



REGULAR TOWN COUNCIL MEETING

Monday, June 21, 2021 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 Regular Town Council Meeting of 06/07/2021**
Exhibit: Agenda Report Number 4a
 - b. **Approve Minutes of Special Town Council Meeting of 06/15/2021**
Exhibit: Agenda Report Number 4b

Attachments:

- **Agenda Report Number 4a & 4b** (Agenda_Report_Number_4a__b.pdf)

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

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

Five (5) Minute Limit per Speaker

8. PUBLIC HEARINGS: 2
 - a. **Amend Chapter 2 of Code to Provide for Emergency Powers (Ordinance 2021-07)**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE TOWN CREATING SECTIONS 2-400 THROUGH 405 "EMERGENCY POWERS"; PROVIDING FOR THE DESIGNATION OF A TOWN OFFICIAL IN THE EVENT OF AN EMERGENCY DEFINED HEREIN; PROVIDING FOR DEFINITIONS; PROVIDING FOR A DECLARATION OF EMERGENCY BY EXECUTIVE ORDER; PROVIDING FOR THE AUTHORITY OF THE DESIGNATED TOWN OFFICIAL; PROVIDING FOR THE DURATION OF AN EXECUTIVE ORDER FOR A DECLARED EMERGENCY; PROVIDING FOR THE POSTING OF ALL EMERGENCY ORDERS, ORDINANCES AND DECLARATIONS ON THE TOWN'S WEBSITE; PROVIDING FOR LIMITATIONS ON ANY CURFEW ESTABLISHED; PROVIDING FOR REPEAL, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 8a

Attachments:

- **Agenda Report Number 8a** (Agenda_Report_Number_8a.pdf)

b. Budget Amendment FY 2020/2021 (Ordinance 2021-08)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; PERTAINING TO A BUDGET AMENDMENT IN THE FISCAL YEAR 2020/2021 TO PROVIDE FOR ADDITIONAL FUNDS FROM RESERVES ON DEPOSIT SET ASIDE FOR CAPITAL PARK AND ROAD PROJECTS; PROVIDING FOR EXPENDITURES FOR NEW PLAYGROUND EQUIPMENT AND ROAD PREPERATION FOR THE PAVING OF 1100 FEET OF HUNTER LANE; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 8b

Attachments:

- **Agenda Report Number 8b** (Agenda_Report_Number_8b.pdf)

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

(RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)

10. ACTION ITEMS

ORDINANCES:0

RESOLUTIONS:1

MISCELLANEOUS:3

a. Appoint Alternate to Trails and Greenways Committee (Resolution 03-2021)

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

Exhibit: Agenda Report Number 10a

Attachments:

- **Agenda Report Number 10a** (Agenda_Report_Number_10a.pdf)

b. Approve Engineering Task Order - Rivet Lane Road Improvement Program

Exhibit: Agenda Report Number 10b

Attachments:

- **Agenda Report Number 10b** (Agenda_Report_Number_10b.pdf)

c. Appoint Voting Delegate at the annual FLC Conference

Exhibit: Agenda Report Number 10c

Attachments:

- **Agenda Report Number 10c** (Agenda_Report_Number_10c.pdf)

d. Town Manager Matt Stinnett 8-month Update and Status.

Exhibit: Agenda Report Number 10d

Attachments:

- **Agenda Report Number 10d** (Agenda_Report_Number_10d.pdf)

e. Consideration of Employee Group Health Insurance through Florida Municipal Insurance Trust (FMIT) for United Health Plans

Exhibit: Agenda Report Number 10e

Attachments:

- **Agenda Report Number 10e** (Agenda_Report_Number_10e.pdf)

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

11. DISCUSSION/POSSIBLE ACTION

a. Discuss Legislative Priorities for Malabar and Need for Possible Legislative Appointee (CM Scardino)

Exhibit: Agenda Report Number 11a

Attachments:

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

b. Discuss Upcoming Budget Workshop and July Meeting Dates

Exhibit: Agenda Report Number 11b

Attachments:

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

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.

Contact: Debby Franklin (townclerk@townofmalabar.org 321-727-7764) | Agenda published on
06/17/2021 at 12:25 PM

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 4.a. & b.

Meeting Date: June 21, 2021

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

SUBJECT: Consent Agenda

BACKGROUND/HISTORY:

Summary of Council actions at the Town Council Regular Meeting Minutes – 06/07/2021
Summary of public portion of Special Town Council Meeting Minutes – 06/15/2021

ATTACHMENTS:

- a. Draft Minutes of 06/07/2021
- b. Draft Minutes of 06/15/2021

ACTION OPTIONS:

Council Action on Consent Agenda

MALABAR TOWN COUNCIL REGULAR MEETING MINUTES
JUNE 07, 2021, 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 Scardino led P&P.

2. ROLL CALL:

CHAIR:

MAYOR PATRICK T. REILLY

VICE CHAIR:

STEVE RIVET

COUNCIL MEMBERS:

MARISA ACQUAVIVA

BRIAN VAIL

DAVID SCARDINO

DANNY WHITE

LISA MORRELL

KARL BOHNE

DEBBY FRANKLIN

TOWN MANAGER: (ITM)

TOWN ATTORNEY:

TOWN CLERK/TREASURER:

3. APPROVAL OF AGENDA - ADDITIONS/DELETIONS/CHANGES: Mayor added presentation of certificate of Completion of IEMO Course to CM Dave Scardino.

4. CONSENT AGENDA:

4.a. Regular Town Council Mtg May 17, 2021

MOTION: CM White / CM Scardino to approve. **Vote:** All Aye.

5. ATTORNEY REPORT: Attorney stated that he must call for an executive session or closed-door meeting to discuss litigation in an ongoing lawsuit. It will be called to order in an open meeting, then recessed to the closed meeting; go back to the open meeting and adjourn. Date is set for Tuesday, June 15, 2021, at 1pm at Town Hall. Appx one to 1.5 hour. Schedule for court reporting.

6. BCSO REPORT: none

7. BOARD / COMMITTEE REPORTS:

7.a. T&G Committee: Mayor read written report.

7.b. Park & Recreation Board: Chair Eric Bienvenu – no report

7.c. P&Z Board: no report

7.d. Audit Report for FY 2019/2020 by James Moore & Co., independent auditors

Presented by Mr. Zach Chalifour, Partner of the company. He went over the four reports that make up financial report. It is actually the Town's management report to the State. They had a recommendation to improve the financial accounting of receipts that come before and after the FY; stop back dating and use a better way at year end. Follow up with Zach on how to record it better.

Town has a 1.7 million fund balance; Malabar has a very healthy reserve and financial position. Good report. Thanked staff.

7.e. Stormwater Master Plan Update by Singhofen & Associates

Allyson Hunt of SAI, briefed Council on the create a database and zoning parcels layers. Analyze SW model includes 24 sq miles to include PB and GV. Most goes out to Turkey Creek. Primary drainage structures are included. She went through the PP presentation.

Master Plan does not include neighborhood or subdivision level. Most of major roads are free of flooding. Low lying dirt roads and yard flooding does exist and is to be expected. No structure flooding in the modeling. Piping this area along Hall to Eva. Design Alt 2. Benefit is to move drainage from private property to public ROWs.

Corey and Malabar and Weir Street – FDOT just did their roadway work. They just added pipes. Provides framework for a secondary system. Connect to the FDOT pipes and gives some relief. Can be designed at the same time or split up over two fiscal years. Marie Street is the 3rd area. Water not getting out. No roadway flooding but water does not drain. Pipe the whole ditch – easier to maintain. No erosion. Pond provides a treatment possibility and possibility IRL funds could be a funding source for a part of it. Do we need the pond for flooding – no it is primarily added for water treatment. Can also be added later and connect to a pond in the future. 800K for piping. Adding the pond added another 500K. Rocky Point is not connected to the town's drainage system and drains into IRL directly. There are some maintenance issues. Collapsed pipes and headwalls. Addressing the maintenance issues first. Then maybe do a focused study. She then went over the high, medium, and low priority issues.

Mayor asked what type of water is coming into the Town. She went over the slide showing the impact from Palm Bay and Grant-Valkaria. Can you put the direction of the flow on the aerial maps – assumes it is north – yes. Future tasks – secondary system is not included. They will submit a more detailed report. CM Vail asked about connecting Gilmore to Country Cove drainage system. Have to research if there are willing property owners for an easement.

8. STAFF REPORTS:

8.a. Town Manager – no written report. No major issues. Regarding the surplus land sales, GovDeals has had over 2300 views, and they have 21 days left and already have 5 bids. CM White asked about land clearing at LaCourt and Atz. ITM Lisa said she got the complaint, and a permit had not been pulled so a stop work order was placed today.

8.b. Fire Chief: Acting Chief, Lt. Barkley attended and went over fire report for May. Will be turning in the Isuzu for surplus. CM Vail passed on a complement to the Fire Dept from a resident after a recent incident and had nothing but high praise. Lt. Barkley thanked Council for the recognition.

8.c. Clerk – nothing.

9. **PUBLIC COMMENTS:** Comments at this point may address items NOT on the Agenda. Comments related to subsequent Agenda Items may be made as those items come up. Public comments do not require a Council response. (Speaker Card is Required)
Five (5) Minute Limit per Speaker.

10. PUBLIC HEARINGS: 3

10.a. **Second required Public Hearing to Amend the Malabar Zoning Map for approximately 1,716 acres as shown in Exhibit "A" and specifically excluding the parcels listed in the ordinance. (Ord 2021-05)**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP TO MATCH THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR ALL PARCELS EXCEPT THE ONES LISTED IN THIS ORDINANCE; PROVIDING FOR THE EXISTING ZONING CLASSIFICATION FOR THOSE PARCELS; PROVIDING ACCESS TO THE NEW ZONING MAP ON THE TOWN WEBSITE; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit:

Agenda Report No. 10.a.

Ord read by title only. PH opened.

Discussion: David Tom – lives in Palm Bay and owns a parcel on Osage. He complimented Town staff and has talked to them at length regarding the overall rezoning. Sounds like they put a lot of work on this. Since public servants are normally not recognized he wanted to do so.

PH closed.

MOTION: CM Acquaviva / CM Vail to Adopt Ord 2021-05.

Discussion: no additional comments.

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

10.b. Amend Chapter 2 of Code to Require Property Posting for Land Use Issues (Ord 2021-06) AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2, ARTICLE IV, CREATING A NEW SECTION 2-76 OF THE MALABAR CODE OF ORDINANCES RELATED TO ADOPTING ORDINANCES, HOLDING PUBLIC HEARINGS AND PROVIDING PUBLIC NOTICES, PROPERTY POSTINGS AND LEGAL ADVERTISEMENTS; , PROVIDING FOR LIMITED EXCEPTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

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

Ord read by title only. PH opened. None. PH closed.

MOTION: CM Rivet / CM Scardino to Adopt Ord 2021-06.

Discussion: no additional comments.

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

10.c. Road Improvement Waiver Request – south 200 feet of Hunter Lane adjacent to Parcel 325; applicant Mr. Cranston Gittens

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

Chair called applicant to present. Mr. Gittens stated his request. Mayor asked about plans. He plans to put chickens and goats and will pursue a well as next step. He wants to put a generator in for now for the well; no timeline as he does not have any experience on putting in a well. His request is as stated in the application.

