



# REGULAR TOWN COUNCIL MEETING

Monday, May 20, 2024 at 7:30 pm

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

**a. Approve Minutes of 05/06/2024 RTCM**

Exhibit: Agenda Report Number 4.a.

**Attachments:**

- **Agenda Report Number 4.a.** (Agenda\_Report\_Number\_4.a..pdf)

5. ATTORNEY REPORT
6. STAFF REPORTS

**a. Manager**

Exhibit: Agenda Report Number 6.a.

**Attachments:**

- **Agenda Report Number 6.a.** (Agenda\_Report\_Number\_6.a..pdf)

**b. Clerk**

Exhibit: Agenda Report Number 6.b.

**Attachments:**

- **Agenda Report Number 6.b.** (Agenda\_Report\_Number\_6.b..pdf)

**7. PUBLIC COMMENTS**

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

*Five (5) Minute Limit per Speaker*

**8. PUBLIC HEARINGS / SPECIAL ORDERS**

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

(RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)

**10. ACTION ITEMS**

ORDINANCES: 1

RESOLUTIONS: 1

MISCELLANEOUS: 1

**a. First Reading - Amend Town of Malabar Land Development Code Section 1-3.3, Size and Dimension Criteria, Table 1-3.3(A) to Include Maximum Density (Units Per Acre) Without Central Water and Wastewater. (Ordinance 2024-04)**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING SECTION 1-3.3 – SIZE AND DIMENSION CRITERIA; AMENDING TABLE 1-3.3(A); ADDING MAXIMUM DENSITY (UNITS PER ACRE) WITHOUT CENTRAL WATER AND WASTEWATER AS A COLUMN; PROVIDING FOR CONTENTS OF SAID COLUMN; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.a.

**Attachments:**

- **Agenda Report Number 10.a.** (Agenda\_Report\_Number\_10.a..pdf)

**b. Renew Audit Engagement with James Moore, CPA (Resolution 10-2024)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR COUNCIL APPROVAL OF THE RENEWAL ENGAGEMENT FOR AUDIT SERVICES BY JAMES MOORE, CPA FOR THE TOWN OF MALABAR FOR FISCAL YEARS ENDING SEPTEMBER 30, 2024, 2025, 2026; PROVIDING FOR ADMINISTRATION AND FEES; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.b.

**Attachments:**

- **Agenda Report Number 10.b.** (Agenda\_Report\_Number\_10.b..pdf)

**c. Consideration for executing consent of assignment to Halff Associates, Inc from Singhofen and Associates, Inc.**

Exhibit: Agenda Report Number 10.c.

**Attachments:**

- **Agenda Report Number 10.c.** (Agenda\_Report\_Number\_10.c..pdf)

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

**11. DISCUSSION/POSSIBLE ACTION**

**a. Discussion – Amend Town of Malabar Land Development Code Section 1-3.2, Land Use by District, Table 1-3.2, Land Use by District, and Section 1-3.3, Size and Dimension Criteria, Table 1-3.3(A) per recommendation by Planning and Zoning Board. (Ordinance 2024-05)**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING ARTICLE III – DISTRICT PROVISIONS, SECTION 1-3.2 – LAND USE BY DISTRICT; AMENDING SECTION 1-3.3 – SIZE AND DIMENSION CRITERIA; AMENDING TABLE 1-3.3(A); PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 11.a.

**Attachments:**

- **Agenda Report Number 11.a.** (Agenda\_Report\_Number\_11.a..pdf)

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**b. SCTPO Letter of Support for the Cocoa Multi-Modal Passenger Station and Rail Project - Consolidated Rail Infrastructure & Safety Improvements Grant Program**

Exhibit: Agenda Report Number 11.b.

**Attachments:**

- **Agenda Report Number 11.b.** (Agenda\_Report\_Number\_11.b..pdf)

**c. Rocky Point Shoreline Project Summary**

Presented by Mara Skadden of Marine Resource Council

Exhibit: Agenda Report Number 11.c.

**Attachments:**

- **Agenda Report Number 11.c.** (Agenda\_Report\_Number\_11.c..pdf)

**12. PUBLIC COMMENTS**

General Items (Speaker Card Required)

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

**14. ANNOUNCEMENTS**

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

**15. ADJOURNMENT**

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

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

# TOWN OF MALABAR

## Regular Town Council Meeting

**AGENDA ITEM NO: 4.a.**

**Meeting Date: May 20<sup>th</sup>, 2024**

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Approve Minutes of 5/6/2024 RTCM Minutes**

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**BACKGROUND/HISTORY:**

Summary of actions at Town Council Meetings

**ATTACHMENTS:**

- Draft Minutes of the RTCM of 5/6/2024

**ACTION OPTIONS:**

Review

**MALABAR TOWN COUNCIL  
REGULAR MEETING MINUTES  
May 6<sup>th</sup>, 2024, 7:30 PM**

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

**1. CALL TO ORDER:**

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

**2. ROLL CALL:**

CHAIR:

MAYOR PATRICK T. REILLY

VICE CHAIR:

DAVID SCARDINO

COUNCIL MEMBERS:

MARISA ACQUAVIVA

BRIAN VAIL

JIM CLEVINGER

MARY HOFMEISTER

TOWN ATTORNEY:

KARL BOHNE

TOWN MANAGER:

LISA MORRELL

TOWN TREASURER:

MAKAYLA AUSTIN

TOWN CLERK:

RICHARD KOHLER

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

**4. CONSENT AGENDA:**

**4.a. Approve Minutes of 4/15/2024 RTCM**

Exhibit: Agenda Report Number 4.a.

**4.b. Surplus of Municipal Owned Property (Vehicles)**

Exhibit: Agenda Report Number 4.b.

**4.c. Surplus of Municipal Owned Property (Electronics)**

Exhibit: Agenda Report Number 4.c.

**MOTION: CM Acquaviva/CM Scardino to approve Consent Agenda as amended.**

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

**5. PROCLAMATIONS/PRESENTATIONS: 4**

**5.a. Audit Presentation – Presentation of the 22/23 FY Financial Audit by JMCO**

Exhibit: Agenda Report Number 5.a.

Auditor Zach Chaliflour of James Moore and Co. thanked Council for allowing him to present tonight. He thanks staff for their hard work in preparing the information for the audit, particularly Ms. Austin. There were no changes in the scope of their reports. The Audit opinion includes a notation about OPEB, but many small municipalities do not show these funds. It has no budgetary impact. They also prepared an Auditor Report on Internal Controls, which had 2 comments, both dealing with reconciliations being on time. The independent Auditor Letter, a notation was included on the Building Department Fund being over threshold. The final report noted the Town is in compliance with all state statutes. Overall, the unrestricted fund balance is growing. The Town is carrying a 10-month reserve, and the GFOA requires a 2 month reserve.

Mayor Reilly stated the Town took a 3.5-million-dollar loan, would it be shown as a debt? Mr. Chaliflour states that will be reported in next year's audit. Mayor asks where the debt will be shown in next year's audit? Mr. Chaliflour states it will be shown in the restricted line of the fund balance.

**5.b. Lung Cancer Action Week**

Exhibit: Agenda Report Number 5.b.

Mayor Reilly read the Proclamation into the record, and asked Mrs. Smith of the American Lung Association to come forward and accept the proclamation and thanked her for her efforts. Ms. Smith states that she is a lung cancer survivor, and she never smoked a day in her life. She provided additional facts about lung cancer awareness and encouraged all to be safe and aware.

#### **5.c. 2024 Municipal Clerk Week**

Exhibit: Agenda Report Number 5.c.

Mayor Reilly read the proclamation into the record and asked Mr. Kohler to come forward and accept the proclamation.

#### **5.d. Developing New Shoreline Techniques – Marine Resource Council (MRC)**

Exhibit: Agenda Report Number 5.d.

Ms. Mara Skadden, the Director of Science of the Marine Resource Council (MRC) introduced herself to Council. The Marine Resource Council was founded in 1983 by Florida Tech professors, with the intent of improving the state of the Indian River Lagoon. As Florida sees more growth, the shoreline has become developed. Seawalls and bulkheads are the main current approach to protecting the shoreline. These are expensive and not environmentally sound. Living shoreline restoration is an alternative option. Natural living shorelines, hybrid living shorelines, and structural living shorelines are all possible. Mangroves are a critical habitat and are excellent for living shorelines. They absorb between 75-90% of wave energy. There are also Reef Arches. These are PH neutral and act as a breakwater. There were 3 installed around the Lagoon House in the last year. They have seen a large increase in the number of animals who are in the area. They are very easy to permit, develop and install. The cost is about 260\$ per linear foot. Seawall would cost about \$700, and rock revetment is about \$500. The total project cost is about \$2 million. Ms. Skadden is hoping to apply for grant funding to develop this project as the Rocky Point Road repairs move along. She has requested State Rep Debby Mayfeild include this project in her state appropriation. She could also apply for a Noah's Coastal Resilience grant, which would require matching grants. FWC could also assist with helping to develop residential assistance. She is seeking support from the Town as she moves forward in this project. They hope to work north to south along the road. MRC would monitor the project for at least 2 years past installation.

Mayor Reilly requests Ms. Skadden discuss a Town Hall meeting she hosted with residents. Ms. Skadden states the design has changed since the meeting. She remembers some push back on the idea of mangroves, but the project will work with individuals who are uninterested. CM Scardino asks if it would negatively affect those who don't want it? Ms. Skadden states they would experience higher levels of erosion, and they would be required to sign a waiver. CM Acquaviva asks who would tend to the mangroves? Ms. Skadden states the MRC can hedge them at the nursery to limit their vertical growth. The residents would have to maintain the horizontal growth. CM Acquaviva asks if this would affect boat traffic? Ms. Skadden states they will be 8 ft off the shore, and the docks are a minimum of 50 feet. CM Scardino asks who would maintain the vegetation after it is installed? Ms. Skadden states it would be the homeowner's responsibility, but they must adhere to state regulations. Mayor Reilly reminds Ms. Skadden that Senator Mayfeild will term out shortly. Mayor Reilly asks if Council is ready and willing to vote on this tonight? CM Scardino states he would like to think about it and hear from the residents on Rocky Point. CM Vail encourages the residents of Rocky Point to let the Town know how they feel. Ms. Skadden states there are 64 homes in Rocky Point Road. In the north section of the road, there is only 1 homeowner in opposition. CM Acquaviva asks what the maintenance is on the structure? Ms. Skadden states they become habitat when they go into the water. CM Scardino asks what happens during a Hurricane? Ms. Skadden states it will help to protect the shore, and the mangroves behind the structure will help protect it. In past storms, they stay underwater, and do

not float or drift. CM Vail asks if these have been deployed in an area that received a hurricane? Ms. Skadden states yes, and there was very minimal shoreline erosion. CM Scardino asks if they will float away individually? Ms. Skadden states they are tied together in links of 13. Mayor Reilly asks if the materials are biodegradable? Ms. Skadden states these will not break down. She has a group coming to see the ones in Palm Bay on June 13<sup>th</sup>.

**Rob Russo, Rocky Point Road**, states once the sediment is built up and the mangroves are established, it will protect the shoreline from erosion. The river came up about 6 feet during the last hurricane.

Mayor Reilly confirms this will go on a future agenda. TM Morrell states this is a long process, but the MRC needs to know if we support this project. She suggests including this on the next agenda. CM Vail asks if Council can reach out to the residents of Rocky Point Road? TM Morrell states absolutely.

6. **ATTORNEY REPORT:** None

7. **BCSO REPORT:** None

8. **BOARD / COMMITTEE REPORTS:**

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

Exhibit: Agenda Report Number 8.a.

