, Florida 32950
Phone: 321-727-7763 ~ Fax 321-722-2234 ~ Email: townclerk@townofmalabar.org
Website: www.townofmalabar.org

TOWN OF MALABAR

APPLICATION FOR APPOINTMENT TO BOARD/COMMITTEE

TOWN OF MALABAR

OCT 11 2022

RECEIVED

NOTE: Florida's Public Records Law, Chapter 119, Florida Statutes states, "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning, zoning or natural resources responsibilities are required to file a financial disclosure form within 30 days after appointment and annually thereafter for the duration of the appointment as required by F.S. Chap. 112.

NAME: Joanne M Korn TELEPHONE: 321-403-4901
ADDRESS: 3115 Wupper Rd Malabar FL 32956
EMAIL: lukyarcos709@gmail.com

RESIDENT OF TOWN FOR 12 MONTHS OR LONGER: [X] YES [] NO

OCCUPATION: (If retired, please indicate former occupation or profession.)

USPS

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

HERDING TRIALS

ADDITIONAL INFORMATION/REFERENCES:

Please select the Board that you would like to serve on by indicating first choice & second choice:

[X] Board of Adjustment [] Planning & Zoning
[] Parks & Recreation [] Trails & Greenways

Per Town Code, Council shall require removal of members after 3 successive absences.

Signature of Applicant: Joanne M Korn

Date: 10-7-22

Please return this form to: Town Clerk
Town of Malabar
2725 Malabar Road
Malabar, FL 32950-4427
Email: townclerk@townofmalabar.org

Note: If you need more information concerning the duties of these Boards, please contact the Town Clerk. Please attach a copy of your resume to this application. You will be notified of the date of the Town Council Meeting that your application will be considered for appointment. You will need to plan to attend the Council Meeting.



TOWN OF MALABAR

2725 MALABAR ROAD • MALABAR, FLORIDA 32950
(321) 727-7764 OFFICE • (321) 722-2234 FAX
www.townofmalabar.com

TOWN OF MALABAR

OCT 11 2022

RECEIVED

Town of Malabar Board Member Code of Conduct

(Malabar Code Chap 2. – Code of Conduct) In addition to adhering to the requirements of State Law, any person appointed to serve as a Member of a Town Board or Committee shall commit to the following Code of Conduct by written affirmation, which shall remain on file with the Town Clerk, as follows:

I affirm that the proper Statutory and Town Charter role of Members of appointed Town Boards and Committees, as with any Member of an appointed government body, is to act collectively, not individually, to apply the Town's governing policies, and that the Town Administrator and Staff administer such policies.

I understand that an appointed Board or Committee Member does not manage the affairs of the Town. I will not intrude into daily operations or spheres of responsibility designated by Florida Statutes, Town Code, and Town Charter to the Town Administrator as the Chief Executive Officer; or undermine the Town Administrator's lawful authority. Further, I understand that the Town Administrator is responsible for administering the policy direction established by a majority vote of the Town Council and not the individual wishes of Board or Committee Members.

I will represent the interests of the entire Town when making decisions and will rely upon available facts and my independent judgment. In my capacity as an appointed Board or Committee Member, I will avoid conflicts of interest and avoid using my official position for personal, professional, or partisan gain.

I will demonstrate dignity, respect, and courtesy toward those whom I am in contact with in my capacity as an appointed Board or Committee Member. I will refrain from intimidation and ridicule of fellow Board or Committee Members, Town Council Members, Town Administrator, Town Attorney, Staff, citizens of the Town, and those conducting business with the Town.

In my capacity as an appointed Board or Committee Member, I will refrain from inappropriate language including statements that are malicious, threatening, slanderous, disparaging, mean-spirited, vulgar or abusive. All disagreements, concerns or criticisms shall be framed in language that is in keeping with the dignity and professionalism of an appointed official and the honor of my respective Town Board or Committee.

I will focus on solving problems. I will maintain appropriate decorum and professional demeanor in the conduct of Town business and work cooperatively and conscientiously with others as I request or receive information, examine data or weigh alternatives in the decision-making process.

I will demonstrate patience and refrain from demanding, interruptive access to Staff or immediate responses or services when requesting information that requires significant Staff time in research, preparation or analysis or that will result in Staff neglect of urgent duties. Such requests will be made through the Town Administrator for scheduling and prioritizing through consensus of my respective Town Board or Committee.

I will devote adequate time for preparation prior to my respective Town Board or Committee meetings and as much as possible, I will be in attendance at such meetings and all other scheduled events where my participation is required.

I will respect diversity and encourage the open expression of divergent ideas and opinions from fellow Board or Committee Members, Town Council Members, Town Administrator, Town Attorney, Staff, citizens of Malabar. I will listen actively and objectively to others' concerns or constructive criticisms.

OCT 11 2022

RECEIVED

I will refrain from any individual action that could compromise lawfully authorized decisions of the Town or the integrity of the Town and my fellow Board or Committee Members. I will delineate clearly for any audience whether I am acting or speaking as an individual citizen or in my capacity as a Town Board or Committee Member.

I will maintain the confidentiality of privileged information and will abide by all laws of the State applicable to my conduct as a Board or Committee Member, including but not limited to the Government in the Sunshine Law, the Florida Code of Ethics for Public Officers, and Town Rules of Procedure and Codes of Conduct.

I will promote constructive relations in a positive climate with all Members of the Town Council, Town employees, Town Attorney, and Town contractors and consultants consistent with my role as a Board or Committee Member, as a means to enhance the productivity and morale of the Town. I will support the Town Administrator's decision to employ the most qualified persons for Staff positions. I will recognize the bona fide achievements of the Town Council, Town Administrator, Staff, Town Attorney, Town contractors and consultants, business partners, and others sharing in, and striving to achieve, the Town's mission.

I will enhance my knowledge and ability to contribute value to the Town as a Board or Committee Member by keeping abreast of issues and trends that could affect the Town through reading, continuing education and training. I will study policies and issues affecting the Town, and will attend training programs if required by the Town. My continuing goal will be to improve my performance as a Board or Committee Member.

I will value and assist my fellow Board or Committee Members by exchanging ideas, concerns, and knowledge through lawful means of communication. I will help build positive community support for the Town's mission and the policies established by the Town Council.

I will support and advocate for my beliefs, but will remain open to understanding the views of others. I recognize that I share in the responsibility for all Town decisions that my respective Board makes and will accept the will of the majority.

As a Board or Committee Member, I will always hold the best interests of the citizens of the Town and the public health, safety and welfare of the community in the highest regard. I will seek to provide appropriate leadership that nurtures and motivates Town citizens to be stakeholders in the affairs and achievements of the Town.

I will be accountable to the Town Council for violations of this Code of Conduct.

Joanne M Korn
Signature

10-11-22
Date

Joanne M Korn
Print Name

[Signature]
Witness

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 11.C
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Appoint Katie Abare to Board of Adjustment (Resolution 24-2022)

BACKGROUND/HISTORY:

- a. Board and Committee Terms are for three (3) years.
- b. As the term expires at the end of October, this is normally done at the 2nd meeting of October. It was the intent of Council to have the seated Council make the appointments, not the incoming Council.
- c. Council also changed the method to appoint stating in the Code that existing members that wish to continue need to complete and submit a new application for consideration. In addition, the Council adopted the Board Code of Conduct.
- d. Mrs. Katie Abare has submitted an application to continue serving on the Board of Adjustment.

ATTACHMENTS:

- a. Resolution 24-2022.
- b. Katie Abare Board of Adjustment Application.

ACTION OPTIONS:

- a. Council Action Requested

RESOLUTION 24-2022

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF KATIE ABARE TO THE MALABAR BOARD OF ADJUSTMENT AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Malabar Town Council has been notified of completed terms on the Board of Adjustment; and

WHEREAS, Malabar Town Council desires to fill this opening by appointment.

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 Katie Abare as a regular member of the Board of Adjustment for a three-year term.

Section 2. The Town Council of Malabar, Brevard County, Florida, hereby authorizes and directs the Town Clerk to notify the member, the Board Chair and the Board Secretary of this appointment.

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 David Scardino	_____
Council Member Mary Hofmeister	_____

This Resolution was then declared to be duly passed and adopted this 17th day of October 2022.

TOWN OF MALABAR

By: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

Richard W. Kohler
Town Clerk

(seal)

Approved as to form and content:

Karl W. Bohne, Jr., Town Attorney

Board of Adjustment Application

The Board of Adjustment is hereby established and shall consist of five (5) seats and two (2) alternate-seats. The quorum for the Board of Adjustment is four (4) members. The Board shall meet only on an as needed basis when a property owner requests a variance to the Land Development Code or the Street Improvement Code. They shall also hear and consider challenges to the administrative decisions by the Town Building Official or Town Engineer. The Board of Adjustment shall have the authority to compel attendance of witnesses at hearings or meetings and to administer oaths. Any appeal of the decision of the Board of Adjustment shall be made through the Circuit Court and must be made within thirty (30) days of the finding by the Board of Adjustment.

1. Name: Katie Abare Phone: 321-727-8559
321-917-9034 (c)
 2. Home Address: 2530 Rocky Point Rd.
 3. Email Address: wabare@cfl.rr.com
 4. Are you a resident of the Town: Yes No
 5. How long have you been a resident of the Town of Malabar: 24 yrs.
 6. Are you currently involved with any other organization of the Town: Yes No
- If yes, which organization: _____

Town of Malabar 2725 Malabar Road Malabar, Florida 32950
Phone: 321-727-7763 ~ Fax 321-722-2234 ~ Email: townclerk@townofmalabar.org
Website: www.townofmalabar.org

Applicant Certification

By completing this application with the Town of Malabar and placing my signature below, I do hereby acknowledge the following:

- This application, when completed and filed with the Office of the Town Clerk, is a PUBLIC RECORD UNDER Chapter 119, Florida Statute, and is open to public inspection.
- I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the Town Clerk.
- I acknowledge that I am a resident of the Town of Malabar.
- I consent to filing the Statement of Financial Interest as required by Chapter 112, Florida Statutes.
- If appointed to a Committee or Board, I acknowledge that it is my obligation and duty to comply with the following:
 - Malabar Code of Conduct
 - Code of Ethics for Public Officials (F.S., Chapter 112, Part III)
 - Florida Sunshine Law (F.S., Chapter 286)

I understand the responsibilities associated with being a Committee or Board member and I will have adequate time to serve on this Committee or Board.

The information provided on this form is true and correct and consent is hereby given to the Town Council or its designated representative to verify any and/or all the information provided.

Kate Abare
Signature

9-26-2022
Date

Town of Malabar 2725 Malabar Road Malabar, Florida 32950
Phone: 321-727-7763 ~ Fax 321-722-2234 ~ Email: townclerk@townofmalabar.org
Website: www.townofmalabar.org

TOWN OF MALABAR

APPLICATION FOR APPOINTMENT TO BOARD/COMMITTEE

NOTE: Florida's Public Records Law, Chapter 119, Florida Statutes states, "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning, zoning or natural resources responsibilities are required to file a financial disclosure form within 30 days after appointment and annually thereafter for the duration of the appointment as required by F.S. Chap. 112.

NAME: Katie Abare TELEPHONE: 321-727-8559
ADDRESS: 2530 Rocky Point Rd., Malabar, FL 32950
EMAIL: wabare@cfl.rr.com

RESIDENT OF TOWN FOR 12 MONTHS OR LONGER: YES NO

OCCUPATION: (If retired, please indicate former occupation or profession.)

Retired teacher

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

ADDITIONAL INFORMATION/REFERENCES:

Please select the Board that you would like to serve on by indicating first choice & second choice:

Board of Adjustment Planning & Zoning
 Parks & Recreation Trails & Greenways

Per Town Code, Council shall require removal of members after 3 successive absences.

Katie Abare

Signature of Applicant

9-26-2022

Date

Please return this form to: Town Clerk
Town of Malabar
2725 Malabar Road
Malabar, FL 32950-4427
Email: townclerk@townofmalabar.org

Note: If you need more information concerning the duties of these Boards, please contact the Town Clerk. Please attach a copy of your resume to this application. You will be notified of the date of the Town Council Meeting that your application will be considered for appointment. You will need to plan to attend the Council Meeting.



TOWN OF MALABAR

2725 MALABAR ROAD • MALABAR, FLORIDA 32950
(321) 727-7764 OFFICE • (321) 722-2234 FAX
www.townofmalabar.com

Town of Malabar Board Member Code of Conduct

(Malabar Code Chap 2. – Code of Conduct) In addition to adhering to the requirements of State Law, any person appointed to serve as a Member of a Town Board or Committee shall commit to the following Code of Conduct by written affirmation, which shall remain on file with the Town Clerk, as follows:

I affirm that the proper Statutory and Town Charter role of Members of appointed Town Boards and Committees, as with any Member of an appointed government body, is to act collectively, not individually, to apply the Town's governing policies, and that the Town Administrator and Staff administer such policies.

I understand that an appointed Board or Committee Member does not manage the affairs of the Town. I will not intrude into daily operations or spheres of responsibility designated by Florida Statutes, Town Code, and Town Charter to the Town Administrator as the Chief Executive Officer; or undermine the Town Administrator's lawful authority. Further, I understand that the Town Administrator is responsible for administering the policy direction established by a majority vote of the Town Council and not the individual wishes of Board or Committee Members.

I will represent the interests of the entire Town when making decisions and will rely upon available facts and my independent judgment. In my capacity as an appointed Board or Committee Member, I will avoid conflicts of interest and avoid using my official position for personal, professional, or partisan gain.

I will demonstrate dignity, respect, and courtesy toward those whom I am in contact with in my capacity as an appointed Board or Committee Member. I will refrain from intimidation and ridicule of fellow Board or Committee Members, Town Council Members, Town Administrator, Town Attorney, Staff, citizens of the Town, and those conducting business with the Town.

In my capacity as an appointed Board or Committee Member, I will refrain from inappropriate language including statements that are malicious, threatening, slanderous, disparaging, mean-spirited, vulgar or abusive. All disagreements, concerns or criticisms shall be framed in language that is in keeping with the dignity and professionalism of an appointed official and the honor of my respective Town Board or Committee.

I will focus on solving problems. I will maintain appropriate decorum and professional demeanor in the conduct of Town business and work cooperatively and conscientiously with others as I request or receive information, examine data or weigh alternatives in the decision-making process.

I will demonstrate patience and refrain from demanding, interruptive access to Staff or immediate responses or services when requesting information that requires significant Staff time in research, preparation or analysis or that will result in Staff neglect of urgent duties. Such requests will be made through the Town Administrator for scheduling and prioritizing through consensus of my respective Town Board or Committee.

I will devote adequate time for preparation prior to my respective Town Board or Committee meetings and as much as possible, I will be in attendance at such meetings and all other scheduled events where my participation is required.

I will respect diversity and encourage the open expression of divergent ideas and opinions from fellow Board or Committee Members, Town Council Members, Town Administrator, Town Attorney, Staff, citizens of Malabar. I will listen actively and objectively to others' concerns or constructive criticisms.

I will refrain from any individual action that could compromise lawfully authorized decisions of the Town or the integrity of the Town and my fellow Board or Committee Members. I will delineate clearly for any audience whether I am acting or speaking as an individual citizen or in my capacity as a Town Board or Committee Member.

I will maintain the confidentiality of privileged information and will abide by all laws of the State applicable to my conduct as a Board or Committee Member, including but not limited to the Government in the Sunshine Law, the Florida Code of Ethics for Public Officers, and Town Rules of Procedure and Codes of Conduct.

I will promote constructive relations in a positive climate with all Members of the Town Council, Town employees, Town Attorney, and Town contractors and consultants consistent with my role as a Board or Committee Member, as a means to enhance the productivity and morale of the Town. I will support the Town Administrator's decision to employ the most qualified persons for Staff positions. I will recognize the bona fide achievements of the Town Council, Town Administrator, Staff, Town Attorney, Town contractors and consultants, business partners, and others sharing in, and striving to achieve, the Town's mission.

I will enhance my knowledge and ability to contribute value to the Town as a Board or Committee Member by keeping abreast of issues and trends that could affect the Town through reading, continuing education and training. I will study policies and issues affecting the Town, and will attend training programs if required by the Town. My continuing goal will be to improve my performance as a Board or Committee Member.

I will value and assist my fellow Board or Committee Members by exchanging ideas, concerns, and knowledge through lawful means of communication. I will help build positive community support for the Town's mission and the policies established by the Town Council.

I will support and advocate for my beliefs, but will remain open to understanding the views of others. I recognize that I share in the responsibility for all Town decisions that my respective Board makes and will accept the will of the majority.

As a Board or Committee Member, I will always hold the best interests of the citizens of the Town and the public health, safety and welfare of the community in the highest regard. I will seek to provide appropriate leadership that nurtures and motivates Town citizens to be stakeholders in the affairs and achievements of the Town.

I will be accountable to the Town Council for violations of this Code of Conduct.