Chair opened PH.

Cheryl Weldon – 2636 Hunter Lane. She called Town Hall after hearing the sounds of land clearing and learned no permits have been issued. If he is going to have an agricultural operation how are animals going to be cared for properly?

Chair closed PH.

ITM Lisa gave the update for the code enforcement issue. Chair stated they are separate issues. Council discussed the similar issues throughout the town of clearing land on weekends without permits or wetland determinations.

Chair called for to approve waiver – no motion made.

MOTION: CM White / CM Scardino to deny waiver to road improvement requirements.

ROLLCALL VOTE: CM Acquaviva, Aye; CM Vail, Aye; CM Rivet, Aye; CM Scardino, Aye; CM White, Aye. Motion carried to deny the waiver.

11. UNFINISHED BUSINESS/GENERAL ORDERS MAY INCLUDE ITEMS DIRECTLY RELATED TO RESIDENTS PRESENT AT MEETING (RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES) 0

12. ACTION ITEMS:

ORDINANCES for FIRST READING: 2

12.a. Amend Chap 2 of Code to Provide for Emergency Powers (Ord 2021-07)
AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA;
AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE TOWN CREATING

SECTION 2-400 "EMERGENCY POWERS"; PROVIDING FOR THE DESIGNATION OF A TOWN OFFICIAL IN THE EVENT OF AN EMERGENCY DEFINED HEREIN; PROVIDING FOR DEFINITIONS; PROVIDING FOR A DECLARATION OF EMERGENCY BY EXECUTIVE ORDER; PROVIDING FOR THE AUTHORITY OF THE DESIGNATED TOWN OFFICIAL; PROVIDING FOR THE DURATION OF AN EXECUTIVE ORDER FOR A DECLARED EMERGENCY; PROVIDING FOR THE DECLARATION OF A PUBLIC HEALTH EMERGENCY; PROVIDING FOR THE ISSUANCE OF LOCAL EXECUTIVE ORDERS; PROVIDING FOR THE DURATION OF A LOCAL EXECUTIVE ORDER ISSUED FOR A PUBLIC HEALTH EMERGENCY; PROVIDING FOR THE POSTING OF ALL EMERGENCY ORDERS, ORDINANCES AND DECLARATIONS ON THE TOWN'S WEBSITE; PROVIDING LIMITATIONS ON ANY CURFEW ESTABLISHED; PROVIDING FOR REPEAL, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

Exhibit: **Agenda Report No. 12.a.**

Ord read by title only.

MOTION: CM Rivet / CM Vail to approve first reading of Ord 2021-07.

Discussion: Atty explained the reason for the need for a backup – should be Mayor after the Town Manager. Should be a Charter officer or designated head of Town. As for the financial spending cap, that number is all over page depending on size of city. Council agreed to set it at 50K. ITM Lisa explained that the way it would work would be to authorize the emergency expenditure for a local emergency and then brought before Council at the next meeting for transparency. CM Acquaviva asked about public health emergency. State has public health we have all the other declared emergencies including transportation related.

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

12.b. Budget Amendment FY 2020/2021 (Ord 2021-08)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PERTAINING TO A BUDGET AMENDMENT IN THE FISCAL YEAR 2020/2021 TO PROVIDE FOR ADDITIONAL FUNDS FROM RESERVES ON DEPOSIT SET ASIDE FOR CAPITAL PARK AND ROAD PROJECTS; PROVIDING FOR EXPENDITURES FOR NEW PLAYGROUND EQUIPMENT AND ROAD PREPARATION FOR THE PAVING OF 1100 FEET OF HUNTER LANE; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: **Agenda Report No. 12.b.**

Ord read by title only.

MOTION: CM White / CM Acquaviva to approve first reading of Ord 2021-08.

Discussion: CM White was shocked that the price.

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

RESOLUTIONS: 1

12.c. Acceptance of Audit on FY 2019/2020 (Reso 02-2021)

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING ACCEPTANCE OF THE ANNUAL AUDIT REPORT PROVIDED FOR FISCAL YEAR 2019/2020 BY THE AUDIT FIRM OF JAMES MOORE AND CPA; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: **Agenda Report No. 12.c.**

Reso read by title only.

MOTION: CM Vail / CM White to adopt Reso 02-2021.

Discussion:

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

MISCELLANEOUS: 1

12.d. Consideration of Piggyback or RFP for Solid Waste Services – Information presented by ITM Lisa Morrell

Exhibit: Agenda Report No. 12.d.

Introduction by ITM Lisa. Went over her handout. We could write an RFP. There are not a lot of checks and balances when the same person writes, reviews, and negotiates with the bidders. She would recommend hiring an outside professional to review, rate and recommend a vendor. There are only three that provide services in this area. Waste Pro provides service for GV. Yard waste is a concern. G-V is similar to Malabar, and they have 5 years on current term and then a 7-year term. Slight difference because they would have to do the billing. Discussion on discount to put on tax bill. Cures CM Vail said if we continue the RFP process and choose to write a bid. Could be a lapse in service if it is challenged, etc. CM Acquaviva said it is a cumbersome process and not to be rushed. CM Scardino said he supports piggyback with Grant-Valkaria.

MOTION: CM Rivet / CM Scardino to authorize ITM Lisa to Restate motion from agenda report.

Discussion: CM Acquaviva asked the Atty if they are on track with this. Atty said there is no restrictions for a local govt to piggyback and not provide for an RFP. Perhaps we might want to consider updating our code to provide guidance.

VOTE: All Ayes.

Chair released Attorney at this time.

13. DISCUSSION/POSSIBLE ACTION: 0

14. PUBLIC COMMENTS: General Items (Speaker Card Required) None:

Dick Korn – was on council in 2014. He spoke about WM service. Council stated this was on a previous agenda. CM White explained why this was on the agenda. CM Acquaviva and CM Scardino said they were notified by WM, and this was an agenda item at last meetings, and they announced a significant increase necessary for rates that the Malabar residents would not be prepared for. We are saving the Town taxpayers money.

15. REPORTS – MAYOR AND COUNCIL MEMBERS

CM Acquaviva: nothing

CM Vail: nothing

CM Rivet: nothing

CM White: SCLC meeting in person June.

CM Scardino: nothing

Mayor: Mayor's bfast coming up on the 18th at the Crown Plaza.

15. ANNOUNCEMENTS: Openings on T&G Committee.

16. ADJOURNMENT: There being no further business to discuss and without objection, the meeting was adjourned at 9:30 P.M.

BY: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

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

Date Approved: 06/21/2021

**MALABAR TOWN COUNCIL SPECIAL MEETING MINUTES
JUNE 15, 2021 1:00 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 1:00 pm led P&P.

2. ROLL CALL:

| | |
|------------------|--------------------------|
| CHAIR: | MAYOR PATRICK T. REILLY |
| VICE CHAIR: | STEVE RIVET |
| COUNCIL MEMBERS: | MARISA ACQUAVIVA |
| | BRIAN VAIL |
| | DAVID SCARDINO, by phone |
| | DANNY WHITE |
| | LISA MORRELL |
| | KARL BOHNE |
| | DOUGLAS NOAH |
| | DEBBY FRANKLIN |

TOWN MANAGER: (ITM)

TOWN ATTORNEY:

OUTSIDE TOWN ATTORNEY

TOWN CLERK/TREASURER:

Atty Bohne asked for motion to allow CM Scardino to attend by phone.

MOTION: CM Vail / CM White to allow CM Scardino to attend via telephone. **VOTE:** 4 Ayes.

3. RECESS TO CLOSED DOOR MEETING: 1:03pm

4. RECONVENE PUBLIC MEETING: 2:08pm

5. ADJOURNMENT: There being no further business to discuss and without objection, the meeting was adjourned at 2:10P.M.

BY: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

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

Date Approved: 06/21/2021

TOWN OF MALABAR

COUNCIL MEETING

AENDA ITEM NO: 8.a.
Meeting Date: June 21, 2021

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

SUBJECT: Ord 2021-07 Amend Chap 2 of Code to Establish Emergency Powers 2nd Reading

BACKGROUND/HISTORY:

This ordinance will create a new section in Chapter 2 of the Code to establish the designation of the primary and secondary persons having authority to declare a local emergency, issue executive orders and provide for essential services. It also sets the emergency expense limit at \$50,000.00 before calling an emergency meeting.

It was legally advertised for a public hearing at this meeting.

ATTACHMENTS:

Ord 2021-07

ACTION OPTIONS:

Action of 2nd reading of Ordinance 2021-07

ORDINANCE 2021-07

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE TOWN CREATING SECTIONS 2-400 THROUGH 405 "EMERGENCY POWERS"; PROVIDING FOR THE DESIGNATION OF A TOWN OFFICIAL IN THE EVENT OF AN EMERGENCY DEFINED HEREIN; PROVIDING FOR DEFINITIONS; PROVIDING FOR A DECLARATION OF EMERGENCY BY EXECUTIVE ORDER; PROVIDING FOR THE AUTHORITY OF THE DESIGNATED TOWN OFFICIAL; PROVIDING FOR THE DURATION OF AN EXECUTIVE ORDER FOR A DECLARED EMERGENCY; PROVIDING FOR THE POSTING OF ALL EMERGENCY ORDERS, ORDINANCES AND DECLARATIONS ON THE TOWN'S WEBSITE; PROVIDING LIMITATIONS ON ANY CURFEW ESTABLISHED; PROVIDING FOR REPEAL, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, Sections 252.46, Florida Statutes, provides authority for municipalities to declare a Local State of Emergency; and,

WHEREAS, On May 3, 2021, Governor DeSantis signed SB 2006 Emergency Management into law effective July 1, 2021; and,

WHEREAS, SB 2006 created regulations in the event of a declaration of a "Public Health Emergency" which must be followed by local governments, while allowing local governments to implement their own processes regarding a situation which is not a "Public Health Emergency", for example, named storms, hurricanes, wildfire, flood, geological, civil disturbance, terrorism, transportation incidents, hazardous material, biological incidents, or other space weather emergencies; and,

WHEREAS, the Town Council deems it necessary for the protection of the health, safety, and welfare of the public to adopt regulations regarding any federal, state, or local declared emergency consistent with state law and municipal home rule powers as set forth at Article VIII, Section 2, of the Constitution of the State of Florida; Chapter 166, Florida Statutes; Chapter 252, Florida Statutes; and other applicable controlling law.

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

SECTION 1: Section 2, new subsections 400-405, "Emergency Powers" is hereby added to Chapter 2 of the Code of Ordinances of the Town to read as follows:

"Sec. 2-400. Designation of official in case of an emergency.

(a) *Generally.* It is the intent of the Town to designate the Town Manager to declare a local state of emergency in the event of a natural or manmade emergency, or the imminent threat thereof, and to authorize certain actions relating thereto, when a quorum of the Town Council is unable to meet for any reason on an emergency basis.