Clerk Kohler states that at the last T&GC meeting, they approved the first installment of the Malabar Trail Video Series, showing the Green Trail through the Cameron Preserve. The video has been posted to the Town's Facebook page, and the Malabar Virtual Trailhead website. Staff has already begun work on a second video highlighting the Impala Trail. The Committee also recommended that the Town consider amending the Zoning Designation of the Nature Preserves in Town from Institutional (INS) to a new Conservation designation. The request was sparked by F.S. 253.0341, which provides for the surplus of State-owned lands. Does Council wish to direct Staff to begin developing a new zoning district intended for Conservation?

Mayor Reilly states former Clerk Franklin was approached to change the zoning, and it was not advantageous for us to change the code. Its FLUM is conservation, and its zoning is institutional. Mayor Reilly states he is not in favor. CM Hofmeister asks what the downside would be? TM Morrell states that she has reviewed this in the past year. The land is owned by the State, and they are managed by the County. Attorney Bohne states it would be a comp plan amendment. Council consensus is to leave this alone.

**8.b. Parks and Recreation Board**

Exhibit: Agenda Report Number 8.b.

Clerk Kohler states that the Board has continued planning the October 19<sup>th</sup> FallFest event. The event will include costume and pumpkin carving contests. The Board has requested members of Council act as judges for these contests. Council consensus is reached to participate.

The new pavilion at Eschenberg Park has been installed, and a picnic bench has been placed under the pavilion. Also discussed was the status of existing park facilities. The Board requested the removal of the fire pit and the removal of old benches at Sandhill Trailhead. Also noted was the rust on several features in Malabar Community Park, including the Playground Shade Structure, Pavilions, and tire swing. Staff is seeking quotes from area sand blasters who would be able to remove the rust and repaint the structure. CM Vail asks why are we sandblasting? TM Morrell states this is maintenance and Staff will bring back the quotes once they are prepared. CM Vail asks what a new structure would be? TM Morrell states we will research it for future discussion. Mayor suggests a cost trade study.

**8.c. Planning and Zoning Board**

**9. STAFF REPORTS**

**9.a. Manager**

TM Morrell began by stating the contractor has mobilized for the Rocky Point Road repair project. It is a bit of a slow start, but once they get going, we expect it to move quickly. Corey and Briar Creek Blvd are being looked at for repaving this fiscal year. Benjamin is being considered, but that may need to be next year. She feels it may be a widening project instead of a repaving. There is a past resolution from Grant-Valkaria to work together for that project. We will likely have a magistrate hearing in June. She has distributed to Council information on the Palm Bay water expansion project. That will bring public water from Corey Road to the Fire Station. She has finally heard back from the employment attorney about our new handbook. New D/E just began this morning. The Fire Chief position has been posted to Government Jobs.Com. The budget process is beginning! Staff will begin meeting and requesting recommendations from Boards and Committees. Staff is also meeting with FLC to discuss future health insurance coverage. Also, the FD union contract expires in November.

**9.b. Clerk**

Exhibit: Agenda Report Number 8.b.

Clerk Kohler states that he was able to create a spreadsheet to track all of the Road Paybacks due throughout Town. Delinquent notices were sent to all past due BTR holders. There are currently 11 delinquent local businesses, and 14 insurance agencies operating under expired BTRs. In drafting Ordinance 2024-04, amending Table 1-3.3(A), Staff found a conflict in the suggested changes to the code when removing the Single-family requirements from the RM-4 and RM-6 Zoning Districts. Table 1-3.2 (Land Use By Districts) would have to be amended to remove "P" for permitted under RM-4 and RM-6. Chapter 1 of the Town's Comprehensive Plan lists Medium Density Residential Development as allowing single family homes, and it includes the RM-4 Zoning district. RM-6 is considered High Density Residential Development and has no mention of Single-family development. If Council wishes, single-family home requirements can be removed from the RM-6 zoning district and can remain in RM-4. If Council wishes to remove the single-family home requirements from both zoning districts, and Comprehensive Plan Amendment will be required. Staff can have Ordinance 2024-04 prepared with the removal of RM-6 by the May 20<sup>th</sup> RTCM. CM Scardino suggests removing RM-4 completely. Attorney Bohne states he sees no issue with removing RM-4 as a zoning district. TM Morrell suggests providing the wastewater table in one ordinance (Repeal 2008 removal) and using the rest for a future amendment. Finally, at today's TPO TAC/CAC meeting, the Committees voted to amend the requirements for membership, and included that all members must be Contracted or employed by the municipality they represent.

**10. 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):

**11. PUBLIC HEARINGS: 2**

**11.a. SECOND READING – Amend Town of Malabar Code Section 1-5.6, Accessory Buildings to Allow Shipping Containers for Storage Only (Ordinance 2024-02)**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING THE TOWN'S LAND DEVELOPMENT CODE; AMENDING ARTICLE V, GENERAL PROVISIONS; AMENDING SECTION 1-5.6, ACCESSORY BUILDINGS; ADDING SUBSECTION E, "CARGO CONTAINERS FOR PERMANENT STORAGE"; PROVIDING FOR A DEFINITION OF A CARGO CONTAINER; PROVIDING FOR CONDITIONS AND



RESTRICTIONS REGARDING CARGO CONTAINERS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 11.a.

Clerk read by title only.

Staff Comments: TM Morrell states this has been back and forth from Council and Planning and Zoning. This Ordinance does not allow it for habitation and provides additional requirements.

**PH Opened**

**PH Closed.**

**MOTION: CM Scardino/CM Hofmeister to approve the Final Reading of Ordinance 2024-02.**

Discussion: None

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

**11.b. SECOND READING - Referendum Question for November 5, 2024, Election: Municipal Services Taxing Unit (MSTU) (Ordinance 2024-03)**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY FLORIDA; CALLING AND SCHEDULING A PERIODIC ELECTION TO DETERMINE IF THE TOWN SHOULD CONTINUE TO PARTICIPATE IN THE BREVARD COUNTY MUNICIPAL SERVICE TAXING UNIT (MSTU) FOR LAW ENFORCEMENT; PROVIDING FOR THE MANNER IN WHICH SUCH ELECTION SHALL BE CONDUCTED; ESTABLISHING THE FORM OF THE BALLOT FOR SUCH ELECTION; PROVIDING REPEAL AND AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 11.b.

Clerk read by title only.

Staff Comments: None

**PH Opened.**

**PH Closed.**

**MOTION: CM Vail/CM Scardino to approve the Final Reading of Ordinance 2024-03.**

Discussion: None.

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

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

**13. ACTION ITEMS:**

**ORDINANCES FOR FIRST READING: 0**

**RESOLUTIONS: 3**

**MISCELLANEOUS: 0**

**13.a. Acceptance of a Temporary Easement for Prosperity Lane (Resolution 07-2024)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR A TEMPORARY EASEMENT AGREEMENT ALONG THE PROSPERITY LANE RIGHT OF WAY IN SECTION 10, TOWNSHIP 29, RANGE 37; PROVIDING FOR THE SUNSET AND TERMINATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 13.a.

Clerk read by title only.

Staff Comments: TM Morrell states this is similar to Candy Lane. We are including the easement before final acceptance of the road.

**MOTION: CM Vail/CM Acquaviva to approve Resolution 07-2024.**

Discussion: Mayor Reilly asked if the cul-de-sac would be in the easement? TM Morrell states yes it will.

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

**13.b. Acceptance of a Statewide Mutual Aid Agreement (Resolution 08-2024)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR FINDINGS; PROVIDING FOR THE ADOPTION OF A NEW STATEWIDE MUTUAL AID AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT IN COMPLIANCE WITH CHAPTER 252 OF THE FLORIDA EMERGENCY MANAGEMENT ACT; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 13.b.

Clerk read by title only.

Staff Comments: Clerk Kohler states this is a standard agreement sent to us by the State.

**MOTION: CM Acquaviva/CM Hofmeister to approve Resolution 08-2024.**

Discussion: None

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

**13.c. Acceptance of the Fiscal Year 2022/2023 Financial Audit (Resolution 09-2024)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE ACCEPTANCE OF THE ANNUAL AUDIT REPORT PROVIDED FOR THE FISCAL YEAR 2022-2023 BY THE AUDIT FIRM JAMES MOORE AND CO.; AND PROVIDING FOR AN EFFECTIVE DATE.

Clerk read by title only.

Staff Comments: None

**MOTION: CM Hofmeister/CM Vail to approve Resolution 09-2024.**

Discussion: None

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

**14. DISCUSSION/POSSIBLE ACTION: 1**

**14.a. Fire Department Travel to Lake City Forestry Complex**

Exhibit: Agenda Report Number 14.a.

Staff Comments: TM Morrell states the FD has asked to seek a new brush truck build. They are hoping to have a body to bring back and build as a front line brush truck. The yard is a government surplus yard. CM Vail states he saw two hose reels in a surplus list, and he requests they be removed as they will be helpful in a future brush truck build. Council consensus is reached to remove the hose reels from the surplus list.

**MOTION: CM Hofmeister/CM Scardino to approve travel to Lake City Forestry Complex.**

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

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

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

**CM Acquaviva:** None

**CM Vail:** None

**CM Clevenger:** None

**CM Scardino:** None

**CM Hofmeister:** None

**Mayor Reilly:** Mayor breakfast is May 17<sup>th</sup>. TM morrell states all charter officers will be in attendance. He also thanked Ms. Austin for her assistance with the audit.

16. **ANNOUNCEMENTS:** (1) Vacancy on the Planning & Zoning Board; (2) Vacancies on the Parks and Recreation Board; (2) Vacancies on the Board of Adjustment; (2) Vacancies on the Trails and Greenways Committee.
17. **ADJOURNMENT:** There being no further business to discuss and without objection, the meeting was adjourned at 9:01 P.M.

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

ATTEST:

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

Date Approved: 05/20/2024 .

DRAFT

# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

**AGENDA ITEM NO: 6.a.**  
Meeting Date: April 15<sup>th</sup>, 2024

Prepared By: Lisa Morrell, Town Manager

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**SUBJECT:** Town Manager

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### **BACKGROUND/HISTORY:**

**National Pollutant Discharge Elimination System (NPDES) Permit Renewal:** Submitted Notice of Intent 12/25/2023 and awaiting review and or input by Florida Department of Environmental Protection. The permit fee has been paid and the final process includes a Draft Package, Public Advertisement by FDEP, a public comment period, and Intent to Issue with Legal Advertising for approval and issuance with new best management practices/procedures (BMP).

**Onsite Sewage Treatment and Disposal Systems (OSTDS)** New state mandate to coordinate with FDEP & FDOH (Florida Department of Health) for septic tanks and public sewer systems. No major update to date. Draft Report submitted timely and early, accepted with 3 questions back for final report due in August 2024. Coordinated and shared with City of palm Bay Utilities as the water utility authority for Town of Malabar. Clean Waterways Act requires coordination with local municipalities with FDEP & FDOH (Dept of Health).  
Procurement:

**Rocky Point Shoreline Restoration / Revetment Project** has commenced at the south end of the roadway at area one. Engineer approved materials, toe rock, fill, and fabric, have been delivered with excavation and distribution per plan.





**Road Maintenance - Resurfacing:** The first bundled project areas with specification estimates sent to the paving contractor for Rocky Point Road 200' road repair section, repaving the entire roadway, with Coral Way, Coquina Terrace, Huggins, Reef Place, Township, and Corey Road. The Town is tentatively scheduled for July repaving activities with the contractor and awaiting final proposals for a future Town Council meeting approval of expenses and projects.