Katie Abare
Signature

Oct 3, 2022
Date

Katie Abare
Print Name

[Signature]
Witness

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 11.d
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Appoint Barbara Cameron to the Trails and Greenways Committee (Resolution 25-2022)

BACKGROUND/HISTORY:

- a. Board and Committee Terms are for three (3) years.
- b. Committee Member Waite has resigned from the Trails and Greenways Committee effective October 10th, 2022.
- c. The Trails and Greenways Committee has two alternate members. Mark Britt, as the longest serving alternate, will become a voting member.
- d. Mrs. Barbara Cameron has submitted an application to serve on the Trails and Greenways Committee.

ATTACHMENTS:

- a. Resolution 25-2022.
- b. Daniel Waite Resignation Letter
- c. Barbara Cameron Trails and Greenways Committee Application.

ACTION OPTIONS:

- a. Council Action Requested

RESOLUTION 25-2022

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF BARBARA CAMERON TO THE MALABAR TRAILS AND GREENWAYS COMMITTEE AS AN ALTERNATE MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Malabar Town Council has been notified of an applicant for the opening on the Trails and Greenways Committee; and

WHEREAS, Malabar Town Council desires to fill this opening by appointment.

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 Barbara Cameron as an alternate member of the Trails and Greenways Committee for a three-year term.

Section 2. The Town Council of Malabar, Brevard County, Florida, hereby authorizes and directs the Town Clerk to notify the member, the Committee Chair and the Committee Secretary of this appointment.

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 _____ and a second by Council Member _____ and 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 17th day of October 2022.

(seal)

TOWN OF MALABAR

By: _____

Mayor Patrick T. Reilly, Council Chair

ATTEST:

Richard W. Kohler
Town Clerk

Approved as to form and content:

Karl W. Bohne, Jr.

Karl W. Bohne, Jr., Town Attorney

TOWN OF MALABAR

OCT 10 2022

RECEIVED

Town of Malabar

Trails and Greenways Committee

Dear Committee,

I am writing to inform you that I will be stepping down from the committee. I have started the master's program for Public Administration at UCF and I have a lot of things in my personal life that I need to focus on. I would like to give an opportunity to a resident that is able to give the full attention and participation needed for the success of this committee. I look forward to being involved when I can and giving my professional opinions and thoughts on items that arise. It was a pleasure working with all the members on this committee and I have learned a lot from each member. Keep up the passion and drive. I wish all committees were like this one. As a Parks and Recreation professional, I wouldn't want to work with any other committee. It is great to have members with knowledge, passion, and fight for the future of our Town.

Thank you for the opportunity to serve.

Daniel Waite

Town of MalabarVolunteer Committee/Board ApplicationTrails & Greenways (T&G) Committee Application

The T&G Committee is hereby established and shall consist of five (5) seats and two (2) alternate-seats. The Committee is established to deal with the specific subject of trails and greenways within Malabar and how they connect to the South Brevard Linear Trail system. The Committee shall gather information and present it to the Park and Recreation Board for referral to the Town Council. The Committee is advisory in nature but consults with trail groups from other agencies on trail related issues and forwards their recommendations to the Parks and Recreation Board for their consideration and recommendation to Council.

1. Name: Barbara Cameron Phone: 321-508-5565
 2. Home Address: 665 Hall Rd, Malabar 32950
 3. Email Address: bkcameronabc@gmail.com
 4. Are you a resident of the Town: Yes No
 5. How long have you been a resident of the Town of Malabar: Since 1973
 6. Are you currently involved with any other organization of the Town: Yes No
- If yes, which organization: Just resigned from P+Z

Town of Malabar 2725 Malabar Road Malabar, Florida 32950
 Phone: 321-727-7763 ~ Fax 321-722-2234 ~ Email: townclerk@townofmalabar.org
 Website: www.townofmalabar.org

TOWN OF MALABAR

APPLICATION FOR APPOINTMENT TO BOARD/COMMITTEE

AUG 3 2022 AM 11:06

NOTE: Florida's Public Records Law, Chapter 119, Florida Statutes states, "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning, zoning or natural resources responsibilities are required to file a financial disclosure form within 30 days after appointment and annually thereafter for the duration of the appointment as required by F.S. Chap. 112.

NAME: Barbara Cameron TELEPHONE: 321 504-5565
ADDRESS: 665 Hall Rd, Malabar 32950
EMAIL: bkcameronbc@gmail.com

RESIDENT OF TOWN FOR 12 MONTHS OR LONGER: YES NO

OCCUPATION: (If retired, please indicate former occupation or profession.)
Retired

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

ADDITIONAL INFORMATION/REFERENCES:
John D'Amico

Please select the Board that you would like to serve on by indicating first choice & second choice:

- Board of Adjustment Planning & Zoning
- Parks & Recreation Trails & Greenways

Per Town Code, Council shall require removal of members after 3 successive absences.

Barbara K Cameron
Signature of Applicant

8-3-2022
Date

Please return this form to: Town Clerk
Town of Malabar
2725 Malabar Road
Malabar, FL 32950-4427
Email: townclerk@townofmalabar.org

Note: If you need more information concerning the duties of these Boards, please contact the Town Clerk. Please attach a copy of your resume to this application. You will be notified of the date of the Town Council Meeting that your application will be considered for appointment. You will need to plan to attend the Council Meeting.

Applicant Certification

By completing this application with the Town of Malabar and placing my signature below, I do hereby acknowledge the following:

- This application, when completed and filed with the Office of the Town Clerk, is a PUBLIC RECORD UNDER Chapter 119, Florida Statute, and is open to public inspection.
- I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the Town Clerk.
- I acknowledge that I am a resident of the Town of Malabar.
- I consent to filing the Statement of Financial Interest as required by Chapter 112, Florida Statutes.
- If appointed to a Committee or Board, I acknowledge that it is my obligation and duty to comply with the following:
 - Malabar Code of Conduct
 - Code of Ethics for Public Officials (F.S., Chapter 112, Part III)
 - Florida Sunshine Law (F.S., Chapter 286)

I understand the responsibilities associated with being a Committee or Board member and I will have adequate time to serve on this Committee or Board.

The information provided on this form is true and correct and consent is hereby given to the Town Council or its designated representative to verify any and/or all the information provided.

Barbara K. Cameron
Signature

8-3-2022
Date



TOWN OF MALABAR

2725 MALABAR ROAD • MALABAR, FLORIDA 32950
(321) 727-7764 OFFICE • (321) 722-2234 FAX
www.townofmalabar.com

Town of Malabar Board Member Code of Conduct

(Malabar Code Chap 2. – Code of Conduct) In addition to adhering to the requirements of State Law, any person appointed to serve as a Member of a Town Board or Committee shall commit to the following Code of Conduct by written affirmation, which shall remain on file with the Town Clerk, as follows:

I affirm that the proper Statutory and Town Charter role of Members of appointed Town Boards and Committees, as with any Member of an appointed government body, is to act collectively, not individually, to apply the Town's governing policies, and that the Town Administrator and Staff administer such policies.

I understand that an appointed Board or Committee Member does not manage the affairs of the Town. I will not intrude into daily operations or spheres of responsibility designated by Florida Statutes, Town Code, and Town Charter to the Town Administrator as the Chief Executive Officer; or undermine the Town Administrator's lawful authority. Further, I understand that the Town Administrator is responsible for administering the policy direction established by a majority vote of the Town Council and not the individual wishes of Board or Committee Members.

I will represent the interests of the entire Town when making decisions and will rely upon available facts and my independent judgment. In my capacity as an appointed Board or Committee Member, I will avoid conflicts of interest and avoid using my official position for personal, professional, or partisan gain.

I will demonstrate dignity, respect, and courtesy toward those whom I am in contact with in my capacity as an appointed Board or Committee Member. I will refrain from intimidation and ridicule of fellow Board or Committee Members, Town Council Members, Town Administrator, Town Attorney, Staff, citizens of the Town, and those conducting business with the Town.

In my capacity as an appointed Board or Committee Member, I will refrain from inappropriate language including statements that are malicious, threatening, slanderous, disparaging, mean-spirited, vulgar or abusive. All disagreements, concerns or criticisms shall be framed in language that is in keeping with the dignity and professionalism of an appointed official and the honor of my respective Town Board or Committee.

I will focus on solving problems. I will maintain appropriate decorum and professional demeanor in the conduct of Town business and work cooperatively and conscientiously with others as I request or receive information, examine data or weigh alternatives in the decision-making process.

I will demonstrate patience and refrain from demanding, interruptive access to Staff or immediate responses or services when requesting information that requires significant Staff time in research, preparation or analysis or that will result in Staff neglect of urgent duties. Such requests will be made through the Town Administrator for scheduling and prioritizing through consensus of my respective Town Board or Committee.

I will devote adequate time for preparation prior to my respective Town Board or Committee meetings and as much as possible, I will be in attendance at such meetings and all other scheduled events where my participation is required.

I will respect diversity and encourage the open expression of divergent ideas and opinions from fellow Board or Committee Members, Town Council Members, Town Administrator, Town Attorney, Staff, citizens of Malabar. I will listen actively and objectively to others' concerns or constructive criticisms.

I will refrain from any individual action that could compromise lawfully authorized decisions of the Town or the integrity of the Town and my fellow Board or Committee Members. I will delineate clearly for any audience whether I am acting or speaking as an individual citizen or in my capacity as a Town Board or Committee Member.

I will maintain the confidentiality of privileged information and will abide by all laws of the State applicable to my conduct as a Board or Committee Member, including but not limited to the Government In the Sunshine Law, the Florida Code of Ethics for Public Officers, and Town Rules of Procedure and Codes of Conduct.

I will promote constructive relations in a positive climate with all Members of the Town Council, Town employees, Town Attorney, and Town contractors and consultants consistent with my role as a Board or Committee Member, as a means to enhance the productivity and morale of the Town. I will support the Town Administrator's decision to employ the most qualified persons for Staff positions. I will recognize the bona fide achievements of the Town Council, Town Administrator, Staff, Town Attorney, Town contractors and consultants, business partners, and others sharing in, and striving to achieve, the Town's mission.

I will enhance my knowledge and ability to contribute value to the Town as a Board or Committee Member by keeping abreast of issues and trends that could affect the Town through reading, continuing education and training. I will study policies and issues affecting the Town, and will attend training programs if required by the Town. My continuing goal will be to improve my performance as a Board or Committee Member.

I will value and assist my fellow Board or Committee Members by exchanging ideas, concerns, and knowledge through lawful means of communication. I will help build positive community support for the Town's mission and the policies established by the Town Council.

I will support and advocate for my beliefs, but will remain open to understanding the views of others. I recognize that I share in the responsibility for all Town decisions that my respective Board makes and will accept the will of the majority.

As a Board or Committee Member, I will always hold the best interests of the citizens of the Town and the public health, safety and welfare of the community in the highest regard. I will seek to provide appropriate leadership that nurtures and motivates Town citizens to be stakeholders in the affairs and achievements of the Town.

I will be accountable to the Town Council for violations of this Code of Conduct.

Barbara K Cameron
Signature

8-3-2022
Date

Barbara K Cameron
Print Name

Witness

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 11.e
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Appoint David Scott Taylor to the Planning and Zoning Board (Resolution 26-2022)

BACKGROUND/HISTORY:

- a. Board and Committee Terms are for three (3) years.
- b. Board Member Foster has resigned from the Planning and Zoning Board effective October 31st, 2022.
- c. The Planning and Zoning Board has no alternate members.
- d. Mr. David Scott Taylor has submitted an application to serve on the Planning and Zoning Board.

ATTACHMENTS:

- a. Resolution 26-2022.
- b. George Foster Resignation Letter
- c. David Scott Taylor Planning and Zoning Board Application.

ACTION OPTIONS:

- a. Council Action Requested

RESOLUTION 26-2022

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF DAVID SCOTT TAYLOR TO THE MALABAR PLANNING AND ZONING BOARD AS A REGULAR; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Malabar Town Council has been notified of vacant positions on the Planning and Zoning Board; and

WHEREAS, Malabar Town Council desires to fill this opening by appointment.

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 David Scott Taylor as a regular member of the Planning and Zoning Board for a three-year term.

Section 2. The Town Council of Malabar, Brevard County, Florida, hereby authorizes and directs the Town Clerk to notify the member, the Board Chair and the Board Secretary of this appointment.

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 David Scardino	_____
Council Member Mary Hofmeister	_____

This Resolution was then declared to be duly passed and adopted this 17th day of October 2022.

TOWN OF MALABAR

By: _____.

Mayor Patrick T. Reilly, Council Chair

ATTEST:

Richard W. Kohler
Town Clerk

(seal)

Approved as to form and content:

Karl W. Bohne, Jr., Town Attorney

Richard Kohler

From: George Foster <georgesfoster@att.net>
Sent: Monday, October 10, 2022 11:27 AM
To: Richard Kohler
Subject: Intent Not To Renew Term on Planning and Zoning Board

Mr. Richard Kohler, Please accept this Email Text, as My Intent Not To Renew, My Term, on The Planning and Zoning Board, It has been an Honor and a Pleasure, To Serve The Town of Malabar, while being on The Planning and Zoning Board, Thank You George Foster

Town of MalabarVolunteer Committee/Board ApplicationPlanning & Zoning Advisory Board Application

The Planning and Zoning Board is hereby established and shall consist of five (5) seats and two (2) alternate-seats. The Planning and Zoning Board is advisory in nature. Members of the Board shall hold no other Town office. The affirmative vote of a majority of the regular and alternate board members present and voting (maximum of five votes) shall be necessary for the adoption of any motion. The Planning and Zoning Board deals with land use issues such as site plans, conditional uses, special exceptions, residential subdivision developments, plats, re-plats and zoning change requests. They also review and compile updates for the Comprehensive Plan and present to Council. They shall also draft land development code to conform to changes adopted by Council to the Comprehensive Plan. They shall annually prepare a Capital Improvement Projects list to submit to Council. Some of the issues that the Board considers will be quasi-judicial and staff will alert them to those situations.

1. Name: David Scott Taylor Phone: 407-810-0544
 2. Home Address: 2165 Flashy Lane, Malabar FL 32950
 3. Email Address: taylor.david.scott@gmail.com
 4. Are you a resident of the Town: Yes No
 5. How long have you been a resident of the Town of Malabar: 7 Years
 6. Are you currently involved with any other organization of the Town: Yes No
- If yes, which organization: _____

Town of Malabar 2725 Malabar Road Malabar, Florida 32950
 Phone: 321-727-7763 ~ Fax 321-722-2234 ~ Email: townclerk@townofmalabar.org
 Website: www.townofmalabar.org

TOWN OF MALABAR

APPLICATION FOR APPOINTMENT TO BOARD/COMMITTEE

NOTE: Florida's Public Records Law, Chapter 119, Florida Statutes states, "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning, zoning or natural resources responsibilities are required to file a financial disclosure form within 30 days after appointment and annually thereafter for the duration of the appointment as required by F.S. Chap. 112.

NAME: David Scott Taylor TELEPHONE: 407-810-0544

ADDRESS: 2165 Flashy Lane Malabar FL 32950

EMAIL: taylor.david.scott@gmail.com

RESIDENT OF TOWN FOR 12 MONTHS OR LONGER: [X] YES [] NO

OCCUPATION: (If retired, please indicate former occupation or profession.)

Engineer

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

ADDITIONAL INFORMATION/REFERENCES:

Barbara Cameron

Please select the Board that you would like to serve on by indicating first choice & second choice:

- Board of Adjustment [X] Planning & Zoning
Parks & Recreation Trails & Greenways

Per Town Code, Council shall require removal of members after 3 successive absences.

Signature of Applicant

Date 10-6-22

Please return this form to: Town Clerk, Town of Malabar, 2725 Malabar Road, Malabar, FL 32950-4427, Email: townclerk@townofmalabar.org

Note: If you need more information concerning the duties of these Boards, please contact the Town Clerk. Please attach a copy of your resume to this application. You will be notified of the date of the Town Council Meeting that your application will be considered for appointment. You will need to plan to attend the Council Meeting.

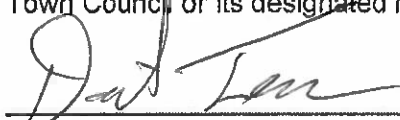
Town of MalabarVolunteer Committee/Board Application**Applicant Certification**

By completing this application with the Town of Malabar and placing my signature below, I do hereby acknowledge the following:

- This application, when completed and filed with the Office of the Town Clerk, is a PUBLIC RECORD UNDER Chapter 119, Florida Statute, and is open to public inspection.
- I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the Town Clerk.
- I acknowledge that I am a resident of the Town of Malabar.
- I consent to filing the Statement of Financial Interest as required by Chapter 112, Florida Statutes.
- If appointed to a Committee or Board, I acknowledge that it is my obligation and duty to comply with the following:
 - Malabar Code of Conduct
 - Code of Ethics for Public Officials (F.S., Chapter 112, Part III)
 - Florida Sunshine Law (F.S., Chapter 286)

I understand the responsibilities associated with being a Committee or Board member and I will have adequate time to serve on this Committee or Board.

The information provided on this form is true and correct and consent is hereby given to the Town Council or its designated representative to verify any and/or all the information provided.