(b) *Designation.* Pursuant to Chapter 252, Florida Statutes, which authorizes the waiver of procedures and formalities otherwise required of political subdivisions to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in the event of a state of emergency, when a quorum of the Town Council is unable to meet for any reason on an emergency basis in relation to the nature of the emergency, the Town Manager, or his/her designee is empowered to declare a local state of emergency whenever he/she shall determine that a natural or manmade disaster or emergency has occurred or

that the occurrence or threat of one is imminent and requires immediate and expeditious action.

(c) The Town Manager shall perform the function of director of Emergency Management, and may designate others to serve in designated capacities. The Town Manager shall implement, manage, and report to the Town Council on all actions authorized and taken under the provisions of this chapter. In the absence or inability of the Town Manager, the Mayor shall perform the functions of director of emergency management.

(d) The Town Manager may appoint a risk and emergency management coordinator whose duties shall include the ongoing planning for and coordination of those actions necessary to comply with national incident management system (NIMS), the Emergency Management Plan of Brevard County and for the creation and maintenance of an effective emergency management response capability.

Sec. 2-401. Emergency defined.

"Emergency" means any occurrence, or threat thereof, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property as a result of a hurricane or other weather related, fire or flood disaster or emergency.

Sec. 2-402. Declaration of emergency by Executive Order—Generally.

(a) A state of emergency shall be declared by Executive Order of the Town Manager, or his/her designee for situations other those involving Public Health such as named storms, hurricanes, wildfire, flood, geological, civil disturbance, terrorism, transportation incidents, hazardous material, biological incidents, or other space weather emergencies The state of emergency shall continue until the Town Manager, or his/her designee finds that the threat or danger no longer exists or until an emergency meeting of a quorum of the Town Council can take place and terminate the state of emergency by Executive Order.

(b) An Executive Order declaring a state of emergency shall activate the emergency management plan of Brevard County or any emergency management plan of the Town of Malabar which supersedes the emergency management plan of Brevard County and shall be the authority for use or distribution of any supplies, equipment, materials, or facilities assembled or arranged to be made available pursuant to such plans.

(c) Only the Town Council has the authority to provide for penalties for a violation of any Executive Order issued hereunder.

d) Any emergency ordinances, declarations, and orders adopted by the Town must be available on a dedicated webpage accessible through a conspicuous link on the Town's homepage. The dedicated webpage must identify the emergency ordinances, declarations, and orders currently in effect.

e) Any emergency ordinances, declarations, and orders adopted by the Town which imposes a curfew restricting the travel or movement of persons during designated times must nonetheless allow persons to travel during the curfew to their places of employment to report for work and to return to their residences after their work has concluded.

Sec. 2-403. Authority of designated official.

Upon the declaration of a state of emergency pursuant to this chapter, the Town Manager shall issue the Executive Order shall have the authority and power to take such action to protect the health, safety, and welfare of the community including the following which shall have the force of municipal law during this emergency including the following:

(1) Establish curfews, including, but not limited to, the prohibition of or restrictions on pedestrian and vehicular movement, standing and parking, except for the provisions

Town Manager. Should be a Charter officer or designated head of Town. As for the financial spending cap, that number is all over page depending on size of city.

- (2) of designated essential services, such as fire, police, emergency medical services (including the transportation of patients and emergency calls by physicians or other approved medical personnel), and public works services (including utility emergency repairs).
- (3) Utilize all available resources of the Town government as reasonably necessary to cope with the disaster emergency, including emergency expenditures not to exceed fifty thousand dollars, \$50,000.00.
- (4) Declare certain areas and public facilities of the Town off limits and closed to all nonessential personnel.
- (5) Make provisions for the availability and use of temporary emergency housing and the emergency warehousing of materials.
- (6) Establish an emergency operating center and employee shelter in addition to or in place of those provided for in the Brevard County's emergency plan.
- (7) Declare that during an emergency it shall be unlawful for any person, firm or corporation operating within the town to charge more than the normal, average retail price for any merchandise, goods, or services sold during the emergency. The average retail price as used herein is defined to be that price at which similar merchandise, goods or services were being sold during the ninety (90) days immediately preceding the emergency or a markup which is not a larger percentage over wholesale cost than was being added to wholesale cost before the emergency.
- (8) Confiscate merchandise, equipment, vehicles, or property needed to alleviate the emergency. Reimbursement shall be within sixty (60) days and at customary value charged for the items during the ninety (90) days previous to the emergency.
- (9) In cooperation with Brevard County emergency management and on behalf of the town, call on law enforcement divisions as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue, and traffic control.
- (10) Shall be able to activate the statewide mutual aid system.
- (11) Waive the procedures and formalities otherwise required by law pertaining to:
 - a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.
 - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
 - h. Appropriation and expenditure of public funds.
- (12) Suspend all existing laws, ordinances, and rules inconsistent with any rule or order specifically promulgated pursuant to this Chapter during this period of time and to the extent that such conflict exists.
- (13) Suspend, toll, or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town's Code of Ordinances and regulations, to the extent necessary to accommodate the emergency.
- (14) All actions of the designated Town official issuing the Executive Order shall be subject to review, modification, extension, and repeal by the Town Council. Nothing herein is intended to limit the ability of the Town Council to issue any Executive Order or impose additional restrictions, limitations, prohibitions, conditions, or extensions to any issued

Executive Order or limit the authority of the Town Council to provide for penalties for a violation of the provisions of any Executive Order issued hereunder.

Sec. 2-404. Duration of Executive Order.

The duration of any Executive Order for an emergency issued pursuant to the provision of Florida Statutes, Section 252.38 (3)(a)(5) "affecting only one political subdivision" shall be as provided for in Section 252.38 (3)(a)(5). Any Executive Order not issued pursuant to Florida Statutes, Section 252.38 (3)(a)(5) shall have a duration of a period of sixty (60) days unless extended by the Town Council, if the Town Council determines, in its reasonable discretion, the extension is appropriate considering information obtained from the state and federal government. If extended, a notice of extension will be posted on the Town's website, will be posted on the front door of Town Hall, and will be emailed to any person or entity that has requested in writing such notice.

Sec. 2-405. Declaration of Public Health Emergency; Issuance of Local Executive Order

a) Upon a declaration of a Public Health Emergency by the State Health Officer the Town Council may issue a Local Executive Order. Such order must be narrowly tailored to serve a compelling public health or safety purpose. Any such order must be limited in duration, applicability, and scope in order to reduce any infringement on individual rights or liberties to the greatest extent possible.

b) Any emergency ordinances, declarations, and orders adopted by the Town which imposes a curfew restricting the travel or movement of persons during designated times must nonetheless allow persons to travel during the curfew to their places of employment to report for work and to return to their residences after their work has concluded.

SECTION 2: All Resolutions or Ordinances in conflict herewith are repealed.

SECTION 3: Severability/Interpretation Clause.

In the event that any term, provision, clause or section of this ordinance shall be held by a court of competent jurisdiction to be partially or wholly unenforceable shall not affect any of the other remaining terms.

SECTION 4: The provisions of this Ordinance shall be incorporated into the Town's Code of Ordinances.

SECTION 5: This Ordinance shall take effect immediately upon passage and adoption.

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 Steve Rivet _____
- Council Member David Scardino _____
- Council Member Danny White _____

This ordinance was then declared duly passed and adopted this 21 day of June 2021.

TOWN OF MALABAR

By: _____
Mayor Patrick T. Reilly, Council Chair

1st Reading: 6/7/2021 Vote: 5 to 0 Aye
2nd Reading: 6/21/2021

ATTEST:

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

(seal)

Approved for Legal Sufficiency:

Karl Bohne, Jr, Town Attorney

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 8.b.

Meeting Date: June 21, 2021

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

SUBJECT: FY 2020/2021 Budget Amendment (Ordinance 2021-08) – 2nd Reading

BACKGROUND/HISTORY:

It is within normal governmental accounting practices to perform necessary mid-year as well as year-end budgetary amendments. These can be done throughout the year and up to 60 days after the close of the FY.

In this particular Budget Amendment, we are proposing to add additional funds from the unrestricted reserves on deposit to provide for the funds necessary and from the appropriate sources to pay for the new playground equipment and the road improvement preparation for Hunter Lane.

This ordinance was legally advertised for a Public Hearing at this meeting.

FINANCIAL IMPACT:

Amend 2020/2021 Budget by increasing the revenue and expenditure sides by \$250,160.00 for a new total of \$2,600,713.00.

\$45,160.00 funds from Set Aside Reserve Funds for Park Improvements

\$45,000.00 funds from Unrestricted Funds on Deposit

\$160,000.00 funds from Set Aside Reserve Funds for Capital Road Projects

It is anticipated that these funds will be replenished by the sale of surplus land and equipment which will be directed into reserves.

ATTACHMENTS: Ordinance 2021-08

ACTION OPTIONS: Action on 2nd reading of Ordinance 2021-08.

ORDINANCE 2021-08

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PERTAINING TO A BUDGET AMENDMENT IN THE FISCAL YEAR 2020/2021 TO PROVIDE FOR ADDITIONAL FUNDS FROM RESERVES ON DEPOSIT SET ASIDE FOR CAPITAL PARK AND ROAD PROJECTS; PROVIDING FOR EXPENDITURES FOR NEW PLAYGROUND EQUIPMENT AND ROAD PREPARATION FOR THE PAVING OF 1100 FEET OF HUNTER LANE; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council has approved the need for, and the purchase of, replacement playground equipment in the Malabar Community Park using unrestricted funds on deposit to cover the full cost in this budget year.

WHEREAS, the Town Council has approved the Town assuming the additional costs necessary to prepare Hunter Lane properly per engineering and contractual estimates prior to paving the approximate 1,100 feet north of Atz Road to the current road terminus.

NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA that;

SECTION 1. Total Revenues.

Total revenues in the 2020/2021 Fund 001 General Fund be amended from \$2,350,553.00 to \$2,600,713.00 to reflect the additional \$250,160.00 from unrestricted funds on deposit.

SECTION 2. Total Disbursements.

Total disbursements in the 2020/2021 Fund 001 General Fund be amended from \$2,350,553.00 to \$2,600,713.00 which will provide the additional funds to cover these disbursements:

- \$ 90,160.00 for playground equipment
- \$160,000.00 for Hunter Lane road preparation prior to paving

SECTION 3. Funding Source.

The funds for this Budget Amendment to the FY 2020/2021 budget are from set aside unrestricted reserve funds for Parks and Recreation (\$45,160.00) and the balance from undesignated unrestricted reserves on deposit.

SECTION 4. Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5.

This ordinance shall become effective immediately upon its adoption after the second reading and public hearing.

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

Council Member Marisa Acquaviva _____

Council Member Brian Vail _____

Council Member Steve Rivet _____
 Council Member David Scardino _____
 Council Member Danny White _____

This ordinance was then declared to be duly passed and adopted this 21st day of June 2021.

TOWN OF MALABAR
By

Mayor Patrick T. Reilly, Council Chair

First Reading: 6/07/2021 Approved 5 to 0
 Second Reading: 6/21/2021

ATTEST:

Debby K. Franklin, CMC,
Town Clerk/Treasurer

(Seal)

Approved as to Form and Content:

Karl W. Bohne, Jr.,
Town Attorney

TOWN OF MALABAR

AGENDA ITEM REPORT

AGENDA ITEM NO: 10.a.