Benjamin Road is in review for widening for resurfacing improvement.

**Human Resources:** The Town received 4 applications for the Fire Chief vacancy position with Interviews tentatively scheduled for the week Of May 29<sup>th</sup> with all 4 Lieutenants.

The Public Works Department has a vacancy and may be filled with a minor reorganization.

Employee Handbook update is progressing forward with a discussion schedule in June with the employment attorney. The Town has received comments back from the review and responded, a discussion shall occur to finalize the documents for legal terms and conditions. Whereas discussions regarding operational items and policies will ensue.

### **Streets & Roads:**

Weir/Gilmore Stormwater Project – Public Works is in the project closeout period with mitered ends poured for the piped drainage connections at the southern connections of Gilmore and Weir Streets to Allen with a westerly outfall to Corey Road.

LaCourt ditching has commenced on east and west sides as a 2-week project to remove sediment and slope by elevation flow.

Coquina Terrace has a failed stormwater culvert with a quote/bid specification being prepared for outsourcing due to many conflicts of other utilities and short resources of in-house staffing.

Kelly Lane to Atz requires a drainage improvement from increased water flows from private property tributary creating impassable road hazards. The area of Atz and Weber lacks a connection to the Town's main stormwater conveyance system and needs review and a solution, temporary to permanent for maintenance.

Rebel and Reese Road have noted increased flooding, and the source has yet to be determined, monitoring and assessing the area for blockages and or changes affecting the area.

Ski Lane has a stormwater weir installed on private property approved when the road was constructed and has failed, a modification to the flow and outfall are in review and shall with the property owner and Town staff to relocate maintenance of stormwater to the public right of way.

West of Corey Road lies a main ditch for stormwater conveyance that receives herbicide treatment yet needs to be ditched and cleaned; are north of the Stillwater Preserve Subdivision.

**Code:**

Closure of several cases that have complied. Commence some new requests for enforcement for vegetation and culverts as well as two cases presenting challenge for compliance.

**COOP -Continuity of Operations Plan – Emergency Operation**

# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

**AGENDA ITEM NO: 6.b.**

Meeting Date: May 20<sup>th</sup>, 2024

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT:** Town Clerk

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### **BACKGROUND/HISTORY:**

Staff has continued to prepare additional records to be scanned and added to the Laserfiche repository. The first batch of records sent included 53 bankers' boxes of Building Department Records. Staff is preparing a second batch to be sent, including Minutes, Resolutions, Ordinance, permanent retention Building Records, as well as other miscellaneous documents. There are currently 32 boxes ready to be scanned, with possibly double that amount being prepared. The goal is to reduce the on hand paper inventory, reduce storage expenditures, and provide a more accessible repository of records for both Staff and the residents.

Staff has also begun requesting budget ideas and requests from the Town Boards and Committees. The Planning and Zoning Board is required by the Town Charter to review the Capital Improvement Plan. The Parks and Recreation Board and Trails and Greenways Committee have been prompted to provide project recommendations to Council. All board and Committee recommendations will be brought to Council for review during the budget process.

### **ATTACHMENTS:**

- None

### **ACTION:**

- None.

# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

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

**Meeting Date: May 20<sup>th</sup>, 2024**

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

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**SUBJECT: FIRST READING – Amend Town of Malabar Land Development Code Section 1-3.3, Size and Dimension Criteria, Table 1-3.3(A) to Include Maximum Density (Units Per Acre) Without Central Water and Wastewater. (Ordinance 2024-04)**

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### **BACKGROUND/HISTORY:**

At the April 15<sup>th</sup> RTCM, Town Council considered the advisement of the Planning and Zoning Board regarding amending the Town Code to re-include a previously deleted column in Table 1-3.3(A). Ordinance 2004-08 removed a column in Table 1-3.3(A) that provided the Maximum Density (Units per Acre) Without Central Water and Wastewater. At that time, the Council felt that they were not the permitting agency for central water and wastewater, and that they had no reasonable control over this issue. It has since been recommended that the column be re-included in the Table.

At the March 27<sup>th</sup> Planning and Zoning Board Meeting, the Board recommended unanimously that a series of changes be made to Table 1-3.3(A), including changes to the Maximum Building Coverage, RM-4, RM-6, Minimum Floor Area, and other formatting changes. During the Staff review, it was found that these changes would cause conflicts with other portions of the Code, as well as the Town Comprehensive Plan. At the May 6<sup>th</sup> RTCM, Council indicated that they wished to pass an Ordinance re-including the column of Maximum Density (Units Per Acre) Without Central Water and Wastewater immediately and develop the remaining changes at a future date.

A list of changes included in the Table are as follows:

- Add the column with the column header “Maximum Density w/o Central Water & Wastewater” as the last column in Table 1-3.3(A).
- Add “0.66” in the RR-65 row of the new “Maximum Density w/o Central Water & Wastewater” column.
- Add “1.00” in the RS-21 row of the new “Maximum Density w/o Central Water & Wastewater” column.
- Add “1.00” in the RS-15 row of the new “Maximum Density w/o Central Water & Wastewater” column.
- Add “1.00 in the RS-10 row of the new “Maximum Density w/o Central Water & Wastewater” column.
- Add “1.00” in the RM-4 row of the new “Maximum Density w/o Central Water & Wastewater” column.
- Add “1.00” in both RM-6 rows of the new “Maximum Density w/o Central Water & Wastewater” column.



- Add “2.00” to both residential R/LC rows of the new “Maximum Density w/o Central Water & Wastewater” column.
- Add “N/A<sup>8</sup>” to the commercial R/LC row of the new “Maximum Density w/o Central Water & Wastewater” column.
- Add “1.00” to the R-MH row of the new “Maximum Density w/o Central Water & Wastewater” column.
- Add “N/A<sup>8</sup>” to the OI row of the new “Maximum Density w/o Central Water & Wastewater” column.
- Add “N/A<sup>8</sup>” to the CL row of the new “Maximum Density w/o Central Water & Wastewater” column.
- Add “N/A<sup>8</sup>” to the CG row of the new “Maximum Density w/o Central Water & Wastewater” column.
- Add “N/A<sup>8</sup>” to the IND row of the new “Maximum Density w/o Central Water & Wastewater” column.
- Add “N/A<sup>8</sup>” to the INS row of the new “Maximum Density w/o Central Water & Wastewater” column.
- Add to Table 1-3.3(A) footnote 8 as “N/A<sup>8</sup> shall mean Not Applicable to Town regulations but may require permitting and approvals from outside agencies.”

If Council approves the First Reading of this Ordinance, Staff will prepare and advertise for a Public Hearing for the Final Reading at the June 17<sup>th</sup> RTCM.

**ATTACHMENTS:**

- Ordinance 2024-04

**ACTION:**

- Motion to approve the First Reading of Ordinance 2024-04.

## **ORDINANCE 2024-04**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING SECTION 1-3.3 – SIZE AND DIMENSION CRITERIA; AMENDING TABLE 1-3.3(A); ADDING MAXIMUM DENSITY (UNITS PER ACRE) WITHOUT CENTRAL WATER AND WASTEWATER AS A COLUMN; PROVIDING FOR CONTENTS OF SAID COLUMN; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

**WHEREAS**, the Town of Malabar is seeking to preserve the rural residential lifestyle described in the Town Charter; and

**WHEREAS**, a local government agency has the authority to amend their Zoning Codes to better accommodate the needs of the municipality; and

**WHEREAS**, the Town Council requested the Planning and Zoning Board review Table 1-3.3(A) and provide recommended changes for Council review; and

**WHEREAS**, the Malabar Planning and Zoning Board, on March 27, 2024, unanimously recommended that the Town Council approve the textual amendments to ensure clarity and interpretation of the code; and

**WHEREAS**, Town Council has determined that the proposed amendments serve the public health, safety, and welfare of the citizens of the Town of Malabar, Florida.

**NOW THEREFORE BE IT ORDAINED** by the Town Council for the Town of Malabar, Brevard County, Florida:

**SECTION 1.** Findings. The above statements are true and correct.

**SECTION 2.** ARTICLE III, SECTION 1-3.3, SIZE AND DIMENSION CRITERIA, TABLE 1-3.3(A) SIZE AND DIMENSION REGULATIONS is hereby amended as more particularly depicted in Exhibit “A” attached hereto.

**SECTION 3.** **Severability.** If any provisions of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, such invalid or unconstitutional portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the other portions of this ordinance, provided the remaining portions effectuate the purpose and intent of this ordinance.

**SECTION 4. Conflicting Provisions.** In the case of a direct conflict between any provisions of this ordinance and a portion or provision of any other appropriate federal, state, or town law, rule, code or regulations, the more restrictive shall apply.

**SECTION 5. Inclusion in Code.** It is the intention of the Town Council that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the Town of Malabar.

**SECTION 6. Effective Date.** This Ordinance shall take effect ninety (90) days after the adoption of this Ordinance.

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

Council Member Marisa Acquaviva	_____
Council Member Brian Vail	_____
Council Member Jim Clevenger	_____
Council Member David Scardino	_____
Council Member Mary Hofmeister	_____

This ordinance was then declared duly passed and adopted this \_\_\_\_ day of \_\_\_\_ 2024.

**TOWN OF MALABAR**

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

**ATTEST:**

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

(seal)

Approved for Legal Sufficiency:

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

First Reading: \_\_\_\_\_

Vote: to .

Second Reading: \_\_\_\_\_

Vote: to .

Exhibit "A" (Note to codifier: additions are depicted by underlines and deletions are depicted by ~~strikethroughs~~)

Zoning District	Minimum Lot (1)			Maximum Height (ft./stories)	Minimum Living Area (sq. ft.)	Setback (ft.) (2)				Maximum Impervious Surface Ratio (%)	Maximum Building Coverage	Minimum Open Space (%)	Maximum Density (units per acre) w/Central Water & Wastewater	<u>Maximum Density (units per acre) w/o Central Water &amp; Wastewater</u>
	Size (sq. ft.)	Width (ft.)	Depth (ft.)			Front	Rear	Side (I)	Side (C)					<u>Central Water &amp; Wastewater</u>
<b>Rural Residential Development</b>														
RR-65	65,340	150	250	35/3	1,500	40	30	30	30	20	N/A	80	0.66	<u>0.66</u>
<b>Traditional Single Family Residential Development</b>														
RS-21	21,780	120	150	35/3	1,800	35	20	15	15	35	N/A	65	2.00	<u>1.00</u>
RS-15	15,000	100	120	35/3	1,500	30	20	15	15	45	N/A	55	2.00	<u>1.00</u>
RS-10	10,000	75	100	35/3	1,200	25	20	10	10	50	N/A	50	4.00	<u>1.00</u>
<b>Multiple Family Residential Development</b>														

Exhibit "A" (Note to codifier: additions are depicted by underlines and deletions are depicted by ~~strikethroughs~~)

RM-4	5 Acres Minimum Site	200	200	35/3	1 Bedroom: 900 2 Bedroom: 1100 3 Bedroom: 1300 Each Additional Bedroom: 120	60	40	40	40	50	N/A	50	4.00	<u>1.00</u>
RM-6	5 acres Minimum Site	200	200	35/3	Single Family:	25	20	10	10	50	N/A	50	6	<u>1.00</u>
					Multiple Family: 1 Bedroom: 500 2 Bedroom: 700 3 Bedroom: 900 Each Additional Bedroom: 120	60	40	40	40	50	N/A	50	6	<u>1.00</u>

**Mixed Use Development**

**Exhibit "A" (Note to codifier: additions are depicted by underlines and deletions are depicted by ~~strikethroughs~~)**