 Signature

10-6-22

 Date

Town of Malabar 2725 Malabar Road Malabar, Florida 32950
 Phone: 321-727-7763 ~ Fax 321-722-2234 ~ Email: townclerk@townofmalabar.org
 Website: www.townofmalabar.org



TOWN OF MALABAR

OCT 6 2022 PM 1:09

2725 MALABAR ROAD • MALABAR, FLORIDA 32950
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www.townofmalabar.com

Town of Malabar Board Member Code of Conduct

(Malabar Code Chap 2. – Code of Conduct) In addition to adhering to the requirements of State Law, any person appointed to serve as a Member of a Town Board or Committee shall commit to the following Code of Conduct by written affirmation, which shall remain on file with the Town Clerk, as follows:

I affirm that the proper Statutory and Town Charter role of Members of appointed Town Boards and Committees, as with any Member of an appointed government body, is to act collectively, not individually, to apply the Town's governing policies, and that the Town Administrator and Staff administer such policies.

I understand that an appointed Board or Committee Member does not manage the affairs of the Town. I will not intrude into daily operations or spheres of responsibility designated by Florida Statutes, Town Code, and Town Charter to the Town Administrator as the Chief Executive Officer; or undermine the Town Administrator's lawful authority. Further, I understand that the Town Administrator is responsible for administering the policy direction established by a majority vote of the Town Council and not the individual wishes of Board or Committee Members.

I will represent the interests of the entire Town when making decisions and will rely upon available facts and my independent judgment. In my capacity as an appointed Board or Committee Member, I will avoid conflicts of interest and avoid using my official position for personal, professional, or partisan gain.

I will demonstrate dignity, respect, and courtesy toward those whom I am in contact with in my capacity as an appointed Board or Committee Member. I will refrain from intimidation and ridicule of fellow Board or Committee Members, Town Council Members, Town Administrator, Town Attorney, Staff, citizens of the Town, and those conducting business with the Town.

In my capacity as an appointed Board or Committee Member, I will refrain from inappropriate language including statements that are malicious, threatening, slanderous, disparaging, mean-spirited, vulgar or abusive. All disagreements, concerns or criticisms shall be framed in language that is in keeping with the dignity and professionalism of an appointed official and the honor of my respective Town Board or Committee.

I will focus on solving problems. I will maintain appropriate decorum and professional demeanor in the conduct of Town business and work cooperatively and conscientiously with others as I request or receive information, examine data or weigh alternatives in the decision-making process.

I will demonstrate patience and refrain from demanding, interruptive access to Staff or immediate responses or services when requesting information that requires significant Staff time in research, preparation or analysis or that will result in Staff neglect of urgent duties. Such requests will be made through the Town Administrator for scheduling and prioritizing through consensus of my respective Town Board or Committee.

I will devote adequate time for preparation prior to my respective Town Board or Committee meetings and as much as possible, I will be in attendance at such meetings and all other scheduled events where my participation is required.

I will respect diversity and encourage the open expression of divergent ideas and opinions from fellow Board or Committee Members, Town Council Members, Town Administrator, Town Attorney, Staff, citizens of Malabar. I will listen actively and objectively to others' concerns or constructive criticisms.

I will refrain from any individual action that could compromise lawfully authorized decisions of the Town or the integrity of the Town and my fellow Board or Committee Members. I will delineate clearly for any audience whether I am acting or speaking as an individual citizen or in my capacity as a Town Board or Committee Member.

I will maintain the confidentiality of privileged information and will abide by all laws of the State applicable to my conduct as a Board or Committee Member, including but not limited to the Government in the Sunshine Law, the Florida Code of Ethics for Public Officers, and Town Rules of Procedure and Codes of Conduct.

I will promote constructive relations in a positive climate with all Members of the Town Council, Town employees, Town Attorney, and Town contractors and consultants consistent with my role as a Board or Committee Member, as a means to enhance the productivity and morale of the Town. I will support the Town Administrator's decision to employ the most qualified persons for Staff positions. I will recognize the bona fide achievements of the Town Council, Town Administrator, Staff, Town Attorney, Town contractors and consultants, business partners, and others sharing in, and striving to achieve, the Town's mission.

I will enhance my knowledge and ability to contribute value to the Town as a Board or Committee Member by keeping abreast of issues and trends that could affect the Town through reading, continuing education and training. I will study policies and issues affecting the Town, and will attend training programs if required by the Town. My continuing goal will be to improve my performance as a Board or Committee Member.

I will value and assist my fellow Board or Committee Members by exchanging ideas, concerns, and knowledge through lawful means of communication. I will help build positive community support for the Town's mission and the policies established by the Town Council.

I will support and advocate for my beliefs, but will remain open to understanding the views of others. I recognize that I share in the responsibility for all Town decisions that my respective Board makes and will accept the will of the majority.

As a Board or Committee Member, I will always hold the best interests of the citizens of the Town and the public health, safety and welfare of the community in the highest regard. I will seek to provide appropriate leadership that nurtures and motivates Town citizens to be stakeholders in the affairs and achievements of the Town.

I will be accountable to the Town Council for violations of this Code of Conduct.



Signature

David Taylor

Print Name

10-6-22

Date



Witness

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 11.f
Meeting Date: October 17, 2022

Prepared By: Matthew Stinnett, Town Manager

SUBJECT: Piggy-back Contract – Plan Review and Building Inspector Services, IFB#09-0-2021, City of Palm Bay, CAP Government, Inc

BACKGROUND/HISTORY:

April 19, 2021 council approved the utilization of a piggy-back contract award by another governmental agency for Plan Review and Building Inspector Services to SAFEbuilt Florida, LLC and subsequently approved the use of JPI, Inc on March 7th. SAFEbuilt and JPI have been unable to sufficiently fulfill the Town's request for the requisition of external contracted personnel services for the Building Department. The other agency contract was an invitation to bid and included a multi-vendor award, which includes CAP Government, Inc. Staff has contacted CAP and confirms available personnel and can provide staffing needs in the immediate future.

Staff is requesting the use of other agency contract for Plan Review and Building Inspections Services, as needed, to meet the demands of the building department for the Town of Malabar. Within the contract seven positions, including Building Inspector, Plans Examiner, Building Official, Fire Inspector, Fire Examiner, and Permit Technician may be used in conjunction with existing Town staff to augment and better serve the needs of the growing number of building permit applications, reviews, inspection services, construction site monitoring, and issuance of permits.

An immediate need and first executed use of this contract, if approved by Town Council, will be to add a contracted Building Inspector and Official for up to 16 hours per week.

ATTACHMENTS:

Signed Service Agreement
Notice of Award
Renewal Amendment
Piggyback Contract

FINANCIAL IMPACT:

Estimated current fiscal year end expenditures from the restricted Building Fund, 524.3130 Building Contracted Services not to exceed the budgeted amount \$95,000.

ACTION OPTIONS:

Motion to approve and execute a piggy-back contract for Plan Review and Building Inspector Services, other agency contract, IFB#09-0-2021, City of Palm Bay, with CAP Government, Inc.,

**SERVICE AGREEMENT FOR
IFB NO. 09-0-2021/SZ
PLAN REVIEW AND BUILDING INSPECTOR SERVICES**

THIS AGREEMENT, made this 11 day of March 2021, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and **C.A.P. GOVERNMENT, INC.** (FEIN Number 65-0121594), 343 Almeria Avenue, Coral Gables, FL, 33134, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

1. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- 1.1. Specifications and Contract Documents prepared by the City of Palm Bay, "IFB #09-0-2021/SZ, Plan Review and Building Inspector Services" (Exhibit A).
- 1.2. Bid for the City of Palm Bay prepared by Contractor dated January 26, 2021, (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated March 11, 2021 and any attachments.
- C. Exhibit A
- D. Exhibit B

2. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Invitation for Bid and amendments, if any, the Invitation for Bid and any amendments thereto being attached hereto as Exhibit "A" (CITY's Invitation for Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

3. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on March 20, 2021 and ending on March 19, 2022. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its bid to the City at the hourly rates specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

5. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

6. GENERAL CONDITIONS**6.1. Patents**

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section 6.2.

6.2. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers,

etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.
2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
4. Any patent or copyright infringement by Contractor;
5. Any lien or other claim by contractor inconsistent with this Agreement;
6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

6.3. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made

binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

6.4. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

Contractor understands and agrees that the City may immediately terminate this contract upon written notice if the Contractor is found to have submitted a false certification or any of the following occur with respect to the Contractor or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

6.5. Notice of Deficiency

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

6.6. Default

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- Contractor has not performed services on timely basis;
- Contractor has refused or failed to supply enough properly-skilled personnel;
- Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- Contractor has failed to fulfill representations made in this Agreement;
- Contractor has refused or failed to provide the Services as defined in this Agreement; or
- Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

1. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
2. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
3. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
4. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
5. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

6.7. WARRANTY

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

6.8. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section 20 - LIMITATION OF LIABILITY shall apply.

6.9. LIQUIDATED DAMAGES

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

6.10 Insurance Requirements: The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

6.10.1 Commercial General Liability: The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

6.10.2 Automobile Liability:

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

6.10.3 Umbrella / Excess Liability:

Contractor shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. **This coverage is optional if the Contractor has \$2,000,000 General Aggregate under the Commercial General Liability Policy**

6.10.4 Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.

6.10.5 Professional Liability Insurance or Errors and Omissions Insurance:

Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

Insurance Certificates:

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

7. ACCEPTANCE

The City will be deemed to have accepted the Work after the Chief Procurement Officer is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

8. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

9. RIGHT TO AUDIT RECORDS

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

10. PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Suite 200 Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

11. TIME IS OF THE ESSENCE

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

12. INFORMATION

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

13. EXTRA WORK

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Procurement department before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

14. FAMILIARITY WITH THE WORK

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

15. TITLE AND RISK OF LOSS

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

16. INDEPENDENT CONTRACTOR, ASSIGNMENT AND SUBCONTRACTS

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

17. INSPECTION AND NON-WAIVER

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

18. NOTICES

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor: Carlos A Penin, PE, President
C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables, FL 33134

To the City: Chief Procurement Officer
City of Palm Bay
120 Malabar Rd SE
Palm Bay, FL 32907

Copy to: City Manager
City of Palm Bay
120 Malabar Rd SE
Palm Bay, FL 32907

19. NO LIENS

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material,

equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

20. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

21. MISCELLANEOUS PROVISIONS

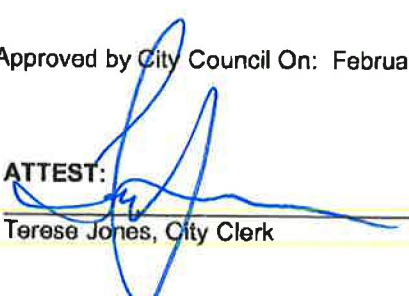
- 21.1.** The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- 21.2.** By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.
- 21.3.** The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance

- of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.
- 21.4.** No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
 - 21.5.** The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
 - 21.6.** Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
 - 21.7.** This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
 - 21.8.** The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
 - 21.9.** This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
 - 21.10.** This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
 - 21.11.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
 - 21.12.** If consultant receives a subpoena or summons or receives any other correspondence related to legal proceedings or any correspondence from an attorney or owner's representative in response to work done on behalf of the City under this Agreement, the Consultant must immediately notify the City Attorney's Office and the City Building Official. Any attendance required at a legal proceeding which the City was notified about and (if applicable) approved the Consultant to attend will be compensated as described in the Agreement at the applicable hourly rate(s) in Exhibit B.

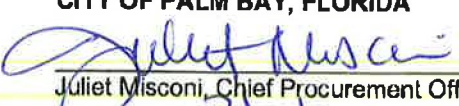
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

Approved by City Council On: February 18, 2021

ATTEST:


Terese Jones, City Clerk

CITY OF PALM BAY, FLORIDA


Juliet Misconi, Chief Procurement Officer

Date

3/11/2021

WITNESS:

(to Contractor's Signature)


Name (Printed)

Signature

Susan Borges

C.A.P. GOVERNMENT, INC.


(Signature)

Carlos A. Penin, PE, President

Name and Title

C.A.P. Government, Inc.

Company

03/02/2021

Date



Via e-mail: cap@capfla.com

February 25, 2021

Carlos A Penin, PE, President
C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables, FL 33134

RE: IFB #09-0-2021/SZ, Plan Review and Building Inspector Services

Dear Mr. Penin:

On February 18, 2021, the above referenced contract was awarded to your company in full accordance with the terms, conditions and specifications as stipulated in the Invitation for Bid document.

Please sign this Notice of Award and return it with a signed copy of the Agreement along with a completed Contractor Security Card Application (in accordance with the Public Protection Act-Chapter 98, Code of Ordinances) to the City via e-mail (procurement@pbfl.org).

You are also required to submit your insurance certificate(s) with your acceptance of this notice. The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation) as a **named additional insured. Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work.

We appreciate your interest in the City of Palm Bay and look forward to future contact with your firm.

Sincerely,

CITY OF PALM BAY

C.A.P. GOVERNMENT, INC.

A handwritten signature in blue ink that reads "Juliet Misconi".

Juliet Misconi, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

By: Carlos A. Penin President
Name/Title (print)

Carlos A. Penin 03-02-21
Signature Date

**CITY OF PALM BAY
AMENDMENT TO CONTRACT # 09-0-2021
Plan Review and Building Inspection Services**

This amendment to contract is made and entered into this 10 day of March, 2022, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and C.A.P. Government, Inc, 343 America Ave, Coral Gables, FL 33134, hereinafter referred to as the "Contractor."

WHEREAS, the City and the Contractor entered into a Contract under the date of March 20, 2021, whereby the contractor would perform certain services with respect to Plan Review and Building Inspection Services; and

WHEREAS, the City and Contractor desire to renew the term of said Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. The renewed term of agreement shall be March 20, 2022 through March 19, 2023.
- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract dated, March 20, 2021, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

C.A.P. Government, Inc



Juliet Misconi, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

Date

3/10/2022



Signature

By: Carlos A. Penin, PE, President
Name/Title

01/11/2022
Date

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF MALABAR, FLORIDA
AND CAP GOVERNMENT, INC.**

This Professional Services Agreement (“Agreement”) is entered into by and between the Town of Malabar, Florida, (“Municipality”) and CAP Government, Inc, 343 Almeria Avenue, Coral Gables, FL. 33134 (“Consultant”). The Municipality and the Consultant shall be jointly referred to as the “Parties”.

RECITALS

WHEREAS, the Municipality’s procurement ordinance and procedures permit the purchase of goods and/or services by “piggyback” on agreements awarded by other government entities; and

WHEREAS, Consultant is capable of performing the services previously contracted with the City of Palm Bay, Florida in accordance with the Agreement entered into March 11, 2021 pursuant to IFB No. 09-0-2021/SZ, Plan Review and Building Inspector Services; and

WHEREAS, Municipality and the Consultant have determined that the City of Palm Bay’s Agreement is an acceptable agreement upon which the Municipality and the Consultant shall establish a cooperative agreement; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

1. TERM AND CONDITIONS

Except as otherwise stated herein, the terms and conditions of the City of Palm Bay Agreement shall form the bases of this Agreement with the Municipality. A true and correct copy of the City of Palm Bay Agreement is attached as Exhibit A. The City of Palm Bay Agreement is hereby incorporated into the Agreement and shall be the controlling document.

2. COMMENCEMENT AND COMPLETION

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. And ending on March 19, 2023. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month period of portions thereof.

3. CHANGES TO SCOPE OF SERVICES

Any changes to Services between the Municipality and Consultant shall be made in writing that shall specifically designate any changes in Service levels and compensation for the Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Agreement Amendment executed by both Parties.

4. SCOPE OF SERVICE

Consultant shall provide building official, code compliant inspection, plan review services and permit technician on an as-requested basis during normal business hours. Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes.

5. FEE SCHEDULE

Consultant fees for Services provided pursuant to this Agreement will be as follows:

Position:	Standard Hourly Rates
Building Inspector	\$80.00
Plans Examiner	\$90.00
Building Official	\$100.00
Fire Inspector	\$80.00
Fire Examiner	\$90.00
Permit Technician	\$45.00
Hourly rates include reimbursable cost and travel	
Services requested beyond regular business hours Monday through Friday or Saturday will be invoiced one and a half (1.5) times the standard hourly rate.	
Services requested on a US Federal Holiday or Sunday will be invoiced at two times the standard hourly rate.	

6. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality monthly and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. The Municipality may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

7. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

8. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to the Municipality:	If to the Consultant:
Matthew Stinnett, Town Manager Town of Malabar 2725 Malabar Road Malabar, Florida 32950 Email: TownManager@townofmalabar.org	Carlos A Penin, PE, President C.A.P. Government, Inc. 343 Almeria Avenue Coral Gables, FL 33134 Judson D. Dulany, CBO,CFM, Regional Director of Operations Email: ddulany@capfla.com

9. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

10. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that Consultant shall be deemed to be an agent of the Municipality for purposes of Section 768.28 Florida Statute.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

15. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

16. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

17. ASSIGNMENT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

18. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

19. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

20. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure

requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.

E. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Clerk Office: Richard Kohler Address: 2725 Malabar Road, Malabar, FL 32950-4427	Phone: (321) 727-7764 Email: townclerk@townofmalabar.org
------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------

21. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of law’s provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving the Town of Malabar and each party waives any and all jurisdictional and other objections to such exclusive venue.

22. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

23. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

24. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Carlos A Penin, PE, President
CAP Government, Inc.

Date

Matthew Stinnett
Town Manager, Town of Malabar

Date

Attest:

Richard Kohler
Town Clerk

Date

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 11.g
Meeting Date: October 17, 2022

Prepared By: Matthew Stinnett, Town Manager

SUBJECT: Procurement of BS&A Accounting Software

BACKGROUND/HISTORY:

As discussed in the budget workshops and subsequently budgeted staff would like to implement a government tailored accounting system. Staff has reached out to multiple vendors including BS&A Software, Southern Software, GovSense, SpringBrook Software, Tyler Technologies and received technical demonstrations, proposals, or pricing. BS&A Software's solution is used by multiple Cities within Brevard County and was selected by Town Staff as the best value to meet the Town's payroll, budgeting, and accounting needs. BS&A's proposal included reasonable implementation costs and a sustainable annual service fee that is locked in for the first two years with future increases not to exceed the CPI-U.

Staff is requesting a waiver of formal bid requirements given the intricacy and qualitative facets of software solutions that are challenging to quantify using other procurement methods.

ATTACHMENTS:

BS&A Proposal

FINANCIAL IMPACT:

\$6,325	Annual Cloud Module Service
\$800	Hosting Fee
\$8,300	Data Conversion/Database Setup
\$7,750	Project Management and Implementation Planning
\$15,000	Implementation and Training (Estimated 15 days onsite training \$1,000 per day)
<u>\$12,680</u>	Travel expenses for training and implementation team
\$50,855	Total 1 st year budget impact
\$7,125	Total subsequent year service cost

ACTION OPTIONS:

Motion to approve waiver of bid requirements and approval of BS&A Software Proposal.

Proposal for:
Town of Malabar, Brevard County FL
October 12, 2022
Quoted by: Steve Rennell

Software and Services for BS&A Cloud



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

Cloud Modules

Financial Management

General Ledger	\$1,350
Accounts Payable	\$1,145
Cash Receipting	\$1,145

Personnel Management

Payroll	\$1,855
Timesheets	\$830

Subtotal **\$6,325**

Data Conversions/Database Setup

Convert existing QuickBooks data to BS&A format:

General Ledger (Chart of Accounts/Balances/Budget as of a Specified Date. Each additional year of 'history' balances to be setup will be an additional \$1,000)	\$2,100
Accounts Payable (Vendor Master File)	\$1,600
Cash Receipting (Setup of Receipt Items/Tender Types)	\$1,500
Payroll (Manual Entry or Import of Employee Master File/Setup/YTD as of a Specified Date)	\$3,100

Subtotal **\$8,300**

No conversion or database setup to be performed for:

Timesheets



Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$7,750

Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	2		\$2,000
Financial Management Modules	Days:	6		\$6,000
Personnel Management Modules	Days:	7		\$7,000
	Total:	15	Subtotal	\$15,000

Cost Totals

Not including Annual Service Fees

Modules	\$6,325
Data Conversions/Database Setup	\$8,300
Project Management and Implementation Planning	\$7,750
Implementation and Training	\$15,000
Total Proposed	\$37,375
<i>Travel Expenses</i>	<i>\$12,680</i>
<i>Hosting Fees</i>	<i>\$800</i>

Payment Schedule

- 1st Payment: **\$16,050** to be invoiced upon execution of this agreement.
2nd Payment: **\$7,125** to be invoiced at activation of customer's site.
3rd Payment: **\$27,680** to be invoiced upon completion of training.



Cloud Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U).

Financial Management	
General Ledger	\$1,350
Accounts Payable	\$1,145
Cash Receipting	\$1,145
Personnel Management	
Payroll	\$1,855
Timesheets	\$830
Total Annual Service Fees	\$6,325

Hosting Fees

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

\$800



Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Cash Receipting Hardware

		Quantity		Cost
Epson THM-6000V Series Receipt Printer*	\$925	x	_____	= \$_____
APG Series 100Cash Drawer**	\$250	x	_____	= \$_____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$250	x	_____	= \$_____
Credit Card Reader (if using Invoice Cloud)	\$75	x	_____	= \$_____

This will add \$_____ to the Total Proposed.

**IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

Please provide the number of cash drawers that will be hooked up to the printer_____

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost. Returns require pre-approval, and all purchased equipment must be shipped back to BS&A in its original packaging. Returns are subject to a re-stocking fee of \$50.00.

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

Payment Processing Requirements

Acceptance of online payments requires a contract with one of BS&A's approved Online Credit Card Processing companies. Please visit <https://www.bsasoftware.com/solutions/bsaonline/public-records-search/> for information.



TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 12.a
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Limited Manufacturing in Certain Zoning Districts

BACKGROUND/HISTORY:

- a. The Planning and Zoning Board has discussed allowing limited manufacturing in certain zoning districts at their last two meetings.
- b. Mayor Reilly reported at a RTCM that P&Z would be hearing this issue.
- c. CM Scardino expressed environmentally concerns over this issue.

ATTACHMENTS:

- a. Exported LDC Code, Article II, Section 6 – Land Use Classifications and Article III, Section 2 – Land Use by Districts with Table 1-3.2,
- b. Sample Revisions on pages 7 and 13 of the agenda item report.

ACTION OPTIONS:

- a. Council Action Requested

Section 1-2.6. Land use classifications.

The purpose of these provisions is to classify uses into specially defined types on the basis of common functional characteristics and land use compatibility. These provisions apply throughout the zoning regulations.

All land use activities are classified into the following activity types.

A. *Residential Activities.*

1. Single Family Dwellings.
2. Two Family Dwellings.
3. Multi Family Dwellings.
4. Mobile Homes.
5. Accessory Residential Activities.

B. *Community Facilities.*

1. *Administrative Services (Public or Private Not-for-Profit).* Activities typically performed by not-for-profit private or public social services and utility administrative offices.
2. *Cemetery.* Property used for the interring of the dead.
3. *Child Care Services.* Activities typically performed by an agency, organization or individual providing day care without living accommodations for preteens not related by blood or marriage to, and not the legal wards or foster children of, the attendant adult.
4. *Clubs and Lodges (Not-for-Profit).* Activities typically performed by a group of persons for social or recreational purposes not operated for profit and not including activities which primarily render services which are customarily carried on as a business for profit.
5. *Cultural or Civic Activities.* Activities typically performed by public or private not-for-profit private entities for the promotion of a common cultural or civic objective such as literature, science, music, drama, art or similar objectives.
6. *Educational Institutions.* A place for systematic instruction with a curriculum the same as customarily provided in a public school or college. These activities include nursery school and kindergarten facilities designed to provide a systematic program to meet organized training requirements.
7. *Golf Course and Support Facilities.* A golf course is comprised of at least nine separate holes and may be regulation length, executive length, or par three (3) length. A golf course shall be required to comply with recommended minimum design standards established by the U.S. Golf Association or the American Society of Golf Course Architects. The following acreage requirements shall be the minimum standards for a golf course:

Type of Golf Course	Minimum Acres Required
Regulation Course	120 acres
Executive Course	40 acres
Par 3 Course	35 acres

Commercial miniature golf courses and driving ranges and similar facilities are excluded from this activity as defined.

8. *Places of Worship.* Activities customarily performed in a building where persons regularly assemble for religious worship and which building, together with its accessory building and uses, is maintained and controlled by a religious body organized to sustain public worship.
9. *Protective Services.* Fire, law enforcement and emergency medical related facilities planned and operated for the general welfare of the public.

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10. *Public Health Facilities.* The Town has labeled the facilities below as Public Health Facilities. These facilities are also referenced in Florida Statutes, Title XXIX, in Chapters 395 and 408.

Notwithstanding the identification of other facilities in Florida Statutes, Title XXIX, in Chapters 395 and 408, the facilities below are the only Public Health Facilities provided for by the Town.

A. Hospital and other Licensed Facilities

"Hospital and other Licensed Facilities" means any establishment that:

- (a) Offers services more intensive than those required for room, board, personal services, and general nursing care, and offers facilities and beds for use beyond 24 hours by individuals requiring diagnosis, treatment, or care for illness, injury, deformity, infirmity, abnormality, disease, or pregnancy; and
- (b) Regularly makes available at least clinical laboratory services, diagnostic X-ray services, and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent.

However, the provisions of this chapter do not apply to any institution conducted by or for the adherents of any well-recognized church or religious denomination that depends exclusively upon prayer or spiritual means to heal, care for, or treat any person. For purposes of local zoning matters, the term "hospital" includes a medical office building located on the same premises as a hospital facility, provided the land on which the medical office building is constructed is zoned for use as a hospital; provided the premises were zoned for hospital purposes on January 1, 1992. Refer to Chapters 395 and 408.

B. Nursing Homes and Related Health Care Facilities

Refer to Chapters 400 and 408 for the definitions and requirements of the following

Nursing Home and Health Care Facilities.

Part I Long-Term Care Facilities

"Long-term care facility" means a nursing home facility, assisted living facility, adult family-care home, board and care facility, or any other similar residential adult care facility (additional reference: see Florida Statutes, Title XXX, Chapter 429, Social Welfare).

Part II Nursing Homes

"Nursing Home Facility" means any institution, building, residence, private home, or other place, whether operated for profit or not, including a place operated by a county or municipality, which undertakes through its ownership or management to provide for a period exceeding 24-hour nursing care, personal care, or custodial care for three or more persons not related to the owner or manager by blood or marriage, who by reason of illness, physical infirmity, or advanced age require such services, but does not include any place providing care and treatment primarily for the acutely ill. A facility offering services for fewer than three persons is within the meaning of this definition if it holds itself out to the public to be an establishment which regularly provides such services.

Part V Intermediate, Special Services, and Transitional Living Facilities

Intermediate care facilities; intent-The Legislature recognizes the need to develop a continuum of long-term care in this state to meet the needs of the elderly and disabled persons. The Legislature finds that there is a gap between the level of care provided in assisted living facilities and in nursing homes. The Legislature finds that exploration of intermediate-level care facilities which would fill the gap between assisted living facilities and nursing homes, where both the federal and state government share the cost of providing care, is an appropriate option to explore in the continuum of care.

11. *Public Parks and Recreation Areas.* Public parks and recreation land and facilities developed for use by the general public.

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12. *Public and Private Utilities (including Essential Government Services)*. Use of land which is customary and necessary to the maintenance and operation of essential public services, such as electricity and gas transmission systems; water distribution; wastewater collection and disposal; communication; and similar services and facilities.
 13. *Social Welfare Facilities*. The Town has labeled the facilities below as Social Welfare Facilities. These facilities are also referenced in Florida Statutes, Title XXX, in Chapters 408 and 430. Notwithstanding the identification of other facilities in Florida Statutes, Title XXX, in Chapters 408 and 430, the facilities below are the only Social Welfare Facilities provided for by the Town.

A. *Community Residential Homes*

"Community Residential Home" means a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Family Services or licensed by the Agency of Health Care Administration which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. Refer to Chapters 408 and 419.

There are 2 levels of Community Residential Homes:

Level 1 is between 1 to 6 residents/beds

Level 2 is between 7 to 14 residents/beds

B. *Assisted Care Communities*

Part I *Assisted Living Facilities*

"Assisted Living Facility (ALF)" means any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator. Refer to Chapter 408 and 429.

There are 3 levels of Assisted Living Facilities:

Level 1 is between 1 to 5 residents/beds

Level 2 is between 6 and 15 residents/beds

Level 3 is 16 residents/beds or more

In the RM-4 and RM-6 zoning districts, an ALF Factor of 3 will be used to determine the residents/bed density. For example, RM-4 is allowed 4 units per acre multiplied by the 3 ALF Factor is equal to 12 residents/beds per acre. RM-6 is allowed 6 units per acre multiplied by the 3 ALF Factor is equal to 18 residents/beds per acre.

Part II *Adult Family-Care Homes*

"Adult Family-Care Homes" means a full-time, family-type living arrangement, in a private home, under which a person who owns or rents the home provides room, board, and personal care, on a 24-hour basis, for no more than five disabled adults or frail elders who are not relatives. Refer to Chapters 408 and 429.

Part III *Adult Day Care Centers*

"Adult Day Care Centers" or center means any building, buildings, or part of a building, whether operated for profit or not, in which is provided through its ownership or management, for part of a day, basic services to three or more persons who are 18 years of age or older, who are not related to the owner or operator by blood or marriage, and who require such services. Refer to Chapters 408 and 429.

C. *Commercial Activities*.

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1. *Bars and Lounges.* A commercial establishment selling and dispensing for the drinking on the premises of liquor, malt, wine or other alcoholic beverages. This shall not include the sale of alcoholic beverages accessory to and within a restaurant use.
 2. *Business and Professional Offices.* Offices extending the following services which provide advice, information or consultation of a professional nature: insurance, real estate, and financial services; banking services; and executive management and administrative activities. This classification excludes commercial storage of goods and chattels for the purpose of sale or resale as a principal use.
 3. *Commercial Amusement, Enclosed.* Active or passive recreation facilities by profit oriented firms where all activities are conducted within fully enclosed facilities. Facilities as defined herein as amusement arcade centers and/or electronic gaming establishments are permitted as conditional uses as provided for in Table 1-3.2. For purposes herein the following definitions apply:

Arcade Amusement Center as used in this section means a place of business which shall have at least fifty (50) coin-operated amusement games or machines on premises which are operated for the entertainment of the general public and tourists as a bona fide amusement facility. It is specifically intended by this definition that any place of business that does not have at least fifty (50) coin-operated amusement games or machines on premises shall not be granted a conditional use permit to operate such a business. The provisions of F.S. § 849.161 shall apply to an arcade amusement center.

Electronic Gaming Establishment means a business operation, which shall have at least fifty (50) electronic machines or devices, including but not limited to, computers and gaming terminals, to conduct games of chance and/or a game promotion pursuant to F.S. § 849.094, including sweepstakes, and where cash, prizes, merchandise or other items of value are redeemed or otherwise distributed, whether or not the value of such redeemed or distributed items are determined by the electronic games played or by predetermined odds. It is specifically intended by this definition that any place of business that does not have at least fifty (50) electronic machines or devices shall not be granted a conditional use permit to operate such a business. This term includes, but is not limited to internet cafes, internet sweepstakes cafes, and cybercafes or sweepstakes cafes. This definition is applicable to any electronic gaming establishment, whether or not the electronic machine or device utilized:

- (a) Is server based;
- (b) Uses a simulated game terminal as a representation of the prizes associated with the results of the sweepstakes entries;
- (c) Uses software such that the simulated game influences or determines the winning or value of the prize;
- (d) Selects prizes from a predetermined finite pool of entries;
- (e) Uses a mechanism that reveals the content of a predetermined sweepstakes entry;
- (f) Predetermines the prize results and stores those results for delivery at the time the sweepstakes entry results are revealed;
- (g) Uses software to create a game result;
- (h) Requires deposit of any money, coin, or token, or the use of any credit card, debit card, prepaid card, or any other method of payment to activate the electronic machine or device;
- (i) Requires direct payment into the electronic machine or device, or remote activation of the electronic machine or device;
- (j) Requires purchase of a related product, regardless if the related product, if any, has legitimate value;

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- (k) Reveals the prize incrementally, even though it may not influence if a prize is awarded or the value of any prize awarded;
 - (l) Determines and associates the prize with an entry or entries at the time the sweepstakes is entered; or
 - (m) A slot machine or other form of electrical, mechanical, or computer game. It is the intent of this definition to classify any mechanism utilized at any electronic gaming establishment that seeks to avoid application of this definition through the use of any subterfuge or pretense whatsoever. Electronic gaming establishments do not include arcade amusement centers, regulated pursuant to F.S. § 849.161, or the official Florida Lottery.

The term *prize* as used herein shall mean any gift, award, gratuity, good, service, credit, or anything else of value, which may be transferred to a person, whether possession of the prize is actually transferred, or placed on an account or other record as evidence of the intent to transfer the prize.

- 4. *Drive-thru Facilities.* A facility, which by design, physical character, and/or by operation (i.e., service or packaging procedures) encourages or permits customers to receive services, obtain goods or be entertained while remaining in the motor vehicle.
- 5. *Funeral Homes.* Undertaking and funeral services involving care and preparation of human deceased prior to burial, including crematory facilities.
- 6. *General Retail Sales and Services.* Retail sale or rental from the premises of goods and/or services to include all uses listed under limited commercial activities as well as the following:
 - Appliance Stores, without major warehousing.
 - Art Shops and Supplies.
 - Bakeries, excluding wholesale production and distribution.
 - Bicycle Shops.
 - Copying Services.
 - Cosmetic Stores.
 - Department Stores.
 - Drapery Stores.
 - Drug Stores.
 - Dry Cleaning establishments complying with Class IV or Class V Fire Code Prevention requirements and using only Class IV solvents such as perchlorethelene, except for spotting as provided for in Section 9.6(m) of the Fire Prevention Code.
 - Dry Goods Stores.
 - Fabric Stores.
 - Furniture Stores.
 - Garden Supplies.
 - Grocery Stores.
 - Hardware Stores, without outside storage of lumber and other building supplies.
 - Health and Exercise Studios.
 - Home Furnishing Stores.