Meeting Date: June 21, 2021

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

SUBJECT: Appoint Alternate to Trails & Greenways Committee (Reso 03-2021)

BACKGROUND/HISTORY:

Board and Committee terms are for three years. There are two openings for Alternates on the T&G Committee and we have received one application.

ATTACHMENTS:

Reso 03-2021 Appointment to T&G Committee as Alternate
Application package from Dick Korn

ACTION OPTIONS:

Action on Reso 03-2021

RESOLUTION 03-2021

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

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

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

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

Section 1. The Town Council of Malabar, Brevard County, Florida, hereby approves the appointment of Dick Korn as an alternate member of the Trails and Greenways Committee for a three-year term.

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

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

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

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

| | |
|---------------------------------|-------|
| Council Member Marisa Acquaviva | _____ |
| Council Member Brian Vail | _____ |
| Council Member Steve Rivet | _____ |
| Council Member Dave Scardino | _____ |
| Council Member Danny White | _____ |

This Resolution was then declared to be duly passed and adopted this 21st day of June 2021.

TOWN OF MALABAR

By: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

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

(seal)

Approved as to form and content:

Karl W. Bohne, Jr., Town Attorney

RTCM 6/21/2021
RESO
03-2021

Trails & Greenways (T&G) Committee Application

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

- 1. Name: Dick Kow Phone: 321 403 4900
 - 2. Home Address: 3115 WEBER Rd - MALABAR FL 32950
 - 3. Email Address: kumbo@kumbopet.com
 - 4. Are you a resident of the Town: Yes No
 - 5. How long have you been a resident of the Town of Malabar: 34 yrs
 - 6. Are you currently involved with any other organization of the Town: Yes No
- If yes, which organization: _____

TOWN OF MALABAR

JUN 10 2021

RECEIVED

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

TOWN OF MALABAR

JUN 10 2021

RECEIVED

APPLICATION FOR APPOINTMENT TO BOARD/COMMITTEE

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

NAME: Dick Kow TELEPHONE: 321 403 4900
ADDRESS: 3115 W EBER Rd - MALABAR FL
EMAIL: rumpo@rumpo.net

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

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

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

ADDITIONAL INFORMATION/REFERENCES:

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

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

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

Signature of Applicant: [Signature] Date: 6/10/21

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

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

JUN 10 2021

Town of Malabar

Volunteer Committee/Board Application RECEIVED

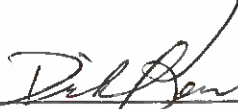
Applicant Certification

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

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

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

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



 Signature

6/10/21

 Date

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



TOWN OF MALABAR

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

TOWN OF MALABAR

JUN 10 2021

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Town of Malabar Board Member Code of Conduct

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

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

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

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

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

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

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

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

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

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

JUN 10 2021

RECEIVED

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

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

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

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

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

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

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

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



Signature

6/10/21

Date

Dick Kow

Print Name



Witness

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 10.b.

Meeting Date: June 21, 2021

Prepared By: Lisa Morrell, Interim Town Manager

SUBJECT: Approve Engineer Task Order – Rivet Lane Road Improvement Program

BACKGROUND/HISTORY:

The property owners with road frontage of Rivet Lane have expressed interest in participating in the Town's Road Paving Assessment Program, ordinance 2020-06, through the first petition requesting an estimate of their portion of the hard surface paving improvement of the adopted program as a special assessment. The property owner's have met the two-thirds approval requirement of the initial petition of interest.

Town staff engaged Engineering Design & Construction, Inc (EDC) to provide a professional services task order to provide the Town Council with an Engineer's Estimate and 80% complete design plans for future consideration of approving the project and budget funding required based on the attached task order proposal. EDC has provided a proposal not to exceed \$12,175.00 for these services as a contract addendum to the executed contract for Consulting Professional Services Civil Engineering and Rates approved by Town Council on March 1, 2021. The task order does not include permitting fees, environmental reports, procurement services, surveying services nor geotechnical (road base information); these would be additional costs as requested by the Engineer through Town Staff to initiate and provide payment.

This task order will benefit the property owners and Town Council for the next phase of approvals in special assessment program. The program requires a second petition to be approved by the the property owners with a town provided "not to exceed" and vote in favor or opposed to the special assessment cost, this petition also must meet the two-thirds approval threshold for the item to be brought forth to Town Council for consideration. Town Council needs this pertinent information to make an informed decision by considering the scope of project, the recommended and required improvements, and effect on the Town's budget with costs associated to improve Rivet Land under the adopted Road Paving Assessment Program to pass a resolution for the special assessment to the effected property owners.

FINANCIAL IMPACT: \$12,175.00 for next FY

ATTACHMENTS:

2021-06-01 Malabar Town of Rivet Lane Paving.PDF

ACTION OPTIONS:

Motion to approve and execute the task order with contracted consultant, Engineering Design & Construction, Inc for Rivet Lane improvements for the Road Paving Assessment Program.

June 2, 2021

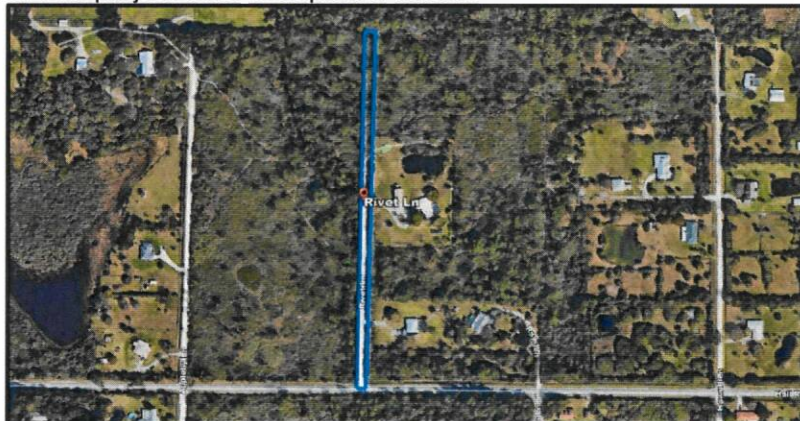
Lisa Morrell
Town of Malabar
2725 Malabar Road
Malabar, FL 32950

via e-mail: lmorrell@malabar.org

Subject: Proposal for Professional Services – Town of Malabar, Rivet Lane Paving

Dear Mrs. Morrell:

We appreciate the opportunity to submit the following proposal for professional services regarding the paving of approximately 1,300 LF of existing dirt road. It is our understanding that this scope covers only the first phase of design and cost estimating for the project. The produced plans and construction estimate for the project will be used to aid the Town in assessing costs of the project which will be funded by means of special assessment. Based on coordination with the St. Johns River Water Management District it is assumed this project may be served by the existing swale/ditch system along the east side of the right-of-way and will not require additional drainage to be constructed. The project area is depicted below:



The following Scope of Services includes typical land development tasks for the project. The scope **does not** include permitting, services during construction, or project certification at this time. This scope does not include costs associated with other consultants for landscaping, irrigation, electrical, lighting, and/or geotechnical. It is assumed the Town of Malabar will contract separately for these services as needed. Should the Town of Malabar require our firm to carry these services we reserve the right to amend this contract as necessary. If you agree with the proposed tasks please sign and return to our office as authorization to proceed. Thank you for the opportunity to serve as your civil engineering consultants.

Respectfully,
ENGINEERING DESIGN & CONSTRUCTION, INC.



David C. Baggett, P.E.
Sr. Project Manager

Z:\EDC-2021\NEW PROJECT - Malabar, Town of - Rivet Lane Paving\ENGINEERING\Administration\Contracts\2021-06-01_Malabar_Town_of_Rivet_Lane_Paving.docx

SCOPE OF PROFESSIONAL SERVICES

For

TOWN OF MALABAR – RIVET LANE PAVING

1. **TEAM / AGENCY MEETINGS:** CONSULTANT will attend periodic development meetings with the CLIENT and Town to discuss the schedule and progress of the work. As required, the CONSULTANT will coordinate with the CLIENT and any other professionals to collect and develop the project scope.

Not to Exceed: \$ 1,500.00

2. **SPECIAL PURPOSE SURVEY (RIVET LANE ROUTE TOPO):** CONSULTANT will prepare a Route Topographic Survey of Rivet Lane (as noted on page 1 of this proposal). The survey will be prepared under the supervision of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with the Standards of Practice for Surveying and Mapping in the State of Florida, as defined in Chapter 5J17-050 of the Florida Administrative Code. The survey will include:

1. Location of all improvements from 10' East and 10' West of ROW Line
2. Location of vegetation line along ROW
3. Location/Topo of swale/ditch top of bank and toe of slope, culverts, headwalls, utility poles, and other drainage features along East ROW
4. Topo cross-sections on 100' spacing
5. Staking of ROW limits on 100' spacing

Not to Exceed: \$ 4,725.00

3. **CONSTRUCTION PLANS:** Based on the CLIENT-approved final roadway layout, the CONSULTANT will design and prepare construction plans and "short-form" specifications (included with the construction plans) for the paving, grading, drainage and erosion control for the proposed reconstruction of a portion of Rivet Lane. The plans will meet the requirements of the CLIENT and relevant permitting agencies, and will include the following: cover sheet, horizontal control, paving, grading, drainage, signage pavement markings, and associated details and short-form specifications. All comments will be incorporated into the final set of documents.

Not to Exceed: \$ 5,000.00

4. **COST ESTIMATE:** CONSULTANT will prepare an Engineer's Estimate of Probable Cost for the construction of the civil aspects of the project. The estimate will be prepared as one complete document for the CLIENT's budgeting purposes and provided in a spreadsheet format. This estimate is also used for submittal to the Town of Malabar as a basis for the construction permit (if necessary).

Not to Exceed: \$ 950.00

SCOPE OF PROFESSIONAL SERVICES

For

TOWN OF MALABAR – RIVET LANE PAVING

1. Not Included: The following bulleted items are not included in this proposal and must be provided by the CLIENT or agreed to under separate contract with the CONSULTANT.

- Application Fees.
- Certified List of Property Owners.
- Photometric.
- Environmental, Traffic or Geotechnical Reporting.
- Landscape and Irrigation Plans
- Construction bidding services.
- Utility Sketch & Descriptions.
- SJRWMD Permitting
- Geotechnical Engineering
- No Water and Sewer Extension Proposed.
- Floor plans / elevations.
- Construction staking and surveying services (Typically contracted through contractor).
- Only task shown is being provided.

2. Invoices: Billing shall be invoiced on the percentage complete of the lump sum elements or for services actually accomplished for hourly rate elements. Fees for professional services rendered are due and payable upon receipt of invoice. In the event the CLIENT has an objection to any portion of said invoice, the CLIENT must notify the CONSULTANT in writing within ten (10) business days of the date of the invoice. Such notice of objection shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within ten (10) business days it shall constitute approval of invoice by the CLIENT. All money owed to CONSULTANT for services rendered is due and payable within thirty (30) days of CLIENT being submitted an invoice, regardless of whether Contractor has been paid by property owner. Payments not received within thirty (30) days of invoice issue will be subject to a 1½ % interest charge per month eighteen percent (18%) per annum compounding interest. Retainers are forfeited if project activity ceases for a period of 180 days.