Zoning District	Minimum Lot (1)			Maximum Height (ft./stories)	Minimum Living Area (sq. ft.)	Setback (ft.)(2)				Maximum Impervious Surface Ratio(%)	Maximum Building Coverage	Minimum Open Space(%)	Maximum Density (units per acre) w/Central Water & Wastewater	<u>Maximum Density (units per acre) w/o Central Water &amp; Wastewater</u>
	Size (sq. ft.)	Width (ft.)	Depth (ft.)			Front	Rear	Side (I)	Side (C)					
R/LC	20,000	100	150	35/3	Single Family:	25	20	10	10	50	N/A	50	4	<u>2.00</u>
					Multiple Family: 1 Bedroom: 500 2 Bedroom: 700 3 Bedroom: 900 Each Additional Bedroom: 120	50	25	10 <sup>4</sup>	20	65	N/A	35	6	<u>2.00</u>
					Commercial: 900						0.20			<u>N/A<sup>8</sup></u>
<b>Mobile Home Residential Development</b>														
R-MH	Site: 5 Acres Lot: 7000					10	8	8	10	50	N/A	50	6.00	<u>1.00</u>
<b>Office Development</b>														

**Exhibit "A" (Note to codifier: additions are depicted by underlines and deletions are depicted by ~~strikethroughs~~)**

OI	20,000	100	150	35/3	Minimum Floor Area: 1000	35/60	25	20	25	65	20	35	N/A	<u>N/A</u> <sup>8</sup>
<b>Commercial Development</b>														
CL	20,000	100	150	35/3	Minimum Floor Area: 900	50	25	10 <sup>4</sup> 15 <sup>3</sup>	20	65	0.20	35	N/A	<u>N/A</u> <sup>8</sup>
					Min. Area: 900 Max. Area 4,000									
CG	20,000	100	150	35/3	Minimum Floor Area: 1200 Minimum Hotel/Motel Area: 300 Each Unit	50	25	20 <sup>4</sup> 15 <sup>3</sup>	30	65	0.20	35	N/A	<u>N/A</u> <sup>8</sup>
<b>Industrial Development</b>														
IND	20,000	100	150	35/3	Minimum Floor Area: 1200	50 100 <sup>5</sup>	25 100 <sup>5</sup>	20 100 <sup>5</sup>	30 100 <sup>5</sup>	70	0.42	30	N/A	<u>N/A</u> <sup>8</sup>
<b>Institutional Development</b>														
INS	20,000	100	150	35/3	Minimum Floor Area: 1200	50	25	20	30	60	0.20 0.10 <sup>6</sup>	40	N/A	<u>N/A</u> <sup>8</sup>



Exhibit "A" (Note to codifier: additions are depicted by underlines and deletions are depicted by ~~strike-throughs~~)

<b>Coastal Preservation</b>	
CP	No Size or Dimension Standards Adopted.

<sup>1</sup> Minimum size sites and lots include one-half of adjacent public right-of-way.

<sup>2</sup> Minimum setbacks determined from the existing right-of-way line where the yard abuts a public street pursuant to the above cited standards or from the center of the right-of-way pursuant to Table [1-3.3\(E\)](#) whichever is most restrictive.

<sup>3</sup> Setback where rear lot line abuts an alley.

<sup>4</sup> Setback shall be greater where side property line abuts a district requiring a larger setback on the abutting yard. In such case the more restrictive abutting setback shall apply.

<sup>5</sup> Where any yard of industrial zoned property abuts a residential district, the building setback for such yard shall be 100 feet.

<sup>6</sup> Recreation activities maximum FAR shall be .10.

<sup>7</sup> In RR-65 Zoning, side and rear setback may be reduced for accessory structures to equal the height of the accessory structure but under no condition be reduced to less than 15 feet. If the height of the accessory structure height is 20 feet, the side and rear setbacks for that building would be 20 feet.

<sup>8</sup> N/A<sup>8</sup> shall mean Not Applicable to Town regulations but may require permitting and approvals from outside agencies.

# TOWN OF MALABAR

## TOWN COUNCIL MEETING

AGENDA ITEM NO: 10.b.

Meeting Date: May 20, 2024

Prepared By: Makayla Austin, Town Treasurer

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**SUBJECT:** Renew Audit Engagement with James Moore, CPA (Resolution 10-2024)

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### **BACKGROUND/HISTORY:**

In 2017 Malabar Town Council directed we advertise for proposals from audit firms as recommended by governmental accounting principles. Council appointed a three-member audit selection committee to review, score and recommend an audit firm from the four submittals.

James Moore, CPA, has performed the last six years audits. We can renew the terms of Engagement for an additional three-year term up to one additional time before it is again recommended to perform the periodic solicitation.

### **FINANCIAL IMPACT:**

The 2023 audit was contracted to be done for \$21,500.00. The proposed fees for the next three years are:

2024 - \$25,000.00

2025 - \$26,000.00

2026 - \$27,000.00

### **ATTACHMENTS:**

Resolution 13-2024 renewing engagement with James Moore, CPA for another three-year term

### **ACTION OPTIONS:**

Request Action on Resolution 13-2024

**RESOLUTION 10-2024**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR COUNCIL APPROVAL OF THE RENEWAL ENGAGEMENT FOR AUDIT SERVICES BY JAMES MOORE, CPA FOR THE TOWN OF MALABAR FOR FISCAL YEARS ENDING SEPTEMBER 30, 2024, 2025, 2026; PROVIDING FOR ADMINISTRATION AND FEES; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Malabar Town Council performed the recommended periodic solicitation for Proposals for the annual auditing services in 2017 in accordance with best practices of Governmental Accounting Principles; and

**WHEREAS**, Malabar Audit Selection Committee reviewed and scored the proposals based on criteria identified in Florida Statute 218 and then forwarded their recommendation to Council to select James Moore, CPA; and

**WHEREAS**, Malabar Town Council considered the proposals and the Committee's recommendation and selected James Moore CPA to produce the audit of the Town's financial statements starting with the Fiscal Year ending 9/30/17 and continuing through 9/30/2020.

**WHEREAS**, Malabar Town Council renewed the engagement for an additional three-year period as stated in Resolution 13-2020 that detailed the duties, responsibilities and fees charged to produce the audit of the Town's financial statements each of the years 2021, 2022 and 2023.

**WHEREAS**, Malabar Town Council desires to renew the engagement for an additional three-year period as stated in the attached Engagement Agreement dated May 8, 2024 (Exhibit "A") that details the duties, responsibilities and fees charged to produce the audit of the Town's financial statements each of the years 2024, 2025 and 2026.

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

**Section 1.** The above recitals are true and correct and are considered an integral part of this resolution.

**Section 2.** The Town Council of Malabar, Brevard County, Florida, hereby authorizes and directs the Town Clerk to notify James Moore, CPA and provide them with a signed copy of this resolution and the Engagement Agreement for their audit services for the Fiscal Years ending September 30, 2024, 2025 and 2026.

**Section 3.** This resolution shall become effective immediately upon its adoption.

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

Council Member Marisa Acquaviva	_____
Council Member Brian Vail	_____
Council Member Jim Clevenger	_____
Council Member David Scardino	_____
Council Member Mary Hofmeister	_____

This Resolution was then declared to be duly passed and adopted this 20<sup>th</sup> day of May 2024.

**TOWN OF MALABAR**

By:

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Mayor Patrick T. Reilly, Council Chair

**ATTEST:**

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Richard W. Kohler  
Town Clerk

(seal)

Approved as to form and content:

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Karl W. Bohne, Jr.  
Town Attorney

May 8, 2024

To the Honorable Mayor and Town Council,  
Town of Malabar, Florida:

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Malabar, Florida (the Town) as of September 30, 2024, 2025, and 2026, and for the years then ended, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the Town's compliance over major federal award programs and major state projects for the years ended September 30, 2024, 2025, and 2026. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Town's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the Town complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Pension and OPEB schedules (as applicable)

Supplementary information other than RSI will accompany the Town's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic

financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Nonmajor fund combining schedules (if applicable)
2. Schedule of expenditures of federal awards and state financial assistance (if applicable)

### **Data Collection Form**

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the governing body of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

### **Reporting on Key Audit Matters**

Management has not requested that we communicate key audit matters in our auditors' report for this fiscal year.

### **Significant Risks Identified**

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

### **Audit(s) of Major Program and/or Major Project Compliance**

If applicable, our audit(s) of the Town's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the Town's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Town's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the Town's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Town's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the Town's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Town's compliance with the requirements of the state projects as a whole.



Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the Town's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Town's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the Town is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the Town complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and

- state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
  10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
  11. For taking prompt action when instances of noncompliance are identified;
  12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
  13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
  14. For submitting the reporting package and data collection form to the appropriate parties;
  15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
  16. To provide us with:
    - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
    - b. Additional information that we may request from management for the purpose of the audit;
    - c. Unrestricted access to persons within the Town and others from whom we determine it necessary to obtain audit evidence.
    - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
    - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
  17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
  18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
  19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
  20. For informing us of any known or suspected fraud affecting the Town involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
  21. For the accuracy and completeness of all information provided;
  22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
  23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
  24. For identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements, and grants.
  25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

### **Additional Examination Engagements**

You have requested that we examine the Town's compliance for the fiscal years ended September 30, 2024, 2025, and 2026, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the Town complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

#### *Practitioner Responsibilities*

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the Town complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the Town's compliance with the Statutes. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

#### *Management Responsibilities*

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the Town complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the Town's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
  - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;

- b. Additional information that we may request from management for the purpose of the examination; and
- c. Unrestricted access to persons within the Town from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

### *Reporting*

We will issue a written report upon completion of our examination of the Town's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

### **Nonattest Services**

We will perform the following nonattest services: preparation of financial statements, preparation of schedule of expenditures of federal awards and state financial assistance and data collection form (if applicable), preparation of annual financial report (if requested). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its responsibilities. The Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Lisa Morrell, City Administrator) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, establishing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the Town with regard to different matters, but the Town must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Zach Chalifour is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<u>Year Ending September 30,</u>	<u>Audit Fee</u>	<u>Preparation of Annual Financial Report (if requested)</u>
2024	\$25,000	\$750
2025	\$26,000	\$750
2026	\$27,000	\$750

Should the Town be subject to a Federal and/or State Single Audit, an additional fee of \$3,000 per major program tested shall apply to the respective year under audit.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the Town's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees. The above fees assume a clean set of records (funds in balance, bank accounts reconciled and tied to general ledger, beginning equity balances agreed to prior year audit, interfund activity in balance, etc.); any additional cash-to-accrual assistance may be requested as a separate engagement for additional nonattest services.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2026, a new engagement can be entered into for an additional three-year period, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the Town's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S.

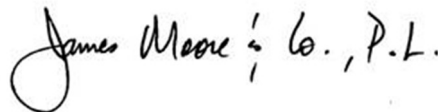
Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A, which is incorporated and made a part of this engagement letter by reference.

We appreciate the opportunity to be of service to the Town of Malabar, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Malabar, Florida.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Attachment A**  
**James Moore and Co., P.L.**  
**Standard Terms and Conditions**

The terms and conditions set forth below are incorporated into the engagement letter agreement pursuant to which James Moore & Co., P.L. (“JMCO”, the “Firm”) will provide services to the Town of Malabar (“Client”).