Lawn and Garden Supplies.
Large Specialty Shops.
Luggage and Leather Goods Stores.
Office Equipment and Supplies.
Paint and Wallpaper Retail Sales.
Pet Supply and Pet Shops.
Sporting Goods Stores.

Other similar retail sales and service activities conducted within a fully enclosed building approved by the Town Council after receipt of a recommendation from the Planning and Zoning Commission. The use shall not include: wholesaling, warehousing, outside storage and distribution functions. The use shall not exhibit any characteristic dissimilar or incompatible with the uses identified herein. In review and approval of a request for a "similar" use, the Planning and Zoning Board and the Town Council shall use the procedures and criteria cited in the following Section 1-2.6 [1-2.7].

7. *Hotels and Motels.* A building or other structure used, maintained or advertised as a place where sleeping accommodations are supplied for rent to transient guests, in which ten (10) or more rooms are furnished for the accommodation of such guests; and which may have as an accessory use one or more dining room areas.
8. *Limited Commercial Activities.* Small limited item shops and stores limited to retail sales of personal service items, including small convenience items or services typically needed on a frequent and recurring basis. This land use classification is intended to accommodate shops with limited inventory serving: (1) a household market area in the immediate vicinity as opposed to citywide or region; (2) a specialized market with customized service demand; or (3) a tourist oriented market area in the immediate vicinity. This classification is intended to include the following:

Bait and Tackle Shop.
Barber and Beauty Shops.
Book and Stationary Stores.
Candy and Ice Cream Stores.
Clothiers.
Drug Stores and Pharmacies.
Dry Cleaning and Laundry Pick-Up Substations and Self-Service Facilities.
Florists.
Gift Shops.
Hobby and Handicraft Shops.
Interior Decorators.
Jewelry Stores.
Meat Shops.
Novelty and Curio Shops.
Optical Stores.
Photo Supplies and Studios.
Shoe Repair Shops.

Tailors or Seamstress.

Other similar limited commercial activities conducted in a fully enclosed building which are approved by Town Council after receipt of a recommendation from the Planning and Zoning Board. Prior to approving any such "similar" use, the Town Council shall render a finding that the use is similar to the uses identified herein and will produce impacts similar in nature to impacts generated by those activities specifically permitted herein. The burden of proof resides with the applicant. The procedures and criteria for review of such "similar" uses shall be as cited in the following section, § 1-2.6 [1-2.7]. The use shall comply with criteria cited in the above definition of limited commercial activities and shall not include more intense general retail sales and services. The procedures and criteria for review of other similar limited commercial activities shall be as cited in the following section, § 1-2.6 [1-2.7].

9. Limited Manufacturing Activities. This land use classification is intended to accommodate small limited item shops with limited inventory serving a specialized market with customized service demand. This classification is intended to include the following:

- Manufacturing or processing of electronic components, optical instruments, electrical appliances, or other precision components;
- Assembly and distribution of goods;
- Maintenance, repair, reconditioning, and cleaning;
- Printing;
- Limited packaging and processing activities;
- Research and development technology;
- Small Machine shops

Other similar limited manufacturing activities conducted in a fully enclosed building which are approved by the Town Council after receipt of a recommendation from the Planning and Zoning Board. The uses shall exclude metal fabrication, chemical or petroleum manufacturing, rubber or plastics manufacturing, or other use generating potentially harmful nuisance impacts such as noise, vibrations, glare, dust, explosive or fire hazard, offensive odors beyond the property line, or air or water pollution.

Prior to approving any such "similar" use, the Town Council shall render a finding that the use is similar to the uses identified herein and will produce impacts similar in nature to impacts generated by those activities specifically permitted herein. The burden of proof resides with the applicant. The procedures and criteria for review of such uses shall be as cited in the following Section 1-2.6 [1-2.7].

10. Limited Manufacturing Services, such as low impact machinery repair and service or other service uses approved by the Town Building Official based on similarity of use, excluding services which may generate potentially harmful nuisance impacts; and based on absence of any characteristic dissimilar and incompatible with the uses identified herein.

Renumbering formatting for final amendment required items below, 9 through 20.

9. *Waterfront Marine Related Activities.* The following marine related land uses are included in this land use classification: commercial wet or dry storage and boat sales and rental; Marine power sales and service; and bait and tackle shop; and excluding marine salvage and boat yards.
10. *Medical Services.* The provision of therapeutic, preventive or other corrective personal treatment services by physicians, dentists and other licensed medical practitioners, as well as the provision of medical laboratory testing and analysis services. These services are provided to patients who are admitted for examination and treatment by a physician and with no overnight lodging. This land use classification includes pharmacies when developed as an accessory use within a medical service facility.

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11. *Parking Lots and Facilities.* Governmental or private commercial building of [or] structure solely for the off-street parking or storage of operable motor vehicles.
 12. *Plant Nurseries.* Retail sale of flowers, shrubs, trees, and plants as well as landscaping contractors and provision of related consultative services.
 13. *Restaurants (excluding drive-ins and fast food service).* Any establishment (which is not a drive-in service establishment) where the principal business is the sale of food, desserts or beverages to the customer in a ready-to-consume state and where the design or principal method of operation includes two or more of the following:
 - (a) Customers, normally provided with an individual menu, are served generally in non-disposable containers by a restaurant employee at the same table or counter at which items are consumed.
 - (b) Ice cream parlors and other specialty restaurants having floor area exclusively within a shopping or office center and sharing common parking facilities with other businesses within the center and expressly prohibiting freestanding stores having characteristics of a drive-in restaurant.
 - (c) A cafeteria or cafeteria type operation where foods, desserts or beverages generally are served in non-disposable containers and consumed within the restaurant building.
 - (d) Customers purchase food, desserts or beverages for carryout.
 14. *Restaurants (drive-ins and fast food service).* Any establishment where the principal business is the sale of foods, desserts or beverages generally contained in a ready-to-consume state and whose design, method of operation or any portion of whose business includes one or both of the following:
 - (a) The restaurants are self-service. Food is generally served in disposable containers and customers generally do the busing and clean-up for themselves or foods, desserts or beverages are served directly to the consumer in a motor vehicle.
 - (b) The consumption of foods, desserts or beverages within a motor vehicle parked upon the premises, or consumption at other facilities on the premises is allowed, encouraged or permitted.
 - (c) *Mobile Food Dispensing Vehicle* means any vehicle that is licensed by the State of Florida as a public food service establishment {See F.S. § 509.013(5) for definition of a public food service establishment} and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.
 - (d) *Mobile Food Dispensing Vendor.* The operator of a Mobile Food Dispensing Vehicle.
 - (e) *Location of mobile food dispensing vehicle/vendor.* A mobile food dispensing vendor may operate a mobile food dispensing operation in the following locations:
 1. *Town-Owned Property.*
 - A. On the following Town-owned property, total operation must be contained within the area designated for their operation by the Town Manager or designee:
 1. Malabar Community Park
 2. Sandhill Trailhead Park
 3. Town Hall
 - B. *Access.* A mobile food dispensing vendor shall not operate or park in any location that impedes the ingress or egress of traffic, building entrances, pedestrian ingress or egress, emergency exits, or access to businesses. Notwithstanding anything to the contrary herein, a mobile food dispensing vendor may only operate on Town-Owned Property in areas so designated by the Town.

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- C. *Conflict.* A mobile food dispensing vendor may not operate on or at any location where the Town Manager or designee determines that a conflict exists between a mobile food dispensing vendor's vehicle or operation and an existing license or franchise agreement, contractual obligation, or any other public health or safety concern, including but not limited to a special event or rental facility.
- 2. *Improved Property.*
 - A. A mobile food dispensing vendor may operate on improved private property located within the following zoning districts, only with the written permission of the property owner(s). Evidence of a property owner's written permission must be available for inspection by the Town upon request while the mobile food dispensing vendor is operating.
 - 1. Commercial General (CG)
 - 2. Industrial (IND)
 - 3. Residential/Limited Commercial (R/LC)
 - 4. Office Institutional (OI)
 - 5. Commercial Limited (CL)
 - 6. Institutional (INS)
 - B. *Set-back Requirement.* When operating on private property, a mobile food dispensing vendor may operate only if set-back at least fifty (50) feet from any abutting residential district and at least one hundred and fifty (150) feet from any exclusively single family residential structure, unless the owner(s) of the residential structure immediately abutting such proposed location provides the mobile food dispensing vendor with express written permission to operate. The one hundred and fifty-foot set-back requirement is reduced to fifty (50) feet where an intervening non-residential building, such as a commercial building, screens the operation from the direct view of the single-family residential structure.
 - C. *Access.* A mobile food dispensing vendor shall not operate or park in any location that impedes the ingress or egress of traffic, pedestrian ingress or egress, building entrances, blocks a public or private right-of-way, emergency exits, or access to businesses. A mobile food dispensing vendor may locate upon a public or private utility easement area; provided, however, that such location may be terminated by the town Manager if it is determined that such location has cause a deterioration to such easement or utility service needs unrestricted access to the easement area.
 - 3. *Construction areas.* A mobile food dispensing vendor may operate on private property that has an active building permit as part of a commercial or multi-family construction site. Such operation may also occur on a site undergoing master infrastructure construction within a single-family subdivision until the first certificate of occupancy is issued.
 - 4. *Principal structure requirement.* A mobile food dispensing vendor may only operate on a lot that has a permitted principal structure.
 - [5.] *Stationary location requirement.* A mobile food dispensing vendor must operate from a stationary location, but may operate from multiple locations throughout the day, except as otherwise permitted in this article.
- 15. *Service Stations, Including Gasoline Sales.* Establishments for the dispensing of motor fuels and related projects at retail and having pumps, underground storage tanks and other facilities for such activity and which may include the retail sale of minor automobile parts and accessories such as tires, batteries, spark plugs, fan belts, shock absorbers, mirrors, floor mats, cleaning and polishing materials and similar items, and which may include the

inspection, servicing or minor repair of motor vehicles within enclosed service bays or stalls. For the purpose of this Code, these services shall not include body repair and painting, frame straightening, or tire recapping or vulcanizing.

16. *Trades and Skilled Services.* Shops providing services requiring skilled labor or craftsmanship for repair including household items, office equipment, appliances, printing, blue printing, carpet sales and service, feed stores, lawn and maintenance services, newspaper printing, radio and television broadcasting, restaurant equipment and supply sales and services. All such activities shall not include outside storage.
 17. *Vehicular Service and Maintenance.* Vehicular establishments providing sale of minor automobile parts and accessories such as tires, batteries, spark plugs, fan belts, shock absorbers, mirrors, floor mats, cleaning and polishing materials and similar items, and which may include the inspection, servicing or minor repair of motor vehicles. These services shall not include body repair and painting, frame straightening, or tire recapping or vulcanizing.
 18. *Vehicular Sales and Related Services.* The retail or wholesale sale or rental of motor vehicles and related equipment, with incidental services and maintenance.
 19. *Veterinary Medical Services.* The provision of animal medical care and treatment by a Florida licensed veterinarian.
 20. *Wholesale Trades and Services.* The display, limited storage and sale of goods to other firms for resale, excluding outside storage, except as otherwise provided in this chapter [Code].
- D. *Industrial Activities.* The following land uses are included in the industrial land use classification where the same are conducted within a totally enclosed building except as specifically provided herein:
1. *Kennels* for boarding of domestic dogs and cats and veterinary medical operations.
 2. *Manufacturing Activities* including:
 - Manufacturing or processing of electronic components, optical instruments, electrical appliances, or other precision components;
 - Assembly and distribution of goods;
 - Maintenance, repair, reconditioning, and cleaning;
 - Printing;
 - General packaging and processing activities;
 - Research and development technology;
 - Commercial laundries;
 - Machine shops;
 - Agricultural research laboratories;
 - Vocational and trade schools;
 - Sale of building material.

Other similar manufacturing activities conducted in a fully enclosed building which are approved by the Town Council after receipt of a recommendation from the Planning and Zoning Board. The uses shall exclude metal fabrication, chemical or petroleum manufacturing, rubber or plastics manufacturing, or other use generating potentially harmful nuisance impacts such as noise, vibrations, glare, dust, explosive or fire hazard, offensive odors beyond the property line, or air or water pollution.

Prior to approving any such "similar" use, the Town Council shall render a finding that the use is similar to the uses identified herein and will produce impacts similar in nature to impacts generated by those activities specifically

permitted herein. The burden of proof resides with the applicant. The procedures and criteria for review of such uses shall be as cited in the following Section 1-2.6 [1-2.7].

3. *Manufacturing Service Establishments*, such as heavy machinery repair and service; heavy machinery or heavy equipment rental or other service uses approved by the Town Building Official based on similarity of use, excluding services which may generate potentially harmful nuisance impacts; and based on absence of any characteristic dissimilar and incompatible with the uses identified herein.
 4. *Vehicle and Other Mechanical Repairs and Services*, including those not permitted as commercial zoning activities including paint and body shops.
 5. *Warehousing, Storage and Distribution Activities*, including building contract construction, building supplies, furniture stores with major warehousing, and trade services with extensive warehousing, trucking support facilities, or requirement of outside storage.
- E. *Agricultural Activities*. The following land uses are included in the agricultural land use classification. No such activity shall permit commercial retail operations, except as otherwise expressly provided in the definition and/or the agricultural district provisions cited within this Code.
1. *Commercial Stables*, including a stable operated for profit on a minimum five (5) acre site of not more than one (1) horse for the first one (1) acre and one (1) additional horse for each additional one-half (½) acre. Also reference conditional use criteria.
 2. *Noncommercial Agricultural Activities*, including home gardens, noncommercial greenhouses, and keeping of agricultural animals. Keeping of agricultural animals shall be limited to one (1) agricultural animal for the first one (1) acre and one (1) additional animal for each additional one-half (½) acre.
 3. *Wholesale Agricultural Activities*, including harvested agricultural crops, fish and aquatic farms, grazing of cattle, and wholesale trade of products grown or raised on premises. These agricultural operations shall be restricted to sites with a minimum of five (5) acres.

All animals permitted pursuant to this subsection shall be maintained within a controlled area bounded by a fence or other barrier approved by the Town.

(Ord. No. 12-48, § 1, 1-23-12; Ord. No. 14-01, § 1, 2-3-14; Ord. No. 20-14, § 1, 12-21-20)

Article III DISTRICT PROVISIONS

Section 1-3.2. Land use by districts.

Table 1-3.2 "Land Use by Districts" stipulates the permitted and conditional uses by district.

Permitted uses are uses allowed by right provided all applicable regulations within the land development code are satisfied as well as other applicable laws and administration regulations. Conditional uses are allowable only if approved by the Town pursuant to administrative procedures found in Article VI. The applicant requesting a conditional use must demonstrate compliance with conditional use criteria set forth in Article VI.

No permitted use or conditional use shall be approved unless a site plan for such use is first submitted by the applicant. The applicant shall bear the burden of proof in demonstrating compliance with all applicable laws and ordinances during the site plan review process. Site plan review process is set forth in Article X.

Cross reference(s)—Alcoholic beverages, ch. 4
Cross reference(s)—.

TABLE 1-3.2. LAND USE BY DISTRICTS														
	RR-65	RS-21	RS-15	RS-10	RM-4	RM-6	R-MH	OI	CL	CG	R/LC	IND	INS	CP
RESIDENTIAL USES														
Duplex					P	P					P			
Mobile Homes							P							
Multiple Family Dwelling					P	P					P			
Single Family Dwellings	P	P	P	P	P	P	P				P			
COMMUNITY FACILITIES														
Administrative Services (Public and Not-for-Profit)								P	P	P	P		P	
Child Care Facilities								C			C		C	
Churches, Synagogues and Other Places of Worship								P, A ¹	P	C	C		P	
Clubs and Lodges (Not-for-Profit)									P	P				
Cultural or Civic Activities								P	P	P	P		P	
Educational Institutions								C, A ¹					C	
Golf Course Facilities	C													
Hospital and other Licensed Facilities								C					C	
Nursing Homes and Related Health Care Facilities					C	C		C					C	
Protective Services					C	C	C	C	C	C	C	C	C	C
Public Parks and Recreation	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Public and Private Utilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C
COMMUNITY RESIDENTIAL HOME														
Level 1 (1 to 6 residents/beds)	C ³				C	C								
Level 2 (7 to 14 residents/beds)					C	C							C	

ASSISTED CARE COMMUNITIES													
I Assisted Living Facility													
Level 1 (1 to 5 residents/beds)		C	C	C	C ⁴	C ⁴					C		
Level 2 (6 to 15 residents/beds)					C ⁴	C ⁴							
Level 3 (16 or more residents/beds)					C ⁴	C ⁴							
II Adult Family-Care Homes													
(1 to 5 residents/beds)	C ³	C	C	C	C	C					C		
III Adult Day Care Centers					C	C		C			C		C
AGRICULTURAL ACTIVITIES													
Noncommercial Agricultural Operations	P												
Wholesale Agricultural Activities	P												
Commercial Stables	C												
COMMERCIAL ACTIVITIES													
Adult Activities											C		
Bars and Lounges											C		
Bed and Breakfast												P ¹	
Business and Professional Offices							P	P	P	P	P	P	P
Enclosed Commercial Amusement										P			
Arcade Amusement Center/ Electronic Gaming Establishment										C ²			
Funeral Homes								P	P	C			
General Retail Sales and Services										P			
Hotels and Motels										P			
Limited Commercial Activities								P	P	P			
Limited Manufacturing Activities								C	P	C			
Limited Manufacturing Services								C	P	C			
Marine Commercial Activities										C*			
Medical Services							P	P	P	P			
Mini Warehouse/Storage								C	P			P	
Parking Lots and Facilities							P	P	P	P			P
Retail Plant Nurseries								P	P	P			
Restaurants (Except Drive-Ins and fast food service)								P	P	P			
Restaurants (Drive-ins)										P			
Service Station, Including Gasoline Sales										C*		C*	
Trades and Skilled Services										P		P	

Veterinary Medical Services								P	P	P	C	P		
Vehicular Sales and Services										C*		P		
Vehicular Services and Maintenance										C*		P		
Wholesale Trades and Services										C*		P		
INDUSTRIAL ACTIVITIES														
Kennels													C	
Manufacturing Activities													P	
Manufacturing Service Establishments													P	
Vehicle and Other Mechanical Repair and Services										C*			P	
Warehouse, Storage and Distribution Activities													P	
WATER DEVELOPMENT NONCOMMERCIAL ACTIVITIES														
Noncommercial piers, boat slips, and docks														C

C	=	Conditional Use
P	=	Permitted Uses
A	=	Accessory Use
*	=	These uses are permitted only on sites abutting Babcock Street, US 1, West Railroad Avenue, Garden Street and Pine Street.
1	=	Allowing up to 1,000 square feet of a church or educational institution for the housing of a caretaker or security guard serving the church or educational institution. No such use shall be allowed unless administrative approval is granted by the Town.