3. Attorney's Fees and Costs / Dispute Resolution: CLIENT agrees to pay all reasonable attorney's fees and costs associated with CONSULTANT enforcing any provision of this Contract, including, but not limited to, payment for services rendered. Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the State of Florida without regard to the laws of any other jurisdiction wherein any party resides or performs any duties hereunder or where any violation of this Agreement occurred. Any claim arising out of collection activities for monies due under this Agreement shall be brought exclusively in the circuit or county courts of St. Lucie County and the parties hereby submit to personal jurisdiction in the State of Florida and to venue in St. Lucie County.

4. Contract Limits: This proposal is valid for a period of 60 days from the date of the CONSULTANT's signature. A CLIENT signed response received after the 60-day time period will be considered void. The CONSULTANT will re-submit the proposal with any necessary revisions for consideration by the CLIENT before any work begins. Work begins when the CONSULTANT receives a complete, original, signed agreement and any required retainer. The captions contained in this Agreement are for informational purposes only and are of no legal effect. They shall not be used to interpret or construe the provisions of this Agreement.

5. Documents: All original work shall be the property of the CONSULTANT. All documents furnished by the CONSULTANT are instruments of this service. Reproducible copies will be given to the CLIENT, at his request, if the CLIENT has satisfied all of its obligations under this Agreement. Any use or reuse of the original, or altered computer files by the CLIENT or others without written verification by CONSULTANT or other adaptation for the specific purpose intended will be at the CLIENT'S risk and full legal responsibility. Any verification of such adaptation by the CLIENT will entitle CONSULTANT to additional compensation at the current time and expense rate.

6. Limits of Liability: The CLIENT shall, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, indemnify and hold CONSULTANT harmless from any and all claims, losses, damages, suits, liability, demands or costs arising out of or resulting there from. The CONSULTANT or his consultants, agents, representatives or employees shall not be liable to the CLIENT for indirect, special, reliance, incidental, consequential or exemplary, lost profits, other costs due to changing conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications, arising out of or concerning the performance of the services for this Agreement beyond the amount of fees paid for such services.

7. Cost Estimates: The CLIENT hereby acknowledges that the CONSULTANT cannot warrant that estimates of probable construction or operating costs provided by the CONSULTANT will not vary from actual costs incurred by the CLIENT.

8. Construction Services: Should Construction Administration Services be provided to the CLIENT by the CONSULTANT, it is understood that this service includes periodic observation of the contractor's work. The CONSULTANT does not, and shall not, act as a construction manager to direct and supervise the work being performed. Furthermore, the CONSULTANT shall not be held liable for specific construction errors or deficiencies not observed during any periodic observation of the contractor's work. In addition, the CONSULTANT will not be responsible for the Contractor's failure to perform the work in accordance with the contract documents. The CLIENT also agrees to indemnify and hold the CONSULTANT harmless for unsafe construction practices performed by the Contractor.

9. Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. Remedies Not Exclusive: All rights, duties and obligations of the parties are in addition to, and not substitution of, all rights, duties and obligations provided by applicable law. No remedy provided in this Agreement, or otherwise confirmed upon or available to the parties, will be considered exclusive of any other remedy, but will be cumulative and in addition to every other remedy provided in this Agreement, or presently or hereafter existing. No delay or omission to exercise any right or remedy will impair the same or be construed as a waiver.

11. Non-Waiver of Contractual Rights: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of Agreement.

12. Termination: The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services under this agreement for non-payment of invoices. CONSULTANT shall be compensated for all services performed to the termination date together with expenses then due and all termination expenses.

13. Advice of Counsel: Each party acknowledges that it has reviewed carefully all provisions contained in this Agreement prior to its execution. Each party acknowledges further that they have had the opportunity to seek advice of an attorney of their choice. Each party agrees that they have executed this Agreement freely and voluntarily and believes this Agreement to be fair, just and reasonable.

14. Advertising: The CONSULTANT retains the right to post a Company sign on the subject property once planning and civil design commence. The sign will be no larger than 3' by 4' and include the CONSULTANT's name, Company description, and phone number. All costs to create and install the design will be solely incurred by the CONSULTANT. The sign will be located in a convenient unobtrusive location and will be removed once the project is complete.

15. Schedule of Hourly Charges:

| | |
|--|-----------|
| PRINCIPAL ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST / SURVEYOR..... | \$ 175.00 |
| SENIOR PROJECT MANAGER..... | \$ 160.00 |
| DRONE TECHNOLOGY..... | \$ 140.00 |
| SURVEY CREW..... | \$ 135.00 |
| PROJECT MANAGER (ENGINEERING, ENVIRONMENTAL, PLANNING, SURVEYOR)..... | \$ 135.00 |
| PROJECT ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST..... | \$ 110.00 |
| INSPECTOR / ENVIRONMENTAL FIELD/INTERIOR DESIGNER..... | \$ 90.00 |
| CADD TECH..... | \$ 85.00 |
| EXPERT WITNESS..... | \$ 300.00 |
| ADMINISTRATIVE STAFF / CLERICAL..... | \$ 45.00 |

16. Reimbursable Expenses: Please note, submitted invoices will also include five (5%) service charge to cover items including mileage, postage, copies, and other administrative costs. Other direct expenses including out of region travel expenses, out-of-office reproduction or photographic services, special mailing or delivery services, contract services authorized by the CLIENT, sub-consultant fees, permit fees authorized by the CLIENT, legal advertisements and notices, and special materials will be the responsibility of the CLIENT. A fifteen percent (15%) handling and administrative charge will be added to the above mentioned "other direct expenses".

IN WITNESS WHEREOF, the CLIENT and CONSULTANT have executed this Agreement the day and year indicated below. By execution of this Agreement, both the CLIENT and the CONSULTANT agree to the conditions reflected in the attached proposal including the Special Provisions.

As to **CONSULTANT**
Engineering Design & Construction, Inc.



David C. Baggett P.E., Sr. Project Engineer

As to **CLIENT**

Name/Title: _____

Dated: June 1, 2021

Dated: _____

Client Billing Name: _____

Client Billing Address: _____

Billing Email Address: _____

**TOWN OF MALABAR
AGENDA ITEM REPORT**

**AGENDA ITEM NO: 10.c.
Meeting Date: June 21, 2021**

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

SUBJECT: Select a Voting Delegate for the 2021 FLC Annual Conference

BACKGROUND/HISTORY:

Council should appoint an elected official that plans to attend the annual FLC conference in Orlando August 12-14, 2021. This person would vote for Malabar on positions, resolutions and directions for the League for the upcoming year.

ATTACHMENTS:

Designation Form and information on the Delegate duties.

ACTION OPTIONS:

Selection of Delegate

**95th Annual Conference
Florida League of Cities, Inc.
August 12-14, 2021
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 28, 2021.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: Town of Malabar

AUTHORIZED BY: Malabar Town Council 6/21/2021

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax: (850) 222-3806
Email: erussell@flcities.com

Voting Delegate at the Florida League of Cities Annual Conference

Eryn Russell <erussell@flcities.com>

Fri 6/11/2021 8:39 AM

To: Eryn Russell <erussell@flcities.com>

📎 1 attachments (231 KB)

2021 Voting Delegate Memo.docx;

Good morning,

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 12-14, 2021. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

Please see the attached form and return to the League by July 28, 2021. To view the conference schedule or to register, please visit our website [here](#).

If you have questions about conference/registration, please email Melanie Howe at mhowe@flcities.com. If you have questions about voting delegates, please do not hesitate to reach out to me. Thank you,

Eryn Russell

Ambassador/Programs Coordinator

Florida League of Cities, Inc.

850.701.3616

www.flcities.com



LOCAL
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**TOWN OF MALABAR
AGENDA ITEM REPORT**

**AGENDA ITEM NO: 10.d.
Meeting Date: June 21, 2021**

Prepared By: Mayor Patrick T. Reilly, Town Council Chair

SUBJECT: Town Manager Matt Stinnett 8-month Update and Status

BACKGROUND/HISTORY:

Mayor Reilly asked that be placed on the agenda for Council consideration at this meeting.

ATTACHMENTS:

Letter from TM Matt Stinnett
Agenda Report and minutes from July 20, 2020 RTCM
Letter from Mayor to TM Matt Stinnett

ACTION OPTIONS:



June 15, 2021

Mayor and Council Members,

I would like to start with thanking you for bringing your concern to my attention and allowing me to address it.

I will agree with you that for the last several months my interaction with the Town has been extremely limited. While the mission has required me to spend an extended amount of time covering night shift, my duties have also routinely required me to work on my days off, attend trainings during normal rest hours, constantly coordinate manning and scheduling on my off time. During the last few months, we have had an abnormal loss of personnel including several leaders which have been removed and replaced for various reasons, requiring me to perform duties beyond my normal role. Additionally, during this period, I was sent off to California for an intensive leadership course that required my full attention to complete successfully. The demands of my mission and my confidence in the Interim Town Manager, who is clearly well qualified and has repeatedly demonstrated a mind to produce outcomes in line with what I would hope for, led me to feel comfortable taking a more passive role than I had originally planned on. I sincerely apologize for my poor communication of these hurdles along the way and failure to meet prior expectations.

I would also like to address a couple other concerns that have been brought to my attention. I recently had the opportunity to return home after my leadership course for a four-day pass and took time to visit Town Hall to get caught up on current issues. This appears to have been misinterpreted that I was now stationed in Melbourne for the remainder of my activation. This is not the case; I am still in Texas, and I will continue to be here until the end of the mission.

The second item of concern which has been brought up is my return date. We do not currently have one. In summary, the request for assistance (RFA) from the Department of Homeland Security to the Department of Defense, which provides the military personnel in support Customs and Border Patrol's mission, ends September 30th. The Department of Homeland Security desires to sign a new RFA. However, due to national politics this process has been a battle which has delayed the normal timeline of preparing replacement military units. Replacement units currently have not been notified yet. This means that if the RFA is approved we may be minimally delayed from returning home mid-October as previously expected. However, this does not mean that our current orders which are not to exceed 440 days will be extended. I will continue to provide updates as soon as they are available.

With all of that said, many of the hurdles I have been facing have settled out. I have now rotated to dayshift providing the flexibility I need to be proactively involved with Town matters.

There are several issues currently or coming up that I have been consulting with the Interim Town Manager on. These include the Fire Department's CBA, town budget, employee health insurance changes, waste management contract, storm water plan/project planning/grants as well as internal personnel and policy issues.

While I hope this letter provides additional clarity for Council on my position, I also understand your concerns and I believe there are a couple steps that can be taken to provide better communication, accountability, and structure for my role with the Town. Moving forward I would like to begin scheduling routine phone calls with each member of Council to ensure that your expectations are being met along with periodic written reports of progress being made.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Stinnett', with a large, sweeping flourish at the end.

Matthew R. Stinnett MPA
Town Manager

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 11.b

Meeting Date: July 20, 2020

REVISED

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

SUBJECT: 11.b Reso 12-2020 Formally Appoint Interim Town Manager

BACKGROUND/HISTORY:

This Resolution would provide authorization to add Lisa Morrell to the Town's employment roll as the Interim Town Manager to oversee the daily operations of the Town as well as the long-range programs begun under current Town Manager Matt Stinnett.