1. **Management’s Responsibilities** – Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client’s management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to JMCO. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and; therefore should review the return(s) carefully before signing and filing.
2. **Responsible Person** – Client designates the individual signing the engagement letter (“Representative”) as the individual to whom JMCO should look to provide information, communicate, and answer questions. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.
3. **Advice in Writing** – JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail.
4. **Unencrypted E-Mail Use Authorized for Communication** – In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail.

5. **Cooperation** – Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client’s data, information and personnel. Client shall be responsible for the performance of Client’s employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services required and/or terminate the engagement.
6. **Independent Contractor** – Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
7. **Payment of Invoices** – JMCO will bill Client for professional services, expenses, and out-of-pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment being due from Client. Upon written notification of termination, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination. Suspension of work or termination of the engagement may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of the engagement shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO’s net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO’s personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.
8. **Confidential & Proprietary Information** – Client and JMCO both acknowledge and agree that all information communicated by one party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this agreement or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other’s information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client’s confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party’s confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered into in the matter. In the event that Client wishes to assert



a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology, and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released. Notwithstanding the foregoing, the terms of this paragraph shall not apply to contravene any statute or regulation.

9. **Disclosures** – Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure.
10. **Force Majeure** – Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.
11. **Indemnification** – Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO's choosing) of JMCO, (including JMCO's principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys' fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances (1) in which there is a knowing misrepresentation by Client and/or its management relating to this engagement (2) arising out of or relating to claims by Client's employees or former employees/contractors for our critiques of employee performance and (3) third party use of JMCO work product. The foregoing indemnity is intended to apply to the extent not contrary to applicable law and/or regulations governing the provision of professional services. This provision shall survive the termination of this engagement for a period of five years. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.
12. **Errors, Fraud, Theft, Embezzlement, Illegal Acts** – Unless a Statement of Work specifically obligates JMCO to search for fraud, theft, embezzlement and/or illegal acts, JMCO services cannot be relied upon to disclose errors, fraud, theft, embezzlement or other illegal acts that may exist, nor will we be responsible for the impact on our services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any source or sources. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention.
13. **Document Retention and Ownership** – The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm's Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in

question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by JMCO (for example, adjusting entries and related support, data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO's internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file (which shall not include any obligation on JMCO's part to undertake a search of JMCO's electronic document and email files) to the requesting party.

14. **Hosting of Client Data** – JMCO does not Host, is not the custodian of, and accepts no responsibility for Client financial and non-financial data. Client acknowledges that it has sole responsibility for the storage and preservation of its financial and non-financial data.
15. **Professional Standards** – JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement. We will notify you if this issue arises.
16. **Information Shared with Professional Service Affiliates** – JMCO's professional service affiliates include James Moore Advisory, LLC which offers professional services including Human Resources, Technology and Data Analytics. From time-to-time JMCO shares information about entity (not individuals) clients such as name, address, email address, industry identifiers, enterprise size, contacts and phone number information with our professional service affiliates in connection with outreach programs to inform of services available through JMCO and its affiliates. No confidential financial information is shared with our affiliates unless you engage an affiliate to provide services at which time information necessary to provide services is shared between JMCO and its professional service affiliates. By signing the engagement letter, you expressly consent to the sharing of general information with JMCO's professional service affiliates about JMCO entity clients. If you do not agree to the sharing of information with our professional service affiliates, inform us and we will not share identified information.
17. **Use of Third Party Providers** – In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Those services are performed at various levels and in various aspects of JMCO's engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.

- 18. Limitation of Liability and Actions** – Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO’s maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this agreement. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.
- 19. Mediation** – Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association (AAA) in mediation session(s) in Alachua County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties.
- 20. Binding Arbitration** – All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement. The arbitration proceeding shall take place in Alachua County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the AAA. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the AAA’s panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the AAA or, failing party selection the panel members shall be appointed by the AAA), and the third member of the panel will be selected by the AAA will be licensed as a certified public accountant at the time of appointment to the panel (the “Arbitration Panel”). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a

state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award the Arbitration Panel shall issue a reasoned award. The Arbitration Panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same dispute would be barred by the applicable statute of limitations or statute of repose or this agreement. For the purposes of applying the statute of limitations or repose or this agreement, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such dispute.

21. **Employees** – Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee's last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client. If this provision is breached, client will pay 3 months' salary of the employee to JMCO.
22. **Posting and Distribution of Information** – JMCO's permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO's work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO's work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO. Except as prohibited by law and/or regulation, client agrees to indemnify JMCO, defend using counsel of JMCO's choosing and hold JMCO harmless from any and all claims that may arise from any differences between electronic and original signed versions of JMCO's work product.
23. **Assignment** – Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.
24. **Additional Work** – From time to time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter shall govern the additional work.
25. **Entire Agreement** – This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This engagement and the relationship between the parties shall be construed and enforced in accordance with, and governed by Florida law without giving effect to Florida's choice of law principles. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.



CPAs & Advisors

## REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

April 23, 2021

To the Members  
James Moore & Co., P.L.  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

*Haddox Reid Eubank Betts PLLC*

# TOWN OF MALABAR

## COUNCIL MEETING

**AGENDA ITEM NO: 10.c**  
**Meeting Date: May 20, 2024**

**Prepared By: Lisa Morrell, Town Manager**

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**SUBJECT:** Consideration for executing consent of assignment to Halff Associates, Inc from Singhofen and Associates, Inc.

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### **BACKGROUND/HISTORY:**

Town Council directed staff at the March 3, 2020 Regular Town Council Meeting to negotiate with Singhofen and Associates, Inc (SAI) for the Stormwater Asset management Master Plan and continuing services contracts with top three submittals for the Request for Qualifications, NO. 20-03 (RFQ).

Singhofen and Associates, Inc (SAI) has announced a merger with Halff Associates, Inc and noticed the Town of April 15, 2024, of the merger and provided a document for execution by the Town Manager, consenting to the merger.

Singhofen and Associates' contacts and projects will remain the same for the Town of Malabar according to the attached letter entitled Consent of Assignment.

### **ATTACHMENTS:**

SAI request for Consent of Assignment.pdf

### **ACTION OPTIONS:**

Motion to approve the consent of assignment document and authorize the Town Manager to execute Exhibit A, and assign the contract to Halff Associates, Inc. with headquarters located at 1201 N. Bowser Road Richardson, Texas 75081-2275, as identified and approved with the award of Request for Qualifications (RFQ) NO. 20-03 for Malabar Stormwater Master Plan, contract number 2020-011.10



TOWN OF MALABAR  
APR 15 2024  
RECEIVED

Matt Stinnett  
Town of Malabar  
2725 Malabar Road  
Malabar, FL 32950-4427

RE: Request for Consent to Assignment

Dear Matt:

Singhofen & Associates, Inc. (SAI) is pleased to announce that we are joining forces with a highly regarded peer, Halff Associates, Inc ("Halff") ([www.halff.com](http://www.halff.com)). This decision has been carefully considered by the three of us (Robert Gaylord, Mark Troilo and Kent Boulicault) and key members of our staff.

Providing successful and fulfilling careers for our staff and continued and expanded service to all of our clients, including yourself, was an overriding factor in our decision. Since our founding in 1983 by Pete Singhofen, SAI has set a high standard of work for all of our clients. We are proud of what we have accomplished over the years, and it is important to us that this legacy continues.

We considered a number of potential partner firms to meet these goals. Halff rose to the top because of their highly specialized expertise in services similar to our own, their high expectations for themselves as a firm and their company culture. Much like Pete and SAI, Dr. Halff formed his firm and became a pioneer in H&H modeling and floodplain management. We knew the caliber of the people working at Halff, but over the last six months, we have come to truly appreciate each of the core elements that make Halff who they are. We know you will as well.

What does this mean for you? First, SAI staff will continue working on your projects, and your project manager will continue to be your point of contact. Because of our partnership with Halff, we now have access to additional resources, making it easier to execute and expedite your most important projects.

We are confident that the partnership between Halff and SAI will bring significant benefits not only to our companies, but most importantly to our valued clients like you.

With the combined expertise, resources and services of both companies, we can now provide even more effective solutions to your most challenging problems.

This merger of two great firms is being conducted through an asset purchase agreement. As part of the sale of SAI's assets to Halff, SAI must assign all of its rights, title and interests in and to the contract(s) described in the attached **Exhibit "A"** as of April 1, 2024. If you agree with this Assignment Letter, please execute in the spaces provided below and return via email a scanned copy of this letter at your earliest convenience. This agreement gives your consent for SAI to assign your project's contract(s) to Halff. Should you have a specific process for making these assignments other than the above, please advise us and provide specific information.

Again, please know that your project manager and other SAI contacts will remain the same. There will be no change in the personnel attending to your project(s). All SAI staff are transferring over to Halff, and we expect this to be a transparent process for you.

Please call Kent Boulicault (407.923.4492), Robert Gaylord (407.924.4186) or Mark Troilo (407.658.0989) if you have any questions about the Assignment Letter or anything else related to the transaction between SAI and Halff.

We are very grateful to have you as a client and look forward to working with you in the future.

Sincerely,

SINGHOFEN & ASSOCIATES, INC.



Robert B. Gaylord, PE  
President



Mark X. Troilo, PE, CFM  
Vice President



Kent J. Boulicault, PE  
Vice President



The undersigned hereby acknowledges and consents to the matters set forth in this letter as of the \_\_\_\_ day of \_\_\_\_\_ 2024:

**Town of Malabar**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "A"

<b>Agmt Type</b>	<b>Number</b>	<b>Name</b>	<b>Contract Date</b>
Contract	2020-011.10	Malabar Stormwater Master P	6/2/2020

# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

**AGENDA ITEM NO: 11.a.**

Meeting Date: May 20<sup>th</sup>, 2024

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Discussion – Amend Town of Malabar Land Development Code Section 1-3.2, Land Use by District, Table 1-3.2, Land Use by District, and Section 1-3.3, Size and Dimension Criteria, Table 1-3.3(A) per recommendation by Planning and Zoning Board. (Ordinance 2024-05)**

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### **BACKGROUND/HISTORY:**

At the April 15<sup>th</sup> RTCM, Town Council considered the advisement of the Planning and Zoning Board regarding amending the Town Code to re-include a previously deleted column in Table 1-3.3(A). Ordinance 2004-08 removed a column in Table 1-3.3(A) that provided the Maximum Density (Units per Acre) Without Central Water and Wastewater. At that time, the Council felt that they were not the permitting agency for central water and wastewater, and that they had no reasonable control over this issue. It has since been recommended that the column be re-included in the Table.

At the March 27<sup>th</sup> Planning and Zoning Board Meeting, the Board recommended unanimously that a series of changes be made to Table 1-3.3(A), including changes to the Maximum Building Coverage, RM-4, RM-6, Minimum Floor Area, and other formatting changes. During the Staff review, it was found that these changes would cause conflicts with other portions of the Code, as well as the Town Comprehensive Plan. At the May 6<sup>th</sup> RTCM, Council indicated that they wished to pass an Ordinance re-including the column of Maximum Density (Units Per Acre) Without Central Water and Wastewater immediately and develop the remaining changes at a future date.

The remaining changes have been reviewed by Staff. A conflict of the Comprehensive Plan can be avoided by only removing the Single-Family dimensions for the RM-6 Zoning Designation and leaving the dimensions for RM-4. Chapter 1 Section 1-2.1.4 of the Comprehensive Plan stipulates that Zoning Designations under the Medium Density Residential Development (MDR) shall allow both multi-family, as well as single family structures. Chapter 1 Section 1-2.1.5 of the Comprehensive Plan regarding Zoning Designations under the High Density Residential Development (HDR) makes no mention of single family structure. Due to this, Staff is confident this change is in compliance with the Town's Comprehensive Plan.