- ¹ Any Bed and Breakfast which is proposed to have more than five (5) living quarters shall only be approved as a conditional use in accordance with Article VI of the Land Development Regulations.
- ² Any Arcade Amusement Center and Electronic Gaming Establishment as defined herein shall only be approved as a conditional use in accordance with Article VI of the Malabar Land Development Code.
- ³ Allowed in RR-65, (1 to 2 residents/beds) as defined in FS Title XXX Chapters 419 & 429
- ⁴ ALF Factor of "3" (see section I-2.6.B.13.B, Part I) only applies to RM-4 & RM-6 for ALF's
(Ord. No. 94-4, § 3, 4-3-95; Ord. No. 97-3, § 2, 3-17-97; Ord. No. 05-01, § 1, 3-7-05; Ord. No. 06-19, § 1, 1-11-07; Ord. No. 12-48, § 2, 1-23-12; Ord. No. 14-01, § 3, 2-3-14; Ord. No. 2016-03, § 1, 2(Exh. A), 10-3-16; Ord. No. 20-02, §§ 1, 2, 3-2-20

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 12.b
Meeting Date: October 17th, 2022

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Sign Code Update to Planning and Zoning Board

BACKGROUND/HISTORY:

- a. CM Scardino contacted Town Staff with concerns of if the Florida Building Code or Town of Malabar Land Development Code govern landscaping and vegetative signs that do not require a Building Permit.
- b. Any changes to Section XIX "Signage" of the Land Development Code would have to be routed to the Planning and Zoning Board

ATTACHMENTS:

- a. Exported LDC Code, Section XIX, Signage

ACTION OPTIONS:

- a. Council Action Requested

Section 1-19.4. Administration requirements.

- A. *Permits/Required Inspections.* Before any sign (other than temporary) is erected, constructed, posted, painted, altered, maintained, affixed, or relocated in the Town, a permit for such sign shall be obtained from the Building Official.

The contractor or owner securing the permit for any sign shall call the Building Official and request an inspection whenever any sign requiring a permit is being installed, and before any concrete is poured; a final inspection shall be requested upon completion. At the time of a request for final inspection, a photograph of the completed sign shall be taken by the inspector. (Minimum 2¼" × 2¼", maximum 3" × 5" for filing purposes.) No sign permit shall be approved unless it has been inspected by the Building Official and it is found to comply with this code, the building code, electrical code, and other applicable land development regulations. Unless otherwise provided herein, all signs shall meet the yard requirements of the zoning district in which the sign is located.

- B. *Filing of Application.* Before any permit is issued, an application provided by the Building Official shall be filed in triplicate together with two (2) sets of drawings and/or specifications as may be necessary to fully advise and acquaint the Building Official with the location, construction, materials, manner of illumination, securing, wording of the sign, and any other data that may be required to ensure the enforcement of these regulations. One (1) set of drawings and/or specifications will be returned to the applicant with the permit. A separate application shall be made for each and every sign.

As a minimum the sign application shall include the following information:

- (a) Name, address and telephone number of the sign erector and the sign owner.
- (b) Written statement signed by landowner, or a lease or rental agreement, authorizing the placement of the proposed sign.
- (c) Location of building (or structure) and lot to which or upon which the sign is to be placed or maintained.
- (d) Purpose of sign.
- (e) Estimated value of sign.
- (f) Position of the sign in relation to lot lines, nearby buildings or structures, sidewalks, streets and intersections.
- (g) Type of sign and general description of structural design and construction materials to be used.
- (h) Two (2) copies of detailed scaled drawings of the plans which shall contain specifications concerning structural details of the method of sign construction, installation, [and] anchoring to the building or ground. The specifications shall show height, perimeter and area dimensions, elevations, means of support, method of illumination and any other significant aspect of the proposed sign.
- (i) A statement indicating whether or not an electrical permit is required for said sign and any support data required for the same.
- (j) A layout with sign colors shown or specified.
- (k) Any other information required by the Building Official in order to carry out the purpose and intent of this article.
- (l) All signs having unusual structure features shall be designed by an engineer, who shall submit to the Building Official complete plans and calculations so as to determine whether the sign complies with the Town's Code.

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- C. *Permit Expiration.* All signs shall be erected on or before the expiration of thirty (30) days from the issuance date of the permit, otherwise the permit shall become null and void and a new permit and fee shall be required.
 - D. *Notice Required for Violations.* In case any sign shall be installed, erected, constructed, or maintained in violation of the terms of this article, the building inspector shall in writing, notify the owner thereof, to alter, change, or remove, such sign so as to comply with this article with ten (10) day's notice.
 - E. *Revocations.* The Building Official may revoke a permit or approval, issued under the provisions of this Code, if it is found that there has been any false statement, concealment or misrepresentation as to any material fact in the application or plans on which the permit or approval was based.

(Ord. No. 19-06, § 1, 7-15-19)

Section 1-19.5. (Intentionally left blank)

Section 1-19.6. Appeals and variances.

Matters involving appeal of an administrative decision or variance of these regulations shall be handled pursuant to Section 1-12.2 of Article 12 of the Land Development Regulations.

(Ord. No. 19-06, § 1, 7-15-19)

Section 1-19.7. Nonconforming signs.

- A. *Replacement of Nonconforming Signs.* Any replacement sign needs to meet current codes.
- B. *Nonconforming Signs.* There presently exist certain signs that are not in compliance with current regulations, if they were to code when approved and are being maintained they are allowed to remain.
- C. *Signs and Disrepair.* A sign should be removed or repaired to original condition. If not repaired within sixty (60) days of written notification, sign will be removed at owner's expense.

(Ord. No. 19-06, § 1, 7-15-19)

Section 1-19.8. Fees for permits.

- A. *Status of Fees Required for Signs.* Fees for the issuance of sign permits or certificates and or business tax receipts shall be in addition to any other fees, charges, or obligations legally required by the Town.
- B. *Schedule of Fees Set By Town Council.* The fee schedule for the issuance of sign permits, certificates of nonconformance, and business tax receipts and the inspections herein authorized or required shall be set by the Town Council and shall be maintained in the Town Clerk's office.

(Ord. No. 19-06, § 1, 7-15-19)

Section 1-19.9. (Intentionally left blank)

Section 1-19.10. Temporary signs.

Regulations involving Temporary Signs:

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- (1) The sign face of any temporary sign must not be larger than four (4) square feet.
 - (2) Temporary Signs shall not require a sign permit
 - (3) Also, any and all allowed and/or required Federal, State, County or Local Signage or Flags as covered per their regulations and as such shall abide by their rules and regulations relating to each. These may be regarding Public Display for; information, location, display protocol, public safety, traffic safety, etc.

(Ord. No. 19-06, § 1, 7-15-19)

Section 1-19.11. General regulations.

- A. *Signs on Public Property.* No sign shall be placed on property owned or leased by any government agency except by a public body or as otherwise specifically provided herein.
- B. *Signs Indicating Point of Public Interest.* Signs indicating points of local interest may be placed on public property only with the express consent and formal approval of the Council.
- C. *Signs Affixed to Public Property or Infrastructure.* No signs shall be attached to or painted on utility poles, seawalls, retaining walls or other supporting structure.
- D. *Signs On or Over Public Streets.* No sign shall be erected or located on or over any public street, sidewalk, alley, or right-of-way other than duly approved traffic signs authorized by a governmental entity.
- E. *Illuminated Signage.* The lighting of illuminated signs shall be controlled in direction, focus, and intensity so as to prevent glare on surrounding streets or property, or any objectionable illumination of nearby property or buildings.
- F. *Beacon Light.* No beacon light shall be permitted on a sign in the Town.
- G. *Billboards.* No billboards shall be permitted in the Town.
- H. *Multiple Street Frontage.* The regulations contained in this article shall apply separately and individually to each street frontage of a premises.

(Ord. No. 19-06, § 1, 7-15-19)

Section 1-19.12. Construction standards.

All signs shall comply with all applicable standards of the Town's building code, fire code, health code, and all other applicable codes.

(Ord. No. 19-06, § 1, 7-15-19)

Section 1-19.13. Maintenance.

All signs, together with all their support braces, guys, and anchors, shall be maintained in good repair and appearance. The Building Official may, upon written notice, cause to be removed within sixty (60) days any sign which becomes a safety hazard, or which shows gross neglect or becomes dilapidated or where the area around such sign is not well maintained. Such removal shall be at the expense of the owner or lessee of any sign that is not properly maintained.

(Ord. No. 19-06, § 1, 7-15-19)

Section 1-19.14. (Intentionally left blank)

Section 1-19.15. Obstructing exits prohibited.

No sign, including guys wires and supports, shall be erected, constructed or maintained so as to obstruct any fire escape, or any window or door opening, used or required as a means of ingress, egress or ventilation, or so as to prevent free passage from one (1) part of a roof in any form, shape, or manner to a fire escape.

(Ord. No. 19-06, § 1, 7-15-19)

Section 1-19.16. Signs not to constitute a traffic hazard.

No sign shall be placed at any location in the Town where it may interfere with or obstruct the view of any motorist, or be confused with any authorized traffic sign, signal or device. The Town Council shall have the authority to refuse the erection, or to order the removal by the Building Official, if any signs constituting an obstruction to motorists or pedestrians or otherwise are viewed to be impediments to traffic safety or traffic flow.

(Ord. No. 19-06, § 1, 7-15-19)

Section 1-19.17. Signs not to encroach into electric utility clear zone.

No sign shall be placed closer than eight (8) feet from the nearest part of any utility pole which supports electrical transmission lines. No sign shall be placed closer than eight (8) feet from the nearest part of any electric transmission line. If the National Electric Safety Code is now or hereafter more restrictive than the provisions of this subsection, its more restrictive provisions shall supersede the provisions herein.

(Ord. No. 19-06, § 1, 7-15-19)

Section 1-19.18. District sign regulations.

The provisions of Table 1-19.8 "Zoning District Sign Regulations" shall apply to each lot or parcel of land, and/or each business establishment as may be applicable in each case. In the following zoning classifications, the specified sign types and construction classes shall be permitted subject to the restrictions and limitations contained herein.

Also, any and all allowed &/or required Federal, State, County, &/or Local Signage or Flags as covered per their regulations and as such shall abide by their rules and regulations relating to each. These may be regarding Public Display for; information, location, display protocol, public safety, traffic safety, etc.

TABLE 1-19.18. ZONING DISTRICT SIGN REGULATIONS

(1) *Sign Regulations Within Residential Zoning Districts.*

Sign Type	Accessory	Construction	Directory	Directional
Construction Class	Wall or Detached	Wall or Detached	Wall or Detached	Wall or Detached
Maximum Number	1	1	1	1

Maximum Area	4 sq. ft.	32 sq. ft.	10 sq. ft.	3 sq. ft.
Maximum Height	10 ft.	Detached: 10 ft. Wall: Roof line of building	10 ft.	Detached: 3 ft. Wall: 12 ft.
Placement	Must observe all yard regulations	Front setback: 10 ft. Side and Rear: 25 ft.	Must observe all yard regulations	Non-Restricted
Illumination	None	None	Indirect	None
Special Regulations	Permitted only in conjunction with a permitted home occupation. See Footnote 1.	Must be removed immediately upon completion of construction or occupancy	None	None

Sign Type	Future Improvement	General Outdoor Advertising
Construction Class	Detached	Wall or Detached
Maximum Number	1	1
Maximum Area	10 sq. ft.	32 sq. ft.
Maximum Height	10 ft.	10 ft.
Placement	Front setback: 10 ft. Side and Rear: 25 ft.	No signs to impede vision at any intersection
Illumination	None	None
Special Regulations	None	See Footnotes 1 and 2

(2) *Sign Regulations Within Non-Residential Zoning Districts.*

Sign Type	Accessory	Accessory	Temporary
Construction Class	Wall	Detached, Marquee, and Projecting	Snipe/Signs
Maximum Number	3	2 total from this group	4
Maximum Area	10% of the wall area, and no more than 60 sq. ft. of cumulative area	60 sq. ft. total cumulative area	4 sq. ft. each
Maximum Height	Roof line of building	Detached: 25 ft. Others: Roof line of building	Roof line of building

Placement	Non-Restricted	Must observe yard regulations and Front setback: 10 ft.	Must observe yard regulations	
Illumination	Direct, Indirect	Direct, Indirect	None	
Special Regulations	See Footnotes 1, 3, and 4	See Footnotes 4 and 5	See Footnote 7	
Sign Type	Construction	Directory	Directional	General Outdoor Advertising
Construction Class	Wall or Detached	Wall or Detached	Wall or Detached	Wall or Detached
Maximum Number	1	2	2	1
Maximum Area	32 sq. ft.	Sum of 30 sq. ft.	3 sq. ft. each	Detached: 3 sq. ft. Wall: 10 sq. ft.
Maximum Height	Detached: 10 ft. Wall: Roof line of building	10 ft.	Detached: 3 ft. Wall: 10 ft.	10 ft.
Placement	Front Setback: 10 ft. Rear and Side: 25 ft.	Must observe all yard regulations	Non-Restricted	Front setback: 10 ft. Rear and Side: 25 ft.
Illumination	Indirect	Indirect	Indirect	Indirect
Special Regulations	Must be immediately removed upon completion of construction or occupancy	None	None	See Footnotes 1 and 2

(3) *Sign Regulations Within Non-Residential Zoning Districts.*

Sign Type	Future Improvement
Construction Class	Detached
Maximum Number	1
Maximum Area	32 sq. ft.
Maximum Height	10 ft.
Placement	Front setback: 10 ft. Side and Rear: 25 ft.

Illumination	Indirect
Special Regulations	None

Footnotes to charts:

- (1) All inside signs within five (5) feet of a window shall be counted as wall signs and in addition shall not exceed twenty (20) inches of the glassed area of the window in which the sign is located.
- (2) Only permitted are those signs which may be off the premises for which they relate and are within two hundred (200) feet of the property for which they relate to. However, if the sign is three (3) square feet or less in area, the property to which the sign relates may be within one (1) mile of the sign.
- (3) Apartment complexes and dwellings of up to ten (10) units are permitted thirty-two (32) square feet. For excess of ten (10) units, one (1) square foot may be added for each unit, up to a maximum of forty-eight (48) square feet in cumulative area.
- (4) If illumination/animation is permitted a minimum refresh rate is six (6) seconds
- (5) One (1) additional sign of this construction class up to thirty (30) square feet in area shall be permitted for each two hundred (200) feet of street frontage.
- (6) For a group of more than four (4) sites and in lieu of the nine (9) square foot individual lot sign, one thirty-two (32) square feet shall be permitted.
- (7) Minimum distance between Temporary Signs shall be twenty (20) feet.

(Ord. No. 19-06, § 1, 7-15-19)

Article XX LANGUAGE AND DEFINITIONS

Section 1-20.1. General interpretation.

For the purpose of this chapter [Code], certain terms used herein are herewith defined. When not inconsistent with the context, words used in the present tense include the future, words in the singular number include the plural and words in the plural number include the singular number. The word "shall" is always mandatory and not merely directory. The word "building" shall include the word "structure." The word "used" shall include arranged, designed, constructed, altered, converted, rented, leased or intended to be used.

Section 1-20.2. Definitions of terms.

Terms not otherwise defined herein shall be interpreted first by reference to the Comprehensive Plan and this Code; secondly, by reference to generally accepted engineering, planning, or other professional terminology if technical; and otherwise according to common usage, unless the context clearly indicates otherwise.