The current Town Manager Matthew Stinnett is being called up to active duty for an upcoming military operation outside of the State of Florida beginning in October for approximately one-year.

Matt has negotiated an employment contract proposal with Mrs. Lisa Morrell that would provide fulltime employment with the Town as an Interim Town Manager for the duration of his mobilization. In addition, TM Matt Stinnett will continue to act as Town Manager in a limited capacity consulting remotely with the Town Council, staff and contractors to ensure the stability of current operations and a smooth transition with the Interim Town Manager assuming most of the day to day responsibilities.

The proposed employment terms consist of a transfer of current salary (\$65k annually) and benefits for the approximately one-year period beginning in October. The benefits would also be the same for health, dental, life insurances and the car allowance of \$300.00 per month.

~~The savings would be in the non-participation in the Florida Retirement System (FRS) by Lisa Morrell. The value of the current FRS contribution will be repurposed to provide a limited salary to the Town Manager Matt Stinnett of \$500.00 per pay period and the corresponding FRS contribution for the reduced salary.~~

We have learned from the Florida Retirement System that the position requires participation in the retirement program even though it is a temporary appointment. The Town will also continue to participate in the monthly contributions on Matt's reduced wages of \$500.00 per pay period.

Matt would then be able to stay in touch periodically with Council, the Interim Town Manager and Staff.

ATTACHMENTS:

b. Reso 12-2020

ACTION OPTIONS:

Council Action on Reso 12-2020

ROLLCALL VOTE: CM Ball, Aye; CM Vail, Aye; CM Rivet, Aye; CM Scardino, Excused; CM White, Aye. Motion carried 4 to 0.

* **11.b. Formally Appoint Interim Town Manager – Reso 12-2020**
A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF AN INTERIM TOWN MANAGER; PROVIDING FOR A TERM; PROVIDING FOR REMUNERATION; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: **Agenda Report No. 11.b.**

Reso read by title only.

* The Agenda Report and page 2 of contract was revised.

MOTION: CM White / CM Ball to adopt Reso 12-2020 as submitted. Discussion: Mayor invited Mrs. Morrell to podium.

Mrs. Morrell said it would be her pleasure to accept the invitation to fill in while Matt is on active duty. She has already been briefed on the Stormwater Master Plan and looks forward to serving. Clerk read CM Scardino's memo of support.

CM White asked about the revised agenda item regarding FRS. TM explained they originally didn't think the FRS was required for the temporary position. Last TA didn't participate. They learned from FRS that was because Hoyt was already of retirement age. The position for Mrs. Morrell required participation. CM Ball said it is worth the payment to keep Matt involved and have them work it as a unit. You have added so much since he has been TM. CM Vail also said Matt would stay involved. This is a good transition.

ROLLCALL VOTE: CM Ball, Aye; CM Vail, Aye; CM Rivet, Aye; CM Scardino, Excused; CM White, Aye. Motion carried 4 to 0.

MISCELLANEOUS: 0

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

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

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

CM Vail: nothing

CM Ball: nothing

CM Rivet: nothing

CM White: nothing

CM Scardino: excused

Mayor: Thanked Lisa Morrell for considering their offer to come here. He spoke for the Town and expressed his appreciation.

15. **ANNOUNCEMENTS:** Openings on T&G and Park and Rec Bds.

16. **ADJOURNMENT:** There being no further business to discuss and without objection, the meeting was adjourned at 7:51 P.M.

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

ATTEST:

Debby Franklin

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

Date Approved: 8/03/2020

To: Matt Stinnett

From: Patrick T. Reilly

MAY 26 2021 AM 9:39

Date: 24 May 2021

During your time serving your military commitment in Texas from October 1, 2020 for approximately a year, Lisa Morrell would be acting as the Interim Town Manager to oversee daily operations of the Town. You were to act as Town Manager in a limited capacity consulting remotely with the Town Council, Staff and Contractors. This was mutually agreed upon between you and Town Council at the July 20, 2020 Town of Malabar Regular Council Meeting. It was also agreed to pay you \$500.00 a paycheck for these efforts equaling approximately 8 hours of work per week.

It is my understanding that the balance of your duty is located here in Melbourne, Florida.

Town staff has tried to reach out to you numerous times with limited responses thru phone calls, e-mails and text messages for 8 months.

As agreed with my phone call to you in late February, you were to provide a quarterly report of what tasks you had been working on and what future tasks for the next quarter. As of today, I haven't received any reports.

Please provide Town Council the following by June 15, 2021:

1. Military Orders and changes to support your absence per the Town's employee manual.
2. Any documents that you have generated related to Town's matters.
3. Any e-mail correspondence with Town contractors.
4. Any correspondence with Town Council.
5. Any projects that you have been working on related to Town's matters.

It was agreed upon that you would stay in touch periodically with Town Council, Staff and the Interim Town Manager and I don't see this happening.

This issue will be added to the June 21, 2021 Town of Malabar Regular Town Council Meeting for discussion.

Sincerely,



Patrick T. Reilly, Mayor
Town of Malabar Council Chair

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: **10.e**
Meeting Date: June 21, 2021

Prepared By: Lisa Morrell, Interim Town Manager

SUBJECT: Consideration of Employee Group Health Insurance through Florida Municipal Insurance Trust (FMIT) for United Health Plans

BACKGROUND/HISTORY:

Council was informed of the Health First Health Plan end of coverage announcement on May 17, 2021, Town Council Meeting during the Town Manager's Staff Report. Since this time, Health First provided FAQ information through the Town's broker of record, Hugh Cotton Insurance on June 8, 2021:

"What does this mean for the Large Group and Small Group insurance plans – and won't this increase the cost of insurance for my customers?"

As we sunset Large Group and Small Group products, our goal is to provide a seamless transition as businesses select a new insurance company. Health First is working closely with other insurance companies to create plans which will be compatible with current Health First Health Plans product offerings for businesses in Brevard. Our goal of working with other insurance providers is to offer similar benefits, a physician network and pricing. We are hopeful these agreements will be completed this summer and allow businesses the opportunity to avail themselves to these options. "

Health First will not be offering a renewal through their entity yet is working with a third-party insurer to provide similar coverage for renewals to their affected customers. Since the May announcement, Town Staff has been researching alternatives and began contacting Florida Municipal Insurance Trust (FMIT), comparing plans and coverage, needs of the employees from the internal health insurance survey, and the number of employees and dependent(s) enrolled currently. Town staff was proactive in ensuring proper coverage for our employees, valued resources.

Through this expeditious and coordination with FMIT, the Town has provided a comparable group health insurance coverage and costs through United Health Plans for a 13-month initial contract term, starting September 1, 2021. The Health First Plan expires 9/30/2021. The current contract includes a Termination of This Group Policy by the Small Employer within the contract with forty-five (45) days advance written notice. The Broker of Record, Hugh Cotton Insurance, will also be cancelled in writing with this notice as FMIT does not recognize a broker of record and only recognizes the municipality to whom it seeks to cover and execute a direct a contract.

The Florida League of Cities, administrator of the Florida Municipal Insurance Trust, is the state-wide advocacy association for the cities, towns, and villages of Florida. The League established its first insurance program in 1977 to provide workers' compensation coverage and services to governmental entities. Early success of that program led to the establishment of Trusts for the liability, property, and health lines of coverage. This firmly established the League as the leader of these services in Florida.

In 1987, the League opened its Public Risk Services office to administer the programs in-house. Subsequently, the insurance programs were consolidated under the name "Florida Municipal

Insurance Trust" (FMIT). The FMIT, governed by elected officials, is a non-assessable local government risk-sharing pool. It provides insurance services for more than 530 public entities in Florida, of which over 250 are municipalities.

The League administers every facet of the FMIT's operations, from claims handling to rate development, and offers unparalleled claims-paying ability and equity returns for its membership.

Upon approval, the Town will be joining a larger health insurance pool of over 500 participating municipalities in the State of Florida and over 5,000 municipal employees, this number does not include spouse and/or dependent(s), to disperse cost and high-risk claim(s) over a larger pool than the current Town enrollment. This consideration and approval action would reduce the Town's exposure of high-risk claim(s) that could negatively impact both the Town's budget planning as well as our employee premium share costs.

FMIT has provided (3) United Health Plans (UHC) with a PPO health plan coverage, with nationwide coverage for any out of area medical needs by leisure travel or necessity for a specialist. Overall, the premiums will increase 5.46% for the UHC Choice Plus Plan 3 which equates to the current HFHP Platinum Plan and 10.56% for the UHC Choice Plus Plan 1 which equates to the current HFHP Gold Plan. FMIT provided a third option that included a very low out of pocket deductible of \$250/\$500 yet yielded an unaffordable monthly premium for the majority of employees in comparing the average annual salary; and is not recommended for Town Council consideration.

Other major differences in the plan offerings between the two current HFHP plans and the two proposed UHC plans relate to in and out of network coverage and out-of-pocket limits. Health First Health Plan – Platinum has a limit for in-network services of \$1800/\$3600, while the United Health Plans Choice Plus 3 is \$2,500/\$5,000. Comparing the out of network limits of these plans, HFHP is \$3,600/\$,7200 and UHC is \$5,000/\$10,000. The second plan offered to employees is Health First Health Plan – Gold with a limit for in-network services of \$8,150/\$16,300 and 20% co-insurance, while the United Health Plans Choice Plus 1 is \$4,000/\$8,000. Comparing the out of network limits of these plans, HFHP Gold does not cover out of network coverage and UHC does offer out of network coverage with a limit \$6,000/\$12,000. There is an increase to out-of-pocket limits for those electing for the proposed platinum plan equivalent, while a decrease and additional coverage for those employees that elect the proposed gold plan equivalent. Employees have had an opportunity to check their current physician and medical care providers availability under Untied Health Care and provided no negative feedback or a lack of medical care providers with the proposed plan.

Additionally, FMIT will also provide an Employee Assistance Program (EAP), which the Town does not have today, which is free of charge to the Town to participate and offers three (3) free visits, per employee or covered dependent(s), per incident or need. FMIT will provide free onsite crisis management intervention team to all employees during a town experienced critical incident that could have long term negative impacts on employees responding to such crisis.

FMIT has also provided comparable Dental and Vision benefit coverage from Delta Dental and United Healthcare Vision to the Town's current dental and vision care provider, Guardian Insurance. Town staff recommends including these benefits, Dental and Vison, in the contract for FMIT to provide a single point of employee benefits for annual open enrollment and administration of fiscal responsibilities. The dental plan has increased costs and provides for more dental care providers as a PPO plan versus the current HMO plan. The Vision plan has a slight decrease in premium costs.

Current Guardian Insurance policies including short-term and long-term disability insurance will remain in place as standalone policies.

Due to the short window of cancellation notification requirements for HFHP and the next RTCM occurring July 19th due to the July 4th Holiday, this information was received on the morning of Thursday, June 17, 2021, and will amend the published agenda on June 18, 2021. Staff expedited the analysis and provided for a comprehensive memo and fiscal impact statement and welcomes Town Council's questions and discussions upon presentation on June 21, 2021.