A list of changes included in the Tables are as follows:

Table 1-3.2 "Land Use By District":

- Remove "P" as a permitted use for Single Family Dwellings under the RM-6 Zoning District.

Table 1-3.3(A) "Size and Dimension Regulations":

- Add "Zoning Code" row as the second row of the header for the table.
- Add "Size (sq. ft.)" in the Zoning Code Row second column.
- Add "Width (ft.)" in the Zoning Code Row third column.

- Add "Depth (ft.)" in the Zoning Code Row fourth column.
- Add "(feet/stories)" in the Zoning Code Row fifth column.
- Add "(Sq. ft.)" in the Zoning Code Row sixth column.
- Add "Front (Ft)" in the Zoning Code Row seventh column.
- Add "Rear (ft)" in the Zoning Code Row eighth column.
- Add "Side (ft) (I)" in the Zoning Code Row ninth column.
- Add "Side (ft) (C)" in the Zoning Code Row tenth column.
- Add "(%)" in the Zoning Code Row eleventh, twelfth, and thirteenth columns.
- Add "(Units per acre)" in the Zoning Code Row fourteenth and fifteenth columns.
- Add row directly under "Multiple Family Residential Development."
- Add "RM-4" in the Zoning District column of the newly created row directly under Multiple Family Residential Development.
- Add "5 Acres" to the Minimum Lot <sup>(1)</sup> Size (sq. ft.) column of the newly created row directly under Multiple Family Residential Development.
- Add "200" to the Minimum Lot <sup>(1)</sup> Width (ft.) column of the newly created row directly under Multiple Family Residential Development.
- Add "200" to the Minimum Lot <sup>(1)</sup> Depth (ft.) column of the newly created row directly under Multiple Family Residential Development.
- Add "35/3" to the Maximum Height column of the newly created row directly under Multiple Family Residential Development.
- Add "Single Family 1500" to the Minimum Living Area column of the newly created row directly under Multiple Family Residential Development.
- Add "60" to the Setback <sup>(2)</sup> Front (ft) column of the newly created row directly under Multiple Family Residential Development.
- Add "40" to the Setback <sup>(2)</sup> Rear (ft) column of the newly created row directly under Multiple Family Residential Development.
- Add "40" to the Setback <sup>(2)</sup> Side (ft) (I) column of the newly created row directly under Multiple Family Residential Development.
- Add "40" to the Setback <sup>(2)</sup> Side (ft) (C) column of the newly created row directly under Multiple Family Residential Development.
- Add "50" to the Maximum Impervious Surface Ratio column of the newly created row directly under Multiple Family Residential Development.
- Add "N/A" to the Maximum Building Coverage columns of the newly created row directly under Multiple Family Residential Development.
- Add "50" to the Minimum Open Space column of the newly created row directly under Multiple Family Residential Development.
- Add "4.00" to the Maximum Density w/Central Water & Wastewater column of the newly created row directly under Multiple Family Development.

- Add "1.00" to the Maximum Density w/o Central Water & Wastewater column of the newly created row directly under Multiple Family Development.
- Remove the row providing size and dimension regulations for Single Family Residential Development in the RM-6 Zoning District
- Add "RM-6" to the Zoning District column of the Multi-Family row of RM-6 dimensions.
- Add "5 Acres" to the Minimum Lot <sup>(1)</sup> Size (sq. ft.) column of the RM-6 Multi-family row.
- Delete "Minimum Site" from the Minimum Lot (1) Size column in the RM-4 Zoning District.
- Revise "Multiple Family" to "Multi-Family" to decrease the cell character count in the RM-4 Zoning District.
- Revise "Multiple Family" to "Multi-Family" to decrease the cell character count in the RM-6 Zoning District.
- Revise "Multiple Family" to "Multi-Family" to decrease the cell character count in the R/LC Zoning District.
- Add "- Residential/Light Commercial" as clarification for "Mixed Use Development" table heading.
- Add "Office Institutional" as clarification for "Office Development" table heading.
- Add a Minimum Living Area (sq. ft.) of "1500" to the Single Family Residential Development in the R/LC Zoning District.
- Revise Minimum Living Area (sq. ft.) of the RM-6 Zoning District to the equivalent of the RM-4 Zoning District.
- Revise Minimum Living Area (sq. ft.) of the R/LC Zoning District to the equivalent of the RM-4 Zoning District.
- Delete "Minimum Floor Area" from the Minimum Living Area (sq. ft.) column of the OI Zoning District.
- Delete "Minimum Floor Area" from the Minimum Living Area (sq. ft.) column of the CL Zoning District.
- Delete "Minimum Floor Area" from the Minimum Living Area (sq. ft.) column of the CG Zoning District.
- Delete "Minimum Floor Area" from the Minimum Living Area (sq. ft.) column of the IND Zoning District.
- Delete "Minimum Floor Area" from the Minimum Living Area (sq. ft.) column of the INS Zoning District.
- Delete "Each Unit" from the Minimum Floor Area column of the CG Zoning District.
- Create separate table for Zoning Districts OI, CL, CG, IND, and INS.
- Revise column header from "Minimum Living Area (sq. ft.)" to "Minimum Floor Area".
- Delete "FAR" from footnote 6, and replace with "Minimum Floor Area"
- Reformat footnotes of Table 1-3.3(A) as superscript font.

If Council approves this Discussion item, Staff will prepare the Ordinance for First Reading at the June 3<sup>rd</sup> RTCM, with a Public Hearing at the first RTCM of July.

**ATTACHMENTS:**

- DRAFT Ordinance 2024-05
- DRAFT Exhibit "A"
- DRAFT Exhibit "B"
- Sections 1-2.1.4 & 1-2.1.5 of Chapter 1, Future Land Use Element, of the Malabar Comprehensive Plan
- Section 1-2.2 of Chapter 2 of the Land Development Code

**ACTION:**

- Motion to direct Staff to prepare Ordinance 2024-05 for approval.

## ORDINANCE 2024-05

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING ARTICLE III – DISTRICT PROVISIONS, SECTION 1-3.2 – LAND USE BY DISTRICT; AMENDING SECTION 1-3.3 – SIZE AND DIMENSION CRITERIA; AMENDING TABLE 1-3.3(A); PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

**WHEREAS**, the Town of Malabar is seeking to preserve the rural residential lifestyle described in the Town Charter; and

**WHEREAS**, a local government agency has the authority to amend their Zoning Codes to better accommodate the needs of the municipality; and

**WHEREAS**, the Town Council requested the Planning and Zoning Board review Table 1-3.3(A) and provide recommended changes for Council review; and

**WHEREAS**, the Malabar Planning and Zoning Board, on March 27, 2024, unanimously recommended that the Town Council approve the textual amendments to ensure clarity and interpretation of the code; and

**WHEREAS**, Town Council has determined that the proposed amendments serve the public health, safety, and welfare of the citizens of the Town of Malabar, Florida.

**NOW THEREFORE BE IT ORDAINED** by the Town Council for the Town of Malabar, Brevard County, Florida:

**SECTION 1.** Findings. The above statements are true and correct.

**SECTION 2.** ARTICLE III, SECTION 1-3.2, LAND USE BY DISTRICTS, TABLE 1 3.2 LAND USE BY DISCTICTS shall be amended as shown in Exhibit “A” of this Ordinance.

**SECTION 3.** ARTICLE III, SECTION 1-3.3, SIZE AND DIMENSION CRITERIA, TABLE 1-3.3(A) SIZE AND DIMENSION REGULATIONS shall be amended as shown in Exhibit “B” of this Ordinance.

**SECTION 4.** **Severability.** If any provisions of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, such invalid or unconstitutional portion shall be deemed a separate, distinct and independent provision, and such holding shall

not affect the validity of the other portions of this ordinance, provided the remaining portions effectuate the purpose and intent of this ordinance.

**SECTION 5. Conflicting Provisions.** In the case of a direct conflict between any provisions of this ordinance and a portion or provision of any other appropriate federal, state, or town law, rule, code or regulations, the more restrictive shall apply.

**SECTION 6. Inclusion in Code.** It is the intention of the Town Council that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the Town of Malabar.

**SECTION 7. Effective Date.** This Ordinance shall take effect ninety (90) days after the adoption of this Ordinance.

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

- Council Member Marisa Acquaviva \_\_\_\_\_
- Council Member Brian Vail \_\_\_\_\_
- Council Member Jim Clevenger \_\_\_\_\_
- Council Member David Scardino \_\_\_\_\_
- Council Member Mary Hofmeister \_\_\_\_\_

This ordinance was then declared duly passed and adopted this \_\_\_\_ day of \_\_\_\_ 2024.

**TOWN OF MALABAR**

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



**ATTEST:**

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

(seal)

Approved for Legal Sufficiency:

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

First Reading: \_\_\_\_\_

Vote: to .

Second Reading: \_\_\_\_\_

Vote: to .



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
Public and Private Utilities	C	C	C	C	C	C	C	C	C	C	C	C	C	
<b>COMMUNITY RESIDENTIAL HOME</b>														
Level 1 (1 to 6 residents/beds)	C <sup>3</sup>				C	C								
Level 2 (7 to 14 residents/beds)					C	C							C	
<b>ASSISTED CARE COMMUNITIES</b>														
I Assisted Living Facility														
Level 1 (1 to 5 residents/beds)		C	C	C	C <sup>4</sup>	C <sup>4</sup>					C			
Level 2 (6 to 15 residents/beds)					C <sup>4</sup>	C <sup>4</sup>								
Level 3 (16 or more residents/beds)					C <sup>4</sup>	C <sup>4</sup>								
II Adult Family-Care Homes														
(1 to 5 residents/beds)	C <sup>3</sup>	C	C	C	C	C					C			
III Adult Day Care Centers					C	C		C			C		C	
<b>AGRICULTURAL ACTIVITIES</b>														
Noncommercial Agricultural Operations	P													
Wholesale Agricultural Activities	P													
Commercial Stables	C													
<b>COMMERCIAL ACTIVITIES</b>														
Adult Activities										C				

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
Bars and Lounges										C				
Bed and Breakfast											P <sup>1</sup>			
Business and Professional Offices								P	P	P	P	P	P	
Enclosed Commercial Amusement										P				
Arcade Amusement Center/ Electronic Gaming Establishment										C <sup>2</sup>				
Funeral Homes									P	P	C			
General Retail Sales and Services										P				
Hotels and Motels										P				
Limited Commercial Activities									P	P	P			
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	
Recreational Vehicle Park							P							
Retail Plant Nurseries									P	P	P			
Restaurants (Except Drive-Ins and fast food service)									P	P	P			



**Ordinance 2024-05 Exhibit "B"**

TABLE 1-3.3(A). SIZE AND DIMENSION REGULATIONS

Zoning District	Minimum Lot <sup>(1)</sup>			Maximum Height	Minimum Living Area	Setback <sup>(2)</sup>				Maximum Impervious Surface Ratio	Maximum Building Coverage	Minimum Open Space	Maximum Density w/ Central Water & Wastewater	Maximum Density w/o Central Water & Wastewater
	Size (sq. ft.)	Width (ft.)	Depth (ft.)			(feet /stories)	(sq. ft.)	Front (ft)	Rear (ft)					
<b>Rural Residential Development</b>														
RR-65	65,340	150	250	35/3	1,500	40	30	30	30	20	N/A	80	0.66	0.66