For the purpose of enforcing and administering this Code, the following words shall have the definitions and meanings herein ascribed:

Abandon. To discontinue a use for more than six (6) consecutive months.

Abutting. See adjoining.

Access. For purposes of this Ordinance, the term access shall mean a way for prospective purchasers, visitors, and prospective customers to get from parking facilities to the model home. Such access shall be a minimum of 30" wide.

Access, Point of. A driveway or other opening for vehicles onto a public street.

Accessory Use or Structure. A use or a structure subordinate to the principal use or building on the same lot and serving a purpose customarily incidental to the use of the principal building, provided any such structure is built with or after the construction of the principal building.

Adjoining Lot or Land. A lot or parcel of land that shares all or part of a common lot line including a common right-of-way with another lot or parcel of land.

Administrative Office. A room, studio, suite or building in which the management and general administrative functions are performed.

Administrative (or Town) Official. The person appointed by the Town Council to administer and enforce this chapter [Code] who is normally the building inspector.

Adult Day Care Centers. As defined in section 1-2.6.B.13.B, Part III.

Adult Family-Care Home. As defined in section 1-2.6.B.13.B, Part II.

Advertising Structure. A structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any outdoor advertising sign may be placed.

Airport. A special facility designed to accommodate the takeoff and landing of aircraft [and which] may be equipped with hangars, facilities for refueling and repairing airplanes, taxiways, tie down areas, and various accommodations for passengers.

Alley. A roadway dedicated to public use which affords only a secondary means of access to abutting property and not intended for general traffic circulation.

Alteration. Any change in the arrangement of a building, including work affecting the structural parts of a building or any change in occupancy.

Apartment. An independent housekeeping unit in an apartment house.

Apartment House. Any building or part thereof where separate accommodations for more than two (2) families living independently of each other are supplied to transient or permanent guests or tenants.

Assisted Living Facility. As defined in section 1-2.6.B.12.B, Part I.

Awning. A light, protective appurtenance to a building.

Bars. Any place selling and dispensing for the drinking on the premises of liquor, malt, wine, or other alcoholic beverages.

Basement. A story partly underground and having at least one-half of its height below the level of the contacting grade.

Bed and Breakfast. A Bed and Breakfast is an owner-occupied residential structure, with no more than ___ sleeping rooms used as guest rooms, which has been modified to serve as a transient public lodging establishment, which provides accommodation and meal services and which is recognized as a bed and breakfast in the community in which it is situated.

Board of Adjustment. A body authorized to hear and decide administrative appeals, special exceptions and variances from the strict application of the zoning code.

Buffer Strip. A parcel or tract of land, plant material or other landscaping that is used to separate one use from another to shield or block noise, light or other nuisances.

Buildable Area. The portion of lot remaining after required yards have been provided.

Builder. Any person, firm, association, syndicate, partnership, corporation, realtor or corporation who constructs model homes and other residential dwellings for sale to the public.

Building. Any structure having a roof supported by columns or walls.

Building Height. The vertical dimension measured from the finished grade at the building line to the highest point of the structure. including any and all decorative and safety structures, unless exempted under 1-5.1 of the Land Development.

Building, Principal. A building in which the principal use of the lot in which it is located is conducted.

Business Office. Facility consisting of desks, files, phone banks, telephone switchboards, typewriters, or other equipment usually associated with and utilized in a business office.

Cemetery. Property used for the interring of the dead.

Child. A person less than eighteen (18) years of age.

Child Care. The care, protection and supervision of a child on a regular basis which supplements for the child, in accordance with his individual needs, daily care, enrichment opportunities, and health supervision and where a payment, fee or grant is made for care.

Child Care Facility. Includes any child center or child care arrangement that provides child care for more than five (5) children unrelated to operator and which received a payment, fee or grant for any of the children receiving care, wherever operated, and whether or not operated for profit, except that the following are not included: Public schools and nonpublic schools which are in compliance with the compulsory school attendance law, Chapter 232, Florida Statutes; summer camps having children in full-time residence; summer day camps, and Bible schools normally conducted during vacation periods. The provisions of this act shall not apply to a child care facility which is an integral part of a church or parochial schools conducting regular classes or courses of study.

Church or Other Places of Worship. Any structure and/or site legally approved for and used upon a permanent basis by a recognized and established religious sect or denomination as a place where such persons regularly assemble primarily for public worship.

Clinic. Any structure or premises used as an establishment for medical, dental or surgical examination and/or treatment of persons classed as outpatients who are not lodged overnight and maintained and/or operated by any licensed person or organization of persons.

Club, Private. A property owned or leased and operated by a group of persons and maintained and operated solely by and for the members of such group and their guests and not available for unrestricted public access or use. Such a club may be either a profit making or a not-for-profit enterprise.

Commercial Amusement. Establishments engaged primarily in providing amusement or entertainment for a fee or admission charge.

Commercial Amusement, Enclosed. A commercial amusement establishment, the operations of which are conducted entirely within the confines of an enclosed building or structure, excluding necessary off-street parking facilities. This definition includes, but is not limited to, the following: bowling alleys, billiard and pool establishments, skating rinks, video arcades, amusement arcade centers, electronic gaming establishments and indoor theaters.

Commercial Amusement, Temporary. A commercial amusement which is established as a temporary use. This definition includes, but is not limited to, the following: circuses, carnivals, festivals, fairs and special exhibitions.

Commercial Amusement, Unenclosed. A commercial amusement which is conducted in an outdoor area or in an unenclosed structure. This definition includes, but is not limited to, the following: drive-in theaters, miniature golf courses, golf driving ranges, animal or vehicular race tracks, amusement parks and stadiums.

Commercial Fishery. A commercial establishment for the receiving, processing, packaging, storage, and wholesale or retail distribution and sale of products of the sea. Such an establishment may include facilities for the docking, loading, unloading, fueling, icing and provisioning of vessels and for the drying, maintenance and storage of equipment.

Community Residential Home. As defined in section 1-2.6.B.13.A.

Comprehensive Plan. The Town of Malabar Comprehensive Plan, as may hereinafter be amended and which was prepared and adopted pursuant to the "County and Municipal Planning and Land Development Regulation Act," Chapter 163, Part II, Florida Statutes.

Conditional Use. Any use which may be allowed by a Conditional Use Permit pursuant to Article VI, Conditional Use Criteria.

Conditional Use Permit. Any administrative permit issued pursuant to Article VI, Conditional Use Criteria.

Condominium. That form of ownership of condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements. Condominium property means and includes the land in a condominium whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

Contiguous. Next to, abutting, or touching and having a boundary, or portion thereof, which is coterminous.

Contractor. Any person, firm, association, syndicate, partnership, realtor, or corporation engaged in the business of accepting orders or contracts, either as a general contractor or subcontractor, for construction of model homes and other residential dwellings for sale to the public.

Courtyard. An open, unobstructed, unoccupied space, other than a yard, on the same premises on which the building is located. A court entirely surrounded by the building is an inner court. A court bounded on three (3) sides by the building and on the fourth side by any lot line is a lot line court. A court with at least one side opened to a yard, alley or street is an outer court.

Cultural Facilities. Establishments where the principal use is of an historical, educational or cultural interest, which are not operated commercially.

Developer. A "developer" is any individual, firm, association, syndicate, co-partnership, corporation, trust or any other legal entity commencing proceedings under this ordinance to effect the subdivision and/or development of land in the Town of Malabar and includes "subdivider," including model homes.

Development. The division of a parcel of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, enlargement of any structure; any mining, excavation, landfill or land disturbance, or any extension of the use of the land.

District. Any section [or] area of the Town of Malabar to which these regulations apply, within which the zoning requirements are uniform.

Dormitory. A building intended or used principally for sleeping accommodations where such building is related to an education or public institution including religious institutions.

Drive-in Establishment. An establishment, which by design, physical facilities, service or by packaging procedures encourages or permits customers to receive services, obtain goods or be entertained while remaining in motor vehicle.

Duplex. See Dwelling, Two Family.

Dwelling. A structure or portion thereof which is used expressly for human habitation.

Dwelling, Attached. A one-family dwelling attached to two or more one family dwellings by common vertical walls.

Dwelling, Detached. A dwelling which is not attached to any other dwelling by any structural means.

Dwelling, Multiple Family. A residential building designed for or occupied by two or more families living independently of each other.

Dwelling, Single Family. A residential building containing only one (1) dwelling unit and occupied exclusively by one (1) family as a single housekeeping unit.

Dwelling, Triplex. A dwelling containing three (3) dwelling units, each of which has direct access to the outdoors or to a common hall.

Dwelling, Two Family. A residential building containing only two (2) dwelling units and not occupied by more than two (2) families.

Dwelling Unit. One room or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease on a weekly, monthly or longer basis, and physically separated from any other rooms or dwelling units which may be the same structure, and containing independent cooking, sleeping, and toilet facilities.

Dwelling Unit, Single-Family. A detached residential dwelling unit other than a mobile home, designed for and occupied by one (1) family.

Dwelling Unit, Two Family. A detached residential building containing two (2) dwelling units, designed for occupancy by not more than two (2) families.

Dwelling Unit, Mobile Home. A detached residential dwelling unit designed for transportation after fabrication, on streets or highways on its own wheels or on flatbed or other trailers, and arriving at the site where it is to be occupied as a dwelling unit completed and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundations, connections to utilities and the like.

Dwelling Unit, Multiple-Family. A residential building designed for or occupied by three (3) or more families, with the number of families in residence not exceeding the number of dwelling units provided.

Easement. A grant by a property owner of the right of use of his land by another party for a specific purpose.

Excavations. Removal or recovery by any means whatsoever of soil, rock, minerals, mineral substances or organic substances other than vegetation, from water or land on or beneath the surface thereof, or beneath the land surface, whether exposed or submerged.

Extended Care Facility. A long term care facility or a distinct part of a facility licensed or approved as a nursing home, infirmary unit of a home for the aged or a governmental medical institution.

Family. A single individual, doing his own cooking, and living upon the premises as a separate housekeeping unit, or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon economic or domestic bond, as distinguished from a group occupying a boarding house, lodging house, club, fraternity or hotel.

Fast Food Restaurant. An establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant structure or off premises.

Fence (or Wall). A freestanding structure of any material or combination of materials erected for confinement, screening or partition purposes.

Flag Lot. A lot not fronting on or abutting a public road and where access to the public road is by a narrow, private right-of-way.

Floodplain. An area likely to flood based on the officially adopted Flood Issuance [Insurance] Rate Map (FIRM).

Floodplain, Tidal. An area likely to flood or become inundated from water which is subject to tidal action.

Floor Area. The sum of the gross horizontal areas of the several floors of a building or buildings measured from exterior faces of exterior walls or from the center line of walls separating two (2) attached buildings. The required minimum floor area within each district shall not apply to accessory uses; however, the floor area of accessory uses may be computed as a part of the area of the principal use.

Foster Housing Facility. Substitutes for family units where one or two resident adults care for no more than five (5) persons in an environment which approximates family living.

Frontage. All the property abutting measured along the street line.

Funeral Home. A premises, structure or site used as a commercial establishment for the preparation of deceased humans for burial and/or for the conduction of funeral services prior to burial or other disposition of deceased human remains. Such a premises, structure or site shall not be used for the burial, prolonged storage or permanent disposition of deceased human remains.

Garage, Mechanical. Any enclosed structure used for the storage, care, minor repair, or equipping for operation of motor vehicles, or where automotive mechanical service is provided, excluding paint and body repair.

Garage, Private. A detached accessory building or portion of a main building used for the parking or storage of automobiles of the occupants of the main building. A carport is considered a private garage. No garage may be erected prior to construction of a dwelling, or the garage may be built simultaneously with the residence.

Gasoline Service Station. Any structure, building, or land, used for the dispensing, sale, or offering for sale, at retail, of any motor vehicle fuels, oils or accessories and in connection with which is performed general motor vehicle servicing as distinguished from repair service.

Governmental Facility. Any office, facility, building or property owned, leased, or used by the Federal Government, the State of Florida, or any unit of local government, except such uses as are specifically listed elsewhere in this ordinance as specific uses, and except housing projects sponsored by government agencies.

Green Area. See "Open Space."

Greenhouses. A building wherein the temperature and humidity can be regulated for the cultivation of exotic or out of season plants.

Hobby. A subject or pursuit in which one takes absorbing interest.

Home Occupation. Any money-raising occupation or activity carried on within a residential property, where the activity is conducted only by members of the family living within the residence, where products are not offered for sale from the premises, where no evidence of the occupation is visible or audible from the exterior of the residential property, where traffic is not generated in excess of that customary of a residence, and where no commercial vehicles are kept on the premises or parked overnight on the premises unless otherwise permitted by these regulations. The occupation must be clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change residential character thereof.

Hospital. A building or group of buildings, having facilities for one or more overnight patients, used for providing services for the in-patient medical or surgical care of sick or injured humans, and which may include related facilities such as laboratories, out-patient departments, training facilities, and staff offices; provided, however, it is coordinate to the main use and must be an integral part of the hospital operations.

Hospital and other Licensed Facilities. As defined in section 1-2.6.B.10.A.

Hotels and Motels. Every building or other structure kept, used, maintained, advertised as or held out to the public to be a place where sleeping accommodations are supplied for pay to transient or permanent guests or tenants, in which rooms are furnished for the accommodation of such guests and which may have one or more dining rooms or cafes where meals or lunches are served to such transient or permanent guests, such sleeping accommodations and dining rooms or cafes being conducted in the same building or buildings in connection therewith.

Houseboat. A watercraft used as a dwelling and moored in the same general area at least eight (8) hours a day for ten (10) days in any month.

Improved Property. Property upon which a principal residential, commercial, or other principal building has been built.

Junk. Old and dilapidated modes of conveyance such as automobiles, trucks, tractors, watercraft, and other such vehicles and parts thereof; wagons and other kinds of vehicles and parts thereof; household appliances, scrap building material, scrap contractors' equipment, tanks, casks, cans, barrels, boxes, drums, piping, bottles, glass, old iron machinery, rags, paper, excelsior, hair, mattresses, beds, and bedding or any other kind of scrap or waste material which is stored, kept, handled or displayed.

Junk Vehicle. A vehicle which has not had a current license plate or cannot be moved under its own power.

Junk Yard. A place where waste, discarded or salvaged materials are bought, sold, exchanged, stored, based, cleaned, packed, disassembled or handled, including auto wrecking yards, house wrecking yards, used lumber yards, and places or yards for use of salvaged house wrecking and structural steel materials and equipment, but excluding pawn shops and establishments for the sale, purchase or storage of used cars in operable condition, salvaged machinery, used furniture and household equipment, and the processing of used, discarded or salvaged materials as part of manufacturing operations. The storage of non-operable machinery, equipment or automobiles for sixty (60) days or longer shall be prima facie evidence the property is a junk yard.

Kennels, Commercial. Any lot or premises on which four or more dogs, cats or other domestic animals, at least four months of age, are housed or accepted for boarding, trimming, grooming and/or bathing for which remuneration is received.

Kennels, Non-Commercial. Any building or buildings and/or land used, designated or arranged for the boarding, breeding, or care of four or more dogs, cats, pets, fowl, or other domestic animals belonging to the owner thereof, kept for purposes of show, hunting, or as pets (but not to include riding stables).

Loading Space. An off-street space within the main building or on the same lot, providing for the standing, loading or unloading of vehicles.

Lot. A lot shall mean a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area, and to provide such yards and other open spaces as are required in this chapter [Code]. Lot shall be comprised of contiguous land. Provided that in no case of division or combination shall any residential lot or parcel be created which does not meet the requirements of this chapter [Code]. Such lot shall have frontage on an improved public street, or on an approved private street, and may consist of:

- (1) A single lot of record;
- (2) A portion of a lot of record;
- (3) A combination of complete lots of record, and portions of lots of record;
- (4) A parcel of land described by metes and bounds.

Lot, Building. A building site area which shall be at least the minimum area required for the zone in which said area is located and such building lot shall be consistent with all lot requirements within the respective zoning district. The term "building lot" is not necessarily synonymous with the term "lot" as defined above. A building lot is always at least one lot or one lot plus a part of another lot or a combination of two or more lots or fractions thereof.

Lot, Corner. A lot abutting upon two or more streets at their intersections.

Lot, Double Frontage (also Through Lots). A lot having a frontage on two non-intersecting streets, as distinguished from a corner lot.

Lot Frontage. The portion nearest the street. For purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontage, and yards shall be provided as indicated under yards in this section.

Lot Lines. The lines bounding a lot.

Lot Measurements.

- (1) *Depth of a Lot* shall be considered to be the distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.
- (2) *Width of a Lot* shall be considered to be the distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the front building line established by the minimum from [front] setback of the required front yard, provided however that width between side lot lines at their foremost points (where they intersect with the street line) shall not be less than eighty (80) percent of the required lot width except in case of a lot on the turning circle of a cul-de-sac, where the eighty-percent requirement shall not apply. Front lot lines on a cul-de-sac shall be no less than forty (40) feet.

Lot of Record. A lot which is a part of a subdivision, the map of which has been recorded in the Office of the Clerk of the Circuit Court of Indian River County or a lot described by metes and bounds, the description of which has been thus recorded.