FISCAL IMPACT:

Based upon current employee elections for enrollment and corresponding proposed plans the FY20/21 budget amendment total for health, dental, and vision plans will need an increase of \$903.82 for the 1 final month of the fiscal year with the effective date of September 1, 2021. Salary savings with an unfilled position within the public works general fund will be available for the difference.

The FY21/22 budget for health, dental, and vision will require an increase for the next fiscal year estimated total of \$10,845.84, pending the elections of plans and dependent overage by employees eligible for participation.

ATTACHMENTS:

Health Plan Comparison Fiscal Analysis.PDF

2020-TC/T-036

FMIT Rate Quotes:

UHC Choice Plan 1

UHC Choice Plan 3

Dental and Vision Benefit

ACTION OPTIONS: Staff is requesting three (3) separate motions:

Motion to approve and direct the Interim Town Manager to provide a forty-five (day) written cancellation notice to Health First Health Plans, Gold and Platinum, and Hugh Cotton Insurance to coincide with coverage dates provided by FMIT to execute a contract to include group employee health plans with United Health Insurance Choice Plus Plan 3 and 4 and United Health Care Pharmacy Benefit.

Motion to approve and direct the Interim Town Manager to provide a forty-five (day) written cancellation notice to Health First Health Plans, Gold and Platinum, and Hugh Cotton Insurance to coincide with coverage dates provided by FMIT to execute a contract to include group employee dental and vision care plans with Delta Dental PPO 1500 dental plan, and United Health Care Vision plan.

Motion to approve and amend Town Policy 2020-TC/T-036, Council approved paying 80% of the monthly premium for health insurance to reflect the new calculation based upon UHC Choice Plus Plan, Employee Only.

| Plan Cost Comparison | EO | Town | Employee | E+S | Town | Employee | E+C | Town | Employee | Family | Town | Employee |
|--|-----------|-----------|-----------|-------------|-------------|-----------|-------------|-----------|-----------|-------------|-------------|-------------|
| Current: HFHP GOLD | \$ 617.26 | \$ 617.26 | \$ - | \$ 1,234.51 | \$ 606.33 | \$ 628.18 | \$ 1,142.92 | \$ 514.74 | \$ 628.18 | \$ 1,759.18 | \$ 1,131.00 | \$ 628.18 |
| Proposed: UHC Choice Plus Plan | \$ 682.47 | \$ 682.47 | \$ - | \$ 1,467.31 | \$ 818.85 | \$ 648.46 | \$ 1,262.56 | \$ 614.10 | \$ 648.46 | \$ 2,047.40 | \$ 1,398.94 | \$ 648.46 |
| Diff: Total / Town / Employee | \$ 65.21 | \$ 65.21 | \$ - | \$ 232.80 | \$ 212.52 | \$ 20.28 | \$ 119.64 | \$ 99.36 | \$ 20.28 | \$ 288.22 | \$ 267.94 | \$ 20.28 |
| Current: HFHP Platinum | \$ 785.23 | \$ 628.18 | \$ 157.05 | \$ 1,570.47 | \$ 942.29 | \$ 628.18 | \$ 1,452.68 | \$ 824.50 | \$ 196.31 | \$ 2,237.92 | \$ 1,609.74 | \$ 981.55 |
| Proposed: UHC Choice Plus Plan | \$ 810.58 | \$ 648.46 | \$ 162.12 | \$ 1,742.74 | \$ 1,094.28 | \$ 648.46 | \$ 1,499.57 | \$ 851.11 | \$ 202.64 | \$ 2,431.74 | \$ 1,783.28 | \$ 1,134.81 |
| Diff: Total / Town / Employee | \$ 228.15 | \$ 20.28 | \$ 5.07 | \$ 172.27 | \$ 151.99 | \$ 20.28 | \$ 46.89 | \$ 26.61 | \$ 6.33 | \$ 193.82 | \$ 173.54 | \$ 153.26 |
| Current: Guardian Dental* | \$ 18.96 | \$ 15.17 | \$ 3.79 | \$ 38.48 | \$ 15.17 | \$ 23.31 | \$ 47.06 | \$ 15.17 | \$ 31.89 | \$ 70.91 | \$ 15.17 | \$ 55.74 |
| Proposed: Delta Dental* | \$ 32.02 | \$ 25.62 | \$ 6.40 | \$ 64.15 | \$ 25.62 | \$ 38.53 | \$ 68.17 | \$ 25.62 | \$ 42.55 | \$ 105.02 | \$ 25.62 | \$ 79.40 |
| Diff: Total / Town / Employee | \$ 13.06 | \$ 10.45 | \$ 2.61 | \$ 25.67 | \$ 10.45 | \$ 15.22 | \$ 21.11 | \$ 10.45 | \$ 10.66 | \$ 34.11 | \$ 10.45 | \$ 23.66 |
| Current: Guardian Vision* | \$ 6.20 | \$ 4.96 | \$ 1.24 | \$ 10.43 | \$ 4.96 | \$ 5.47 | \$ 10.63 | \$ 4.96 | \$ 5.67 | \$ 16.83 | \$ 4.96 | \$ 11.87 |
| Proposed: UHC Vision* | \$ 5.44 | \$ 4.35 | \$ 1.09 | \$ 9.72 | \$ 4.35 | \$ 5.37 | \$ 9.87 | \$ 4.35 | \$ 5.52 | \$ 17.33 | \$ 4.35 | \$ 12.98 |
| Diff: Total / Town / Employee | \$ (0.76) | \$ (0.61) | \$ (0.15) | \$ (0.71) | \$ (0.61) | \$ (0.10) | \$ (0.76) | \$ (0.61) | \$ (0.15) | \$ 0.50 | \$ (0.61) | \$ 1.11 |
| Town 80% HFHP Platinum Plan - Policy Credit (E, E+S, E+C, | \$ 628.18 | | | | | | | | | | | |
| Town 80% UHC Choice + Plan 3 - Policy Credit (E, E+S, E+C, | \$ 648.46 | | | | | | | | | | | |

*Town 80% of Employee Only Dental & Vision

| Plan Election | Current Enrollment Count/Plan Benefit Calculation | | | | | | | | | | | |
|--------------------------------|---|--------------|-------------|----------|-------------|-------------|-------|-------------|-----------|------------|-------------|------------|
| | Choice+1 | Town | Employee | Choice+3 | Town | Employee | Delta | Town | Employee | UHC Vision | Town | Employee |
| Employee Only | 4 | \$ 260.84 | \$ - | 9 | \$ 182.52 | \$ 45.63 | 14 | \$ 146.27 | \$ 36.57 | 14 | \$ (8.51) | \$ (2.13) |
| Employee + Spouse | 0 | \$ - | \$ - | 1 | \$ 20.28 | \$ 5.07 | 2 | \$ 20.90 | \$ 30.44 | 1 | \$ (0.61) | \$ (0.10) |
| Employee + Child(ren) | 1 | \$ 99.36 | \$ 20.28 | 0 | \$ - | \$ - | 1 | \$ 10.45 | \$ - | 2 | \$ (1.22) | \$ (0.30) |
| Family | 0 | \$ - | \$ - | 1 | \$ 173.54 | \$ 153.26 | 0 | \$ - | \$ - | 0 | \$ - | \$ - |
| Monthly Premium Increase | | \$ 360.20 | \$ 20.28 | | \$ 376.34 | \$ 203.96 | | \$ 177.62 | \$ 67.01 | | \$ (10.34) | \$ (2.53) |
| 12 Month Premium Increase | | \$ 4,322.40 | \$ 243.36 | | \$ 4,516.08 | \$ 2,447.52 | | \$ 2,131.39 | \$ 804.14 | | \$ (124.03) | \$ (30.41) |
| FY20/21 Budget Amendment Total | | \$ 903.82 | \$ 288.72 | | | | | | | | | |
| FY21/22 Budget Increase Total | | \$ 10,845.84 | \$ 3,464.62 | | | | | | | | | |

TOWN OF MALABAR

MEMORANDUM

Date: September 15, 2020 2020-TC/T-036
To: Malabar Fulltime Employees
From: Debby K. Franklin, C.M.C. Town Clerk/Treasurer
Ref: Health Insurance Premiums FY 20/21 – Open Enrollment

Council approved paying 80% of the monthly premium for health insurance. The current plan offered to fulltime employees is with Health First Health Plans Platinum Plan and the 80% of the monthly premium for an employee is \$628.19.

In October of 2019 the Town began offering an alternative plan, the Gold Plan, at a considerable savings. Many Employees switched to that last year.

For those individual employees desiring coverage under the Gold Plan the Town will pay 100% of the premium as it is less than the 80% cost of the Platinum premium.

For those employees that desire to provide coverage for their spouse, children or family, the Town will pay \$628.19 towards the monthly premium of the Gold Plan.

These are the monthly premiums for the **Gold Plan**:

| | | |
|--------------------------|------------|-----------------------|
| Individual Employee Only | \$ 617.26 | 100% paid by Town |
| Employee plus Spouse | \$1,234.51 | \$628.19 paid by Town |
| Employee plus child(ren) | \$1,141.92 | \$628.19 paid by Town |
| Employee plus Family | \$1,759.18 | \$628.19 paid by Town |

These are the new monthly premiums for the **Platinum Plan**:

| | | |
|--------------------------|------------|-----------------------------|
| Individual Employee Only | \$ 785.24 | \$628.19 paid by Town (80%) |
| Employee plus Spouse | \$1,570.47 | \$628.19 paid by Town |
| Employee plus child(ren) | \$1,452.68 | \$628.19 paid by Town |
| Employee plus Family | \$2,237.92 | \$628.19 paid by Town |

These plans will go into effect on 10/1/2020. The deductions will be taken out of your paychecks starting with payday of October 16, 2020.

September is the Open Enrollment period so please let me know ASAP if you want to change anything.