Zoning District	Minimum Lot <sup>(1)</sup>			Maximum Height (feet /stories)	Minimum Living Area (sq. ft.)	Setback <sup>(2)</sup>				Maximum Impervious Surface Ratio (%)	Maximum Building Coverage	Minimum Open Space (%)	Maximum Density w/ Central Water & Wastewater (units per acre)	Maximum Density w/o Central Water & Wastewater (units per acre)
	Size (sq. ft.)	Width (ft.)	Depth (ft.)			Front (ft)	Rear (ft)	Side (ft) (I)	Side (ft) (C)					
<b>Traditional Single Family Residential Development</b>														
RS-21	21,780	120	150	35/3	1,800	35	20	15	15	35	N/A	65	2.00	1.00
RS-15	15,000	100	120	35/3	1,500	30	20	15	15	45	N/A	55	2.904	1.00
RS-10	10,000	75	100	35/3	1,200	25	20	10	10	50	N/A	50	4.00	1.00
<b>Multiple Family Residential Development</b>														
RM-4	5 Acres	200	200	35/3	Single Family 1500:	60	40	40	40	50	N/A	50	4.00	1.00
RM-4	5 Acres Minimum m Site	200	200	35/3	Multi-Family: 1 Bedroom: 900 2 Bedroom: 1100 3 Bedroom: 1300 Each Additional Bedroom: 120	60	40	40	40	50	N/A	50	4.00	1.00
RM-6	5 Acres Minimum m Site	200	200	35/3	Single Family 1500:	25	20	40	40	50	N/A	50	6.00	1.00
RM-6	5 Acres				Multi-Family: 1 Bedroom: 900 2 Bedroom: 1100 3 Bedroom: 1300 Each Additional Bedroom: 120	60	40	40	40	50	N/A	50	6.00	1.00

Zoning District	Minimum Lot <sup>(1)</sup>			Maximum Height	Minimum Living Area	Setback <sup>(2)</sup>				Maximum Impervious Surface Ratio	Maximum Building Coverage	Minimum Open Space	Maximum Density w/ Central Water & Wastewater	Maximum Density w/o Central Water & Wastewater
	Size (sq. ft.)	Width (ft.)	Depth (ft.)			(feet /stories)	(sq. ft.)	Front (ft)	Rear (ft)					
<b>Mixed Use Development – Residential / Light Commercial</b>														
R/LC	20,000	100	150	35/3	Single Family: 1500	25	20	10	10	50	N/A	50	4	2.00
					Multi-Family: 1 Bedroom: 900 2 Bedroom: 1100 3 Bedroom: 1300 Each Additional Bedroom: 120	50	25	10 <sup>4</sup>	20	65	N/A	35	6	2.00
					Commercial: 900						0.20			
<b>Mobile Home Residential Development</b>														
R-MH	Site: 5 Acres Lot: 7000					10	8	8	10	50	N/A	50	6.00	1.00

Zoning District	Minimum Lot <sup>(1)</sup>			Maximum Height	Minimum Floor Area	Setback <sup>(2)</sup>				Maximum Impervious Surface Ratio	Maximum Building Coverage	Minimum Open Space	Maximum Density w/ Central Water & Wastewater	Maximum Density w/o Central Water & Wastewater
	Size (sq. ft.)	Width (ft.)	Depth (ft.)			(feet /stories)	(sq. ft.)	Front (ft)	Rear (ft)					
<b>Office Development - Office Institutional</b>														
OI	20,000	100	150	35/3	Minimum Floor Area: 1000	35/60	25	20	25	65	20	35	N/A	N/A



Zoning District	Minimum Lot <sup>(1)</sup>			Maximum Height	Minimum Floor Area	Setback <sup>(2)</sup>				Maximum Impervious Surface Ratio	Maximum Building Coverage	Minimum Open Space	Maximum Density w/ Central Water & Wastewater	Maximum Density w/o Central Water & Wastewater
	Size (sq. ft.)	Width (ft.)	Depth (ft.)			(feet /stories)	(sq. ft.)	Front (ft)	Rear (ft)					
<b>Commercial Development – Commercial Limited / Commercial General</b>														
CL	20,000	100	150	35/3	Minimum Floor Area: 900 Min. Area: 900 Max. Area 4,000	50	25	10 <sup>4</sup> 15 <sup>3</sup>	20	65	0.20	35	N/A	N/A
CG	20,000	100	150	35/3	Minimum Floor Area: 1200 Minimum Hotel/Motel Unit Area: 300 Each Unit	50	25	20 <sup>4</sup>  15 <sup>3</sup>	30	65	0.20	35	N/A	N/A
<b>Industrial Development</b>														
IND	20,000	100	150	35/3	Minimum Floor Area: 1200	50 100 <sup>5</sup>	25 100 <sup>5</sup>	20 100 <sup>5</sup>	30 100 <sup>5</sup>	70	0.42	30	N/A	N/A
<b>Institutional Development</b>														
INS	20,000	100	150	35/3	Minimum Floor Area: 1200	50	25	20	30	60	0.20 0.10 <sup>6</sup>	40	N/A	N/A
<b>Coastal Preservation</b>														
CP	No Size or Dimension Standards Adopted													

- <sup>1</sup> Minimum size sites and lots include one-half of adjacent public right-of-way.
- <sup>2</sup> Minimum setbacks determined from the existing right-of-way line where the yard abuts a public street pursuant to the above cited standards or from the center of the right-of-way pursuant to Table 1-3.3(E) whichever is most restrictive.
- <sup>3</sup> Setback where rear lot line abuts an alley.
- <sup>4</sup> Setback shall be greater where side property line abuts a district requiring a larger setback on the abutting yard. In such case the more restrictive abutting setback shall apply.
- <sup>5</sup> Where any yard of industrial zoned property abuts a residential district, the building setback for such yard shall be 100 feet.
- <sup>6</sup> Recreation activities maximum ~~FAR~~ Minimum Floor Area shall be .10.
- <sup>7</sup> In RR-65 Zoning, side and rear setback may be reduced for accessory structures to equal the height of the accessory structure but under no condition be reduced to less than 15 feet. If the height of the accessory structure height is 20 feet, the side and rear setbacks for that building would be 20 feet.
- <sup>8</sup> N/A<sup>8</sup> shall mean Not Applicable to Town regulations but may require permitting and approvals from outside agencies.

homesites. The areas contain few urban services and the street system is generally incapable of carrying traffic generated by urban densities. This land use policy provides land area for accommodating a unique lifestyle which cannot be accommodated in more dense residential areas. Zoning regulations shall provide standards for these areas which are designed to permit development compatible with the need for preserving a rural character and large open space systems.

#### 1-2.1.3 Policy:

*Low Density Residential Development (LDR).* Areas delineated on the Future Land Use Map for low density residential development shall be developed and/or maintained as residential areas with a maximum density of up to two (2) dwelling units per acre. Specific densities will be determined by such factors as natural features of the land, character of undeveloped land and surrounding development, level of accessibility, housing supply and demand, and adequacy of public facilities. Supportive community facilities and accessory land uses may be located within areas designated LDR. The Town land development regulations shall provide regulatory procedures for considering such uses.

The low density designation is established to protect the quality and character of existing stable low density single family neighborhoods, preserve open space, and encourage densities which are compatible with existing developments, natural features of the land, as well as existing and projected public services and facilities for the area.

#### 1-2.1.4 Policy:

*Medium Density Residential Development (MDR).* Areas delineated on the Future Land Use Map for medium density residential development shall be developed and/or maintained as residential neighborhoods. This designation allows for multi-family and single family structure types and maximum density of up to four (4) dwellings per acre. The medium density designation is intended to ensure sufficient land area for developments of medium density and the adequacy of existing and/or projected public facilities for the area. Supportive community facilities and accessory land

uses may be located within areas designated MDR. The Town land development regulations shall provide regulatory procedures for considering such uses.

Review of specific densities of developments shall be directed toward preserving stability of established residential areas. Sites for medium density residential developments should be located so that they provide a smooth transition between lower density residential areas and areas developed and/or designated for other more intense uses.

#### 1-2.1.5 Policy:

*High Density Residential Development (HDR).* High density residential development ranges up to a maximum of six (6) units per acre. The high density policy designation is intended to primarily provide for multiple family residential development at higher densities which shall be adequately supported by public services and facilities, and maintain compatibility with the surrounding area. The specific designated for high density development shall be accessible to existing or anticipated future major thoroughfares and requisite utilities. In addition, these areas generally shall be highly accessible to commercial services. Specific density of future development proposals within these areas shall provide for smooth transition in residential density, preserve stability of established residential areas, and shall include sufficient open space, parking and landscaping to reinforce goals and objectives for quality living areas.

#### 1-2.2 Objective:

*Allocating commercial development.* The Future Land Use Map shall identify the allocation of commercial land for: 1) multiple-family residential or office development; 2) limited commercial development; and 3) general commercial activities. The allocation of land for commercial development is compatible with goals and objectives identified in the Comprehensive Plan and consistent with supportive research and analysis. The policies sated below provide an explanation of the purpose, intent and character of the commercial land use designations.

##### 1-2.2.1 Policy:

*Multiple-Family Residential or Office Development (MRO).* The MRO policy designation is a land use classification designed to accommodate

Table 1-2.1, "Future Land Use Map (FLUM) Designations and Zoning Districts" references adopted FLUM designations contained in the land use element of the Town of Malabar Comprehensive Plan and identifies corresponding zoning districts which are hereby established in order to implement the FLUM designations, respectively.

TABLE 1-2.1. FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS

Future Land Use Map Designations		Corresponding Zoning Districts	
OSR	Open Space and Recreation	CP INS	Coastal Preservation Institutional
RR	Rural Residential	RR-65	Rural Residential
LDR	Low Density Residential	RS-21	Single Family LDR
MDR	Medium Density Residential	RS-15 RS-10 RM-4	Single Family MDR Single Family MDR Multiple Family MDR
HDR	High Density Residential	RM-6 R-MH RVP	Multiple Family HDR Residential Mobile Home Recreational Vehicle Park
MRO	Multiple-family Residential or Office Space	RM-4 RM-6 OI	Multiple Family HDR Multiple Family MDR Office-Institutional
OI	Office-Institutional	OI INS	Office-Institutional Institutional
CL	Commercial Limited	CL	Commercial Limited
CG	Commercial General	CG	Commercial General
R/LC	Residential and Limited Commercial	R/LC	Residential and Limited Commercial
IND	Industrial	IND	Industrial
INS	Institutional	INS	Institutional
*PUD(R)	Planned Unit Development (Residential)	PUD(R)	Planned Unit Development (Residential)
*PUD(C)	Planned Unit Development (Commercial)	PUD(C)	Planned Unit Development (Commercial)
*PUD(I)	Planned Unit Development (Industrial)	PUD(I)	Planned Unit Development (Industrial)

\*Planned Unit Development (PUD) designations are special overlay map designations intended to promote voluntary public/private partnerships for managing and coordinating objectives which promote innovative development concepts, design amenities, and measures for protecting natural features of the land.

(Ord. No. 94-4, § 1, 4-3-95; Ord. No. 2021-09, § 1, 8-16-21)

# TOWN OF MALABAR

## COUNCIL MEETING

**AGENDA ITEM NO: 11.b.**

**Meeting Date: May 20, 2024**

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

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**SUBJECT:** SCTPO Letter of Support for the Cocoa Multi-Modal Passenger Station and Rail Project - Consolidated Rail Infrastructure & Safety Improvements Grant Program

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### **BACKGROUND/HISTORY:**

The Space Coast Transportation Planning Organization has requested a letter of support from the Town of Malabar in reference to the Cocoa Multi-Modal Passenger Station and Rail Project – Consolidated Rail Infrastructure & Safety Improvements Grant Program. The Grant is being sought to fund a Brightline Multi-Modal Passenger Station in Cocoa, allowing residents of Brevard County access to the train route between Orlando and Miami. Future expansion of the Brightline service is expected to connect to Tampa and Jacksonville as well. The Multi-Modal Passenger Station is anticipated to be a large economic driver for the Space Coast.

### **ATTACHMENTS:**

DRAFT Letter of support from the SCTPO to Secretary of Transportation Pete Buttigieg

### **ACTION OPTIONS:**

Motion to approve the SCTPO Letter of Support for the Cocoa Multi-Modal Passenger Station and Rail Project - Consolidated Rail Infrastructure & Safety Improvements Grant Program.

May 21, 2024

The Honorable Pete Buttigieg  
Office of the Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

RE: Cocoa Multi-Modal Passenger Station and Rail Project - Consolidated Rail Infrastructure & Safety Improvements Grant Program

Dear Secretary Buttigieg,

On behalf of the Town of Malabar, I write to express my strong support for the *Cocoa Multi-Modal Passenger Station and Rail Project* (“*Project*”) that the City of Cocoa is pursuing through the Consolidated Rail Infrastructure and Safety Improvements (“CRISI”) Grant. This transformative project represents a critical investment in our community’s economic development, increased regional mobility options, and environmental sustainability.

The investment in this *Project* will enhance our transportation network by linking cities together, creating a stronger and more integrated economy. The *Project* offers substantial economic benefits including the creation of numerous jobs, stimulating local business, and attracting development into the area. This project will greatly benefit tourism by making our area a more appealing destination for riders and a vibrant place to live, work, and visit.

The *Cocoa Multi-Modal Passenger Station and Rail Project* is a critical step in providing a mobility option, reduce the reliance on automobiles, and advance Brevard County as a regional hub between rail stations in South Florida, Orlando, and the future expansion to the Tampa area. The project will provide a faster and more efficient means of transportation that will improve safety and quality of life for residents and visitors.

In addition to the shared interests and collaboration of our region, the *Project* falls directly in-line with the Town of Malabar’s goals.

Thank you for considering this project that supports the businesses of the region throughout Florida's Space Coast and beyond.

Respectfully,

Lisa Morrell  
Town Manager

# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

**AGENDA ITEM NO: 11.C.**

Meeting Date: May 20<sup>th</sup>, 2024

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Rocky Point Road Project Summary – Marine Resource Council, Mara Skadden**

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### **BACKGROUND/HISTORY:**

At the May 6<sup>th</sup> RTCM, Council heard a proposal from the Marine Resource Council to improve the Shoreline of Rocky Point Road. After her presentation to Council, Ms. Skadden met with Florida State Senator Mayfield to request grant funding for the project. Senator Mayfield suggested Ms. Skadden provide a typed presentation for review.

### **ATTACHMENTS:**

- Rocky Point Road Project Summary by Mara Skadden, of the Marine Resource Council.

### **ACTION:**

- Discussion.





## Rocky Point Road Shoreline Stabilization Project

### **Introduction**

Rocky Point Road, in Malabar, is a 1.41-mile-long composed of 50 privately owned parcels. It borders the Indian River Lagoon and has experienced significant erosion over the last 20 years. Homeowners on the road spend thousands of dollars to harden or armor their shorelines with ripraps, seawalls, and bulkheads to protect their property. The town of Malabar has also spent hundreds of thousands of dollars on repairing the road when it is damaged by erosion and storm events. The road has been damaged numerous times.

Research into shoreline stabilization techniques has shown that living shorelines are far more effective at protecting property and maintaining shorelines' ecological health than hardening techniques. These armoring techniques are expensive, create bottom scouring, cause further erosion, cause natural beaches to disappear, and block natural filtration and migratory pathways. Living shorelines are nature-based solutions to shoreline erosion and tidal flooding. They maintain natural filtration and migration pathways and build up shorelines.

There are three categories of living shorelines. Natural living shorelines are meant for low-energy environments and include native vegetation and biodegradable organic materials. Hybrid living shorelines are meant for moderate energy environments and include native vegetation, biodegradable materials, and low-profile rock structures. Finally, structural living shorelines are meant for high-energy environments, including native vegetation, biodegradable materials, and man-made structures like revetments, breakwaters, and groins.

Due to the high-energy nature of Rocky Point Road, a structural living shoreline is required. Marine Resources Council is working with Reef Arches to create functional structural living shorelines around Florida. Reef Arches are CSA cement structures that act as habitat and dissipate wave energy. These structures are highly adaptable and stackable to accommodate different types of shorelines. Native vegetation and biodegradable materials would also be utilized.

### **Methods**

MRC recommends using Reef Arch modules in 50-foot sections to protect Rocky Point Road. This multi-phase project would address the road in three sections: north, central, and south. There would be 10-foot breaks between each 50-foot section to prevent marine mammal entrapment risk. Each 50-foot breakwater would also be capped at the end to avoid marine mammal entrapment risk. Several months after the Reef Arch breakwaters



are deployed, native vegetation, including mangroves, would be planted landwards of the breakwaters to provide natural filtration, habitat, and another layer of shoreline protection.



Figure 1. A map showing how the project on Rocky Point Road will be broken into phases.



Figure 2. Recent damage to the road and shoreline on Rocky Point Road.

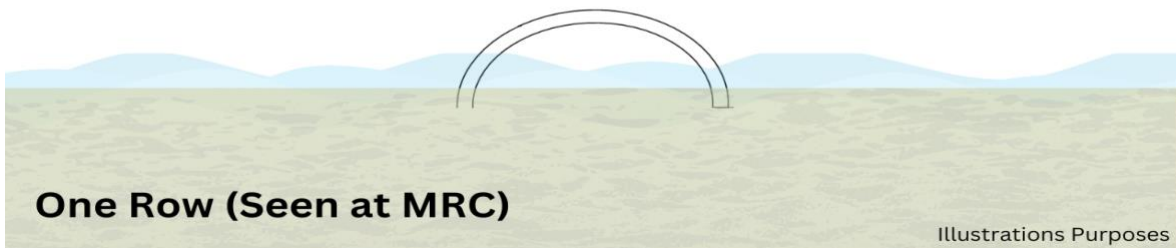
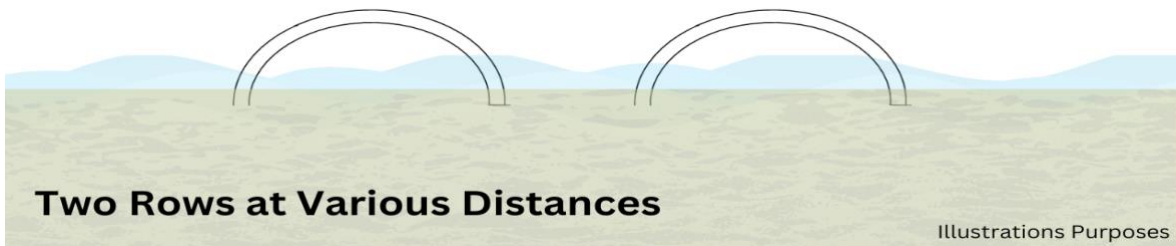
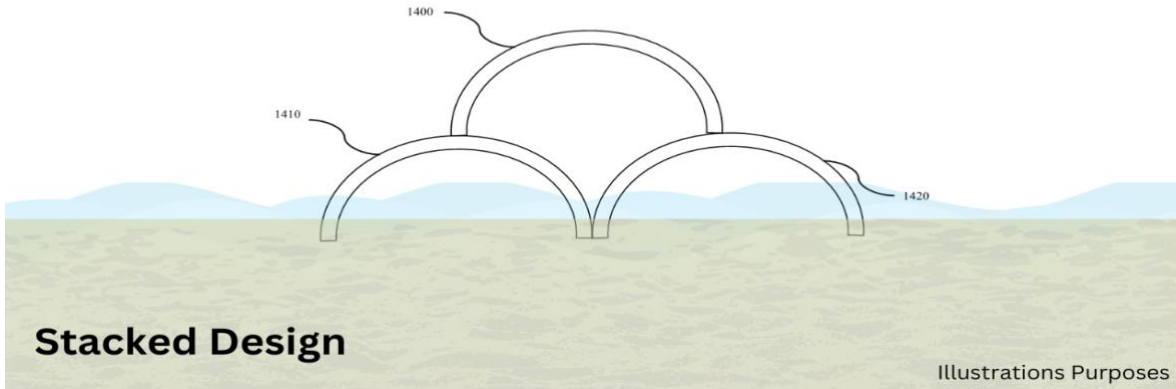


Figure 3. Reef Arches are highly adaptable. They can be stacked, placed in rows, connected, or placed individually.



### **Homeowner Support**

MRC held two informational meetings regarding this project for the homeowners of Rocky Point Road. The first informational session was widely attended. While the project was supported by many homeowners, some were not interested in the project. Most homeowners who were not in favor were against it due to the use of mangroves. Mangroves have state protections, and those homeowners cited concerns about being fined if the mangroves were trimmed improperly. MRC has the largest state-licensed mangrove nursery and will be “hedging” the mangroves to be planted at Rocky Point Road. This process stops the vertical growth of the mangrove at 4-6 feet tall but does not dissuade horizontal growth. MRC is also willing to assist homeowners with maintaining their mangroves.

Due to the modular nature of these breakwaters, we can skip portions of Rocky Point Road for homeowners against the project. This is not ideal, as the breakwaters act most effectively together. Homeowners not in favor of the project would need to sign a waiver for the Florida Department of Environmental Protection, the Town of Malabar, and the U.S. Army Corps.

### **Cost**

The anticipated cost of this project is still being determined. Depending on the design and availability of funding, the project could cost between \$2 million and \$4 million. We want to use State Congressional Funding for this project, as previously discussed with Senator Mayfield. We will also be looking for and applying for grants. The homeowners and HOAs of Rocky Point Road have stated they will not pay for the project. The Town of Malabar is now undergoing a \$750,000 project to repair Rocky Point Road. This is not the first or last project needed to protect and repair the road and shoreline. The Town Manager and Mayor of Malabar also support the project, but the municipality does not have the funds necessary to fund the project. Although this project has a hefty price tag, the value of protecting property, conserving natural shoreline benefits, and health benefits to the Indian River Lagoon are much more significant.

### **MRC Reef Arch Deployment**

In March 2024, MRC deployed a 150-foot section of Reef Arch breakwaters on the Ted Moorhead Lagoon House shoreline to showcase how effective this product and design are. This shoreline has high wave energy, similar to Rocky Point Road. The shoreline was destabilized by a loss of vegetation after Hurricanes Ian and Nicole and was experiencing rapid erosion. MRC has deployed numerous other living shorelines, two of which are at Ted Moorhead Lagoon House. The Reef Arch shoreline is showing success in a matter of weeks, which took many months for our different projects. The Reef Arch modules' ease of permitting and deployment was a significant benefit.



The MRC project is being monitored by biological oceanographers from the Florida Institute of Technology. Research on sediment accretion/erosion, sediment health, oyster recruitment, mangrove recruitment and success, and water quality will occur until 2025. This will allow quantifiable comparisons between living shorelines and shoreline hardening techniques.



Figure 4. Photos of Reef Arches.



Figure 5. An aerial view of the MRC Reef Arch Deployment taken the day the modules were finished being deployed.





Figure 6. Within four weeks of deployment, the MRC Reef Arch living shoreline has built up 15 feet of horizontal sediment and nearly 4 inches of vertical sediment. Fish, birds, rays, and other wildlife have been observed using the arches as habitat.