Malabar Vernacular Style. An architectural style representing Florida's historical influences upon the development of the Town of Malabar. This eclectic style includes elements such as elevated first floors, covered porches, verandas and overhangs that create a relationship to the street at human scale. This may include Cracker, Mediterranean, Caribbean, as well as, other documented local common archetype styles dating back to the turn of the 19th century. The design standards provided in Section 1-5.29 of the Land Development Code of the Town shall apply to any structure required to be built in the Malabar Vernacular style.

Manufactured Building. A closed structure, building assembly, or system of subassemblies, which may include structural, electrical, plumbing, heating, ventilating or other service systems manufactured in manufacturing facilities, for installation or erection, with or without other specified components, as a finished building or as part of a finished building which shall include but not be limited to residential, commercial, institutional, storage and industrial structure (F.S. 553.36). The building plans for such structures must be sealed by the Florida Department of Community Affairs.

Marina. A place for the sale and service of boats and marine supplies, exclusive of boat or ship building.

Maximum building coverage. The total building coverage on any lot divided by the total lot area.

Mining. The removal, either in or upon the soil of the earth or beneath the soil, of any valuable inert or lifeless substance formed or deposited in its present position through natural agencies alone, as a commercial business.

Mini-Warehouse/Mini-Storage. A mini-warehouse/mini-storage is defined as a fully enclosed, single story, building or buildings that may contain removable interior partitions and having individual compartmentalized units, stalls or lockers with privately controlled access points which are to be rented as storage space for customers' goods, wares, or personal property. No individual storage unit shall exceed five hundred (500) square feet in floor space. No unit shall be used for any wholesale or retail operations; however, it shall not preclude use as a depot for such purposes as franchised distribution.

An office for the rental of the storage spaces may be included, provided it does not exceed three hundred (300) square feet, excluding any bathroom facilities.

Mobile Home Park. A tract of land in one ownership, which provides rental spaces for mobile homes.

Mobile Home Park, Transient. A facility which provides short term parking areas for travel trailers, travel campers and mobile homes, along with the provision of utilities, recreation and related services.

Mobile Home Site. A lot or space or plot of ground within a mobile home park or trailer park, designated for the accommodation of not more than one mobile home or trailer coach.

Mobile Home Subdivision. A recorded subdivision of land officially recorded which provides individual sites, for sale, for mobile homes.

Model Home. A finished, single-family residential unit, including units in a multifamily structure and mobile homes for which a certificate of occupancy could be obtained, located in a residentially zoned district but utilized as an example of a product offered for sale to purchasers (by a realtor, builder, developer or contractor). The dwelling house may be furnished but not occupied as a residence while being used as "Model Home."

Motel. See Hotel.

Motor Vehicle. As defined by Title XXIII Florida Statutes, specifically Chapter 320.01(1) (a) and (b).

Noncomplying Building or Structure. Any building or other structure which is a lawful use (permitted or nonconforming) but which does not comply with all applicable provisions of this Code, including bulk regulations, off-street parking requirements, landscape requirements, performance standards, or airport height hazard zone requirements, either on the effective date of this Ordinance or as a result of any subsequent amendment.

Nonconforming Use. A use of a building or structure or of a tract of land which, at the time of the commencement of the use, was a permitted use in the zoning district, or any legal change thereto from the time of the commencement thereof until the effective date of this Ordinance, but which does not, on the effective date of this Ordinance, conform to the use criteria of the district in which it is located.

Open Space (Green Area). Open space includes the gross area of the site less building coverage, parking surface and internal traffic circulation system.

Parking:

Off-Site Parking. Parking which is not on the same location or property as the Business's Building.

Off-Street Parking. Parking which is not on any Roadway or any Right of Way or within any "Right of Way Line".

On-Site Contiguous Parking. Parking which is in the same location and on the same property as the Business's Building and has the same owner(s).

On-Street Parking. Parking which is abutting a Roadway, which is any public path used by vehicle as a way of getting somewhere. i.e.; Lane, road, Street, Trail, etc.

Parking Lot. An area or plot of ground, used for the storage or parking of motor vehicles either for compensation or to provide an accessory service to a business, industrial or residential use.

Parking Space, Off-Street shall mean a space adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room. Required off-street parking areas for three (3) or more automobiles shall have individual spaces marked and shall be so designed, maintained and regulated that no parking or maneuvering incidental to parking shall be on any public street, walkway or alley, and so that any automobile may be parked and unparked without moving another.

For purposes of rough computation, an off-street parking space and necessary access and maneuvering room may be estimated at three hundred (300) square feet, but off-street parking requirements will be considered to be met only when actual spaces meeting the requirements above are provided and maintained, improved in a manner appropriate to the circumstances of the case, and in accordance with all ordinances and regulations of the Town.

Permeable Surface. Any surface permitting full or partial absorption of stormwater into previously unimproved land.

Premises. Any land together with any structures occupying it.

Principal Structure. A building in which is conducted the principal use of the lot on which it is situated. An attached carport, shed, garage or any other structure with one (1) or more walls or a part of one (1) wall being a part of the principal building and structurally dependent, totally or in part, on the principal building, shall comprise a part of the principal building and be subject to all regulations applied to the principal building. A detached and structurally independent carport, garage or other structure shall conform to the requirements of an accessory building. A structure conforming as an accessory building may be attached to the principal building by an open breezeway.

Public Water and Sewer Service. This shall mean water and sewer systems, including pipes, rights-of-way and treatment plants, owned and operated by the Town or operated under a franchise granted by the Town.

Recreational and Landscaped Open Space. Unroofed or screen roofed ornamental landscaped areas and recreational areas which are easily accessible and regularly available to occupants of all dwelling units on the lot wherein the open space is located. Not calculated as open spaces are rooftops, porches, raised decks, parking spaces, driveways, utility and service areas.

Right-of-Way Line. The boundary line between highway, road or street and a tract or parcel of land adjoining such highway, road or street. The right-of-way line shall be considered the property line.

Setback. The minimum horizontal distance between the street, rear or side line of the lot and the front, rear or side lines of the building, including porches, carports and accessory uses.

Shopping Center. A group of commercial establishments planned, constructed and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery separated from customer access, aesthetic considerations and protection from the elements.

Shoreline. The mean high water line for tidal water bodies and ordinary high water line for non-tidal waters for inland water bodies.

Special Exceptions. A special exception is a use that would not be appropriate generally or without restriction throughout a particular zoning district but would, if controlled as to number, area, location or relation to the neighborhood, be appropriate.

Story. That portion of a building included between the surface of any floor and the surface of the next floor above it, or if there be no floor above it, then the space between such floor and ceiling next above. If any portion of a roof area is intended for human occupancy, except for maintenance purposes, then such roof area shall also be considered a story, notwithstanding that no floor or ceiling is located above it.

Street. A thoroughfare which affords principal means of access to abutting property. Street classifications include the following:

Arterial. Arterial streets serve as principal routes through the Town. The purpose of these facilities is to move large volumes of traffic from one part of the region or county to another. Arterial roads also provide connections between major activity centers of the County or Town.

Major Collector Streets. Major collector streets collect and distribute traffic from residential access streets to arterial streets or other collector streets.

Minor Collector Streets. Minor collector streets collect traffic from local streets and feed traffic to major collectors and arterials.

Residential Access Streets (Local Streets). Streets which directly serve abutting properties and residences. These streets should be relatively safe and quiet and should be completely free of any through traffic.

Street Line. See Right-of-Way Line.

Structure. Anything constructed or erected with a fixed location on the ground. Among other things, structures include buildings, mobile homes, walls, fences, signs and poster panels, driveways, pools, and ponds.

Structural Alteration. Any change in either the supporting members of a building, such as bearing walls, columns, beams, and girders, or in the dimensions or configurations of the roof or exterior walls.

Subdivision. The division and recording in accordance with law of a parcel of land into two or more lots or blocks for the purpose of transfer of ownership or development for development, sale or lease.

Swimming Pool. A water-filled enclosure, permanently constructed or portable, having a depth of more than eighteen (18) inches below the level of the surrounding land, or an above-ground pool, having a depth of more than thirty (30) inches, designed, used and maintained for swimming and bathing.

Townhouse. A one-family dwelling in a group of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more common fire resistant walls.

Variance. A variance is a relaxation of the terms of the zoning ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. As used in this ordinance, a variance is authorized only for height, area, size of structure, or size of yards and open spaces. Establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or uses in an adjoining zoning district.

Warehouse. A warehouse shall mean any premises where the principal use is the storage of merchandise, products, or materials in bulk, for a fee or charge or for distribution to other establishments operated by the same business enterprise or establishment. A warehouse may include accessory wholesales, but shall not be deemed to include retail sales establishments, motor freight terminals, mini-warehouses or the bulk storage of flammable, explosive, toxic, or noxious materials as a principal use. No commercial vehicles (semi-trailers) shall be parked on the site overnight. No manufacturing, processing or craftsman of any kind shall be permitted.

Yard. An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the structure shall be used.

Yard, Front. A yard extending across the front of a lot between the side yard lines, and being the minimum horizontal distance between the street line and the structure of any projections thereof, other than the projections of uncovered steps. On corner lots and through lots all yards which abut the street are considered front yards.

Yard, Rear. A yard extending across the rear of the lot between the inner side yard lines. In the case of through lots and corner lots, there will be no rear yards, but only front and side yards.

Yard, Side. A yard between any structure and the side line of the lot, and extending from the front lot line to the rear yard and being the minimum horizontal distance between a side lot line and the side of any structure. A yard which is not a front or rear yard.

(Ord. No. 97-3, § 1, 3-17-97; Ord. No. 06-05, § 2, 2-6-06; Ord. No. 06-16, § 3, 10-2-06; Ord. No. 06-19, § 3, 1-11-07; Ord. No. 07-02, § 6, 4-2-07; Ord. No. 08-04, §§ 2, 3, 4-7-08; Ord. No. 08-13, § 2, 10-20-08; Ord. No. 12-48, § 5, 1-23-12; Ord. No. 14-01, § 6, 2-3-14; Ord. No. 2015-03, § 2, 8-24-15; Ord. No. 20-14, § 2, 12-21-20)

- LAND DEVELOPMENT CODE
TABLE OF AMENDMENTS

TABLE OF AMENDMENTS

This table contains a chronological listing of the ordinances amending the land development code, together with their disposition herein.

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11-44	8- 1-11	1	1-5.8
12-48	1-23-12	1	1-2.6 C.3
		2	1-3.2 Table
		3, 4	1-6.1(B) Table
		5	1-20.2
12-60	12- 3-12	1	1-5.27
14-01	3- 3-14	1	1-2.6.B
		2	1-3.1.I
		3	1-3.2, Table
		4	1-6.1, Table
		5 Added	1-9.2.11, 12
		Rnbd	1-9.2.11— 30
		as	1-9.2.13— 32
		6	1-20.2
14-08	6-16-14	4 Rpld	1-12.2.A— D
		Rnbd	1-12.2.E, F
		as	1-12.2.A, B
		5 Rpld	1-12.3
15-03	8-24-15	1	1-9.1
			1-9.3
			1-9.5
		2	1-20.2
16-03	10- 3-16	1, 2(Exh. A)	1.3.2
19-01	3- 4-19	1	1-12.5
19-02	3- 4-19	2	1-3.3(A), table note
19-03	3- 4-19	2	1-3.3 E.
			1-3.3(E), table

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19-04	3- 4-19	2	1-5.10
19-06	7-15-19	1 Rpld	1-19.1—1-19.18
		Added	1-19.1—1-19.18
20-02	3- 2-20	1	1-3.2, table
		2	1-3.2, table note
20-14	12-21-20	1 Added	1-2.6 C.14.(c)— (e)
		2	1-20.2

Section 1-19.17. Signs not to encroach into electric utility clear zone.

No sign shall be placed closer than eight (8) feet from the nearest part of any utility pole which supports electrical transmission lines. No sign shall be placed closer than eight (8) feet from the nearest part of any electric transmission line. If the National Electric Safety Code is now or hereafter more restrictive than the provisions of this subsection, its more restrictive provisions shall supersede the provisions herein.

(Ord. No. 19-06, § 1, 7-15-19)

Section 1-19.18. District sign regulations.

The provisions of Table 1-19.8 "Zoning District Sign Regulations" shall apply to each lot or parcel of land, and/or each business establishment as may be applicable in each case. In the following zoning classifications, the specified sign types and construction classes shall be permitted subject to the restrictions and limitations contained herein.

Also, any and all allowed &/or required Federal, State, County, &/or Local Signage or Flags as covered per their regulations and as such shall abide by their rules and regulations relating to each. These may be regarding Public Display for; information, location, display protocol, public safety, traffic safety, etc.

TABLE 1-19.18. ZONING DISTRICT SIGN REGULATIONS

(1) *Sign Regulations Within Residential Zoning Districts.*

Sign Type	Accessory	Construction	Directory	Directional
Construction Class	Wall or Detached	Wall or Detached	Wall or Detached	Wall or Detached
Maximum Number	1	1	1	1
Maximum Area	4 sq. ft.	32 sq. ft.	10 sq. ft.	3 sq. ft.

Maximum Height	10 ft.	Detached: 10 ft. Wall: Roof line of building	10 ft.	Detached: 3 ft. Wall: 12 ft.
Placement	Must observe all yard regulations	Front setback: 10 ft. Side and Rear: 25 ft.	Must observe all yard regulations	Non-Restricted
Illumination	None	None	Indirect	None
Special Regulations	Permitted only in conjunction with a permitted home occupation. See Footnote 1.	Must be removed immediately upon completion of construction or occupancy	None	None

Sign Type	Future Improvement	General Outdoor Advertising
Construction Class	Detached	Wall or Detached
Maximum Number	1	1
Maximum Area	10 sq. ft.	32 sq. ft.
Maximum Height	10 ft.	10 ft.
Placement	Front setback: 10 ft. Side and Rear: 25 ft.	No signs to impede vision at any intersection
Illumination	None	None
Special Regulations	None	See Footnotes 1 and 2

(2) *Sign Regulations Within Non-Residential Zoning Districts.*

Sign Type	Accessory	Accessory	Temporary
Construction Class	Wall	Detached, Marquee, and Projecting	Snipe/Signs
Maximum Number	3	2 total from this group	4
Maximum Area	10% of the wall area, and no more than 60 sq. ft. of cumulative area	60 sq. ft. total cumulative area	4 sq. ft. each
Maximum Height	Roof line of building	Detached: 25 ft. Others: Roof line of building	Roof line of building

Placement	Non-Restricted	Must observe yard regulations and Front setback: 10 ft.	Must observe yard regulations	
Illumination	Direct, Indirect	Direct, Indirect	None	
Special Regulations	See Footnotes 1, 3, and 4	See Footnotes 4 and 5	See Footnote 7	
Sign Type	Construction	Directory	Directional	General Outdoor Advertising
Construction Class	Wall or Detached	Wall or Detached	Wall or Detached	Wall or Detached
Maximum Number	1	2	2	1
Maximum Area	32 sq. ft.	Sum of 30 sq. ft.	3 sq. ft. each	Detached: 3 sq. ft. Wall: 10 sq. ft.
Maximum Height	Detached: 10 ft. Wall: Roof line of building	10 ft.	Detached: 3 ft. Wall: 10 ft.	10 ft.
Placement	Front Setback: 10 ft. Rear and Side: 25 ft.	Must observe all yard regulations	Non-Restricted	Front setback: 10 ft. Rear and Side: 25 ft.
Illumination	Indirect	Indirect	Indirect	Indirect
Special Regulations	Must be immediately removed upon completion of construction or occupancy	None	None	See Footnotes 1 and 2

(3) *Sign Regulations Within Non-Residential Zoning Districts.*

Sign Type	Future Improvement
Construction Class	Detached
Maximum Number	1
Maximum Area	32 sq. ft.
Maximum Height	10 ft.
Placement	Front setback: 10 ft. Side and Rear: 25 ft.

Illumination	Indirect
Special Regulations	None

Footnotes to charts:

- (1) All inside signs within five (5) feet of a window shall be counted as wall signs and in addition shall not exceed twenty (20) inches of the glassed area of the window in which the sign is located.
- (2) Only permitted are those signs which may be off the premises for which they relate and are within two hundred (200) feet of the property for which they relate to. However, if the sign is three (3) square feet or less in area, the property to which the sign relates may be within one (1) mile of the sign.
- (3) Apartment complexes and dwellings of up to ten (10) units are permitted thirty-two (32) square feet. For excess of ten (10) units, one (1) square foot may be added for each unit, up to a maximum of forty-eight (48) square feet in cumulative area.
- (4) If illumination/animation is permitted a minimum refresh rate is six (6) seconds
- (5) One (1) additional sign of this construction class up to thirty (30) square feet in area shall be permitted for each two hundred (200) feet of street frontage.
- (6) For a group of more than four (4) sites and in lieu of the nine (9) square foot individual lot sign, one thirty-two (32) square feet shall be permitted.
- (7) Minimum distance between Temporary Signs shall be twenty (20) feet.

(Ord. No. 19-06, § 1, 7-15-19)