Florida Municipal Insurance Trust
Town of Malabar
Rate Quote for Medical and Prescription Drug Benefit Coverage

| Current Rates - Health First Gold | | | | |
|--|------------|------------|-------------------|--------------------|
| 10/1/2020 - | | | | |
| Contract Type | Enrollment | 9/30/2021 | Monthly Premium | Annual Premium |
| Single | 4 | \$617.26 | \$2,469.04 | \$29,628.48 |
| EE + Spouse | 0 | \$1,234.51 | \$0.00 | \$0.00 |
| EE + Children | 1 | \$1,141.92 | \$1,141.92 | \$13,703.04 |
| Family | 0 | \$1,759.18 | \$0.00 | \$0.00 |
| Total | 5 | | \$3,610.96 | \$43,331.52 |

| Renewal Rates - UnitedHealthcare Choice Plus Plan1 X | | | | |
|---|------------|------------|-------------------|--------------------|
| 09/01/2021 - | | | | |
| Contract Type | Enrollment | 9/30/2022 | Monthly Premium | Annual Premium |
| Single | 4 | \$682.47 | \$2,729.88 | \$32,758.56 |
| EE + Spouse | 0 | \$1,467.31 | \$0.00 | \$0.00 |
| EE + Children | 1 | \$1,262.56 | \$1,262.56 | \$15,150.72 |
| Family | 0 | \$2,047.40 | \$0.00 | \$0.00 |
| Total | 5 | | \$3,992.44 | \$47,909.28 |

| | |
|-----------------------|---------------|
| Percent Change | 10.56% |
|-----------------------|---------------|

| Medicare Exchange Available | |
|------------------------------------|--------------------|
| Prescription Drug Copays | |
| Retail: | \$10/\$35/\$60 |
| Mail Order: | \$25/\$87.50/\$150 |

Florida Municipal Insurance Trust
Town of Malabar
Rate Quote for Medical and Prescription Drug Benefit Coverage

| Current Rates - Health First Platinum | | | | |
|--|------------|------------|--------------------|---------------------|
| 10/1/2020 - | | | | |
| Contract Type | Enrollment | 9/30/2021 | Monthly Premium | Annual Premium |
| Single | 9 | \$785.23 | \$7,067.07 | \$84,804.84 |
| EE + Spouse | 1 | \$1,570.47 | \$1,570.47 | \$18,845.64 |
| EE + Children | 0 | \$1,452.68 | \$0.00 | \$0.00 |
| Family | 1 | \$2,237.92 | \$2,237.92 | \$26,855.04 |
| Total | 11 | | \$10,875.46 | \$130,505.52 |

| Renewal Rates - UnitedHealthcare Choice Plus Plan 3 | | | | |
|--|------------|------------|--------------------|---------------------|
| 09/01/2021 - | | | | |
| Contract Type | Enrollment | 9/30/2022 | Monthly Premium | Annual Premium |
| Single | 9 | \$810.58 | \$7,295.22 | \$87,542.64 |
| EE + Spouse | 1 | \$1,742.74 | \$1,742.74 | \$20,912.88 |
| EE + Children | 0 | \$1,499.57 | \$0.00 | \$0.00 |
| Family | 1 | \$2,431.74 | \$2,431.74 | \$29,180.88 |
| Total | 11 | | \$11,469.70 | \$137,636.40 |

| | |
|-----------------------|--------------|
| Percent Change | 5.46% |
|-----------------------|--------------|

| | |
|------------------------------------|--------------------|
| Medicare Exchange Available | |
| Prescription Drug Copays | |
| Retail: | \$10/\$35/\$60 |
| Mail Order: | \$25/\$87.50/\$150 |

Florida Municipal Insurance Trust
Town of Malabar
Rate Quote for Dental and Vision Benefit Coverage

| Renewal Rates - Delta Dental PPO 1500 ER Paid | | | | |
|--|------------|-----------|-----------------|-------------------|
| Contract Type | Enrollment | 9/1/2021- | Monthly Premium | Annual Premium |
| | | 0930/2022 | | |
| Single | 14 | \$32.01 | \$448.14 | \$5,377.68 |
| Employee + Spouse | 2 | \$64.15 | \$128.30 | \$1,539.60 |
| Employee + Child(ren) | 1 | \$68.17 | \$68.17 | \$818.04 |
| Family | 0 | \$105.02 | \$0.00 | \$0.00 |
| Total | 17 | | \$644.61 | \$7,735.32 |

| Renewal Rates - UnitedHealthcare Vision ER Paid | | | | |
|--|------------|-------------|-----------------|-------------------|
| Contract Type | Enrollment | 09/01/2021- | Monthly Premium | Annual Premium |
| | | 09/30/2022 | | |
| Single | 14 | \$5.44 | \$76.16 | \$913.92 |
| Employee + Spouse | 1 | \$9.72 | \$9.72 | \$116.64 |
| Employee + Child(ren) | 2 | \$9.87 | \$19.74 | \$236.88 |
| Family | 0 | \$17.33 | \$0.00 | \$0.00 |
| Total | 17 | | \$105.62 | \$1,267.44 |

TOWN OF MALABAR AGENDA ITEM REPORT

AGENDA ITEM NO: 11.a.
Meeting Date: June 21, 2021

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

SUBJECT: Legislative Priorities for Malabar and Possible Town Appointee (CM Scardino)

BACKGROUND/HISTORY:

CM Scardino requested this on the agenda for Discussion of possible methods to convey local concerns to the regional and State Representatives.

The Florida League of Cities provide valuable information to cities throughout the year but especially leading up to and during the Legislative Session. Many cities use a paid lobbyist to promote local concerns and issues. Other cities have an elected representative that acts as the "face" of the Town and meets with local, outside agencies, County and State Representatives to ensure that local issues, concerns and needs are brought to their attention.

There is an annual fly-in to Washington D.C. that the SCLC sends a representative to, but some cities also send their own representative.

The Brevard Delegation meets annually to discuss County wide concerns before they go to Tallahassee. Those members would also benefit from hearing from local officials before that meeting to become familiar with our issues and concerns.

The FLC also have five committees that seek local officials to participate in each year so they provide input on those issues directly to the Legislative staff in Tallahassee. Those Committees cover:

- Finance, Taxation and Personnel
- Land Use and Economic Development
- Municipal Administration
- Transportation and Intergovernmental Relations
- Utilities, Natural Resources and Public Works

Malabar has participated in several of these committees in the past and it was very beneficial. There are participants from multiple cities, counties and local industry experts for each field/topic.

ATTACHMENTS:

ACTION OPTIONS: Discussion by Council and possible appointment of volunteer to attend and represent the Town of Malabar.

**TOWN OF MALABAR
AGENDA ITEM REPORT**

**AGENDA ITEM NO: 11.b.
Meeting Date: June 21, 2021**

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

SUBJECT: Upcoming Budget Workshop and July Meeting

BACKGROUND/HISTORY:

Just a reminder about the meeting schedule I prepare for you annually, so you have an idea of when the various Town meetings are planned. This is very helpful when we begin the budget process and plan for the first and second readings of the ordinances adopting the millage and budget. Many times, those meetings must happen on days other than our regular Mondays.

ATTACHMENTS:

Meeting list
2021 calendar

ACTION OPTIONS:

Council consensus

TOWN OF MALABAR

MEMORANDUM

Date: January 4, 2021
To: Honorable Council, Mayor Reilly
From: Debby K. Franklin, C.M.C., Town Clerk/Treasurer
Ref: Calendar for 2021 Meetings & Holidays

2021-TC/T-001Rev
June 16, 2021

For your planning purposes, the schedule of Council meetings, proposed workshop dates and holidays are listed below. The budget timeline is established by the State. We receive the Certification of Taxable Value on July 1 and must report to the Property Appraisers by August 4 what the tentative millage will be and when we will hold the 1st Public Hearing (PH) on the budget.

Jan 01, 2021 CLOSED for New Year's Day Holiday
Jan 04, 2021 – RTCM
Jan 18, 2021 – CLOSED for Martin Luther King Jr. Holiday
Jan 19, 2021 – cancelled
Feb 01, 2021 – RTCM
Feb 15, 2021 – CLOSED for Presidents Day Holiday
Feb 16, 2021 – Cancelled
Mar 01 and 15, 2021 RTCM
April 05, 2021 – Cancelled
April 19, 2021 – RTCM – auditor report
May 03 & 17, 2021 RTCM
May 31, 2021 – CLOSED for Memorial Day Holiday
June 07 & 21, 2021 RTCM
June 28, 2021 WS - Preliminary Budget workshop – Council Priorities
July 05, 2021 – CLOSED in observance of July 4 Independence Day Holiday
July 19, 2021 RTCM – TRIM process begins
July 26, 2021 WS – Budget workshop - Draft budget presentation to Council
Aug 02 & 16, 2021 RTCM
Aug 09 & 23, 2021 WS potential dates for additional Budget Workshops
Sept 06, 2021 - CLOSED for Labor Day Holiday

Sept 13 & 27, 2021 RTCM – Tentative Dates for 1st & 2nd reading on Millage and Budget
Oct 04 & 18, 2021 RTCM
Nov 01 & 15, 2021 RTCM and Nov 04, 2021 for Special post-election mtg
Nov 11, 2021 – CLOSED for Veteran's Day Holiday
Nov 25 & 26, 2021 – CLOSED for Thanksgiving Holiday
Dec 06 & 20, 2021 RTCM
Dec 23, 2021 - CLOSED half day for Christmas Eve
Dec 24, 2021 – CLOSED for Christmas Day
Dec 30, 2021 – CLOSED half day for New Year's Eve
Dec 31, 2021 – CLOSED for New Year's Day

The Federal holidays for 2021 are as follows:

01/01/2021 – Friday, New Year's Day
01/18/2021 – MLK Jr.
02/16/2021 – Presidents Day
05/31/2021 – Memorial Day
07/05/2021 – Monday, for Independence Day
09/06/2021 – Labor Day

11/11/2021 - Veterans Day
11/25/2021 - Thanksgiving
11/26/2021 - day after T-day
12/23/2021 – Thursday half day for Eve
12/24/2021 – Fri for Christmas Day
12/30/2021 – Thursday half day for Eve
12/31/2021 – Fri for New Year's Day
01/01/2022 – Saturday

2021

| JANUARY | | | | | | | FEBRUARY | | | | | | | MARCH | | | | | | | APRIL | | | | | | |
|---------|----|----|----|----|----|----|----------|----|----|----|----|----|----|-------|----|----|----|----|----|----|-------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
| 27 | 28 | 29 | 30 | 31 | 1 | 2 | 28 | 29 | 30 | 31 | 1 | 2 | 3 | 28 | 29 | 30 | 31 | 1 | 2 | 3 | 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | 28 | 29 | 30 | 31 | 1 | 2 | 3 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| 31 | 1 | 2 | 3 | 4 | 5 | 6 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

| MAY | | | | | | | JUNE | | | | | | | JULY | | | | | | | AUGUST | | | | | | | |
|-----|----|----|----|----|----|----|------|----|----|----|----|----|----|------|----|----|----|----|----|----|--------|----|----|----|----|----|----|---|
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | |
| 25 | 26 | 27 | 28 | 29 | 30 | 1 | 29 | 30 | 1 | 2 | 3 | 4 | 5 | 27 | 28 | 29 | 30 | 1 | 2 | 3 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | 27 | 28 | 29 | 30 | 31 | 1 | 2 | 3 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 29 | 30 | 31 | 1 | 2 | 3 | 4 |
| 30 | 31 | 1 | 2 | 3 | 4 | 5 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | |

| SEPTEMBER | | | | | | | OCTOBER | | | | | | | NOVEMBER | | | | | | | DECEMBER | | | | | | | | | |
|-----------|----|----|----|----|----|----|---------|----|----|----|----|----|----|----------|----|----|----|----|----|----|----------|----|----|----|----|----|----|---|---|----|
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa | | | |
| 28 | 29 | 30 | 1 | 2 | 3 | 4 | 25 | 26 | 27 | 28 | 29 | 30 | 1 | 2 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 1 | 2 | 3 | 4 | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | | | |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | | | |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | | | |
| 26 | 27 | 28 | 29 | 30 | 1 | 2 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 28 | 29 | 30 | 1 | 2 | 3 | 4 | 5 | 26 | 27 | 28 | 29 | 30 | 31 | 1 | 2 | |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 | 31 | 1 | 2 | 3 | 4 | 5 | 6 